OFFICIAL STATEMENT DATED DECEMBER 6, 2005

Moody's Rating: Aaa (Underlying Aa2)
(See "Other Certificate Information—Rating.")

NEW ISSUE, BOOK-ENTRY ONLY

In the opinion of Foster Pepper & Shefelman PLLC, Seattle, Washington, Certificate Counsel, under existing federal law and assuming compliance with applicable requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issue date of the Certificates, interest evidenced and represented by the Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax applicable to individuals. However, while interest evidenced and represented by the Certificates also is not an item of tax preference for purposes of the alternative minimum tax applicable to corporations, interest evidenced and represented by the Certificates is to be taken into account in the computation of adjusted current earnings for purposes of the alternative minimum tax applicable to corporations, interest evidenced and represented by the Certificates received by certain S corporations may be subject to tax, and interest evidenced and represented by the Certificates received by foreign corporations with United States branches may be subject to a foreign branch profits tax. Receipt of interest evidenced and represented by the Certificates may have other federal tax consequences for certain taxpayers. See "Tax Matters—Tax Exemption of Certificates" and "—Certain Other Federal Tax Consequences."

$11,100,000

STATE OF WASHINGTON
CERTIFICATES OF PARTICIPATION, SERIES 2005F
Evidencing and Representing Undivided Proportionate Interests
of the Owners Thereof in State Payments to be Made by the State of Washington
Pursuant to the Master Financing Agreements

DATED: DATE OF INITIAL DELIVERY
(EXPECTED TO BE DECEMBER 15, 2005)

DUE: JANUARY 1 and JULY 1,
AS SHOWN ON PAGE i HEREOF

The Certificates of Participation, Series 2005F (the "Certificates") will be executed and delivered in fully registered form and, when executed and delivered, will be registered initially in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Certificates. Individual purchases of the Certificates will be made in book-entry form only, in denominations of $5,000 and any integral multiple thereof. Purchasers will not receive certificates representing their beneficial ownership interests in the Certificates purchased, except as described herein.

Interest evidenced and represented by the Certificates is payable semiannually on each January 1 and July 1, beginning on July 1, 2006. Principal and interest evidenced and represented by the Certificates is payable directly to DTC by The Bank of New York, as Fiscal Agent for the Certificates (the "Fiscal Agent"). Upon receipt of payments of principal and interest represented by the Certificates, DTC in turn is obligated to remit such payments to the DTC Participants (as described herein) for subsequent disbursement to the purchasers of beneficial ownership interests in the Certificates.

The Certificates are subject to optional and extraordinary mandatory prepayment prior to their respective Principal Payment Dates. See "The Certificates—Prepayment."

The Certificates are being executed and delivered to finance and refinance the costs of acquisition and construction of certain real and personal property and improvements for the benefit of certain State Agencies and Local Agencies (the "Agencies") and to fund issuance costs with respect to the Certificates. The Certificates are being executed and delivered by the Fiscal Agent pursuant to a Trust Agreement among the Fiscal Agent, the State Treasurer and the Washington Finance Officers Association (the "Corporation"), a Washington non-profit corporation. The Certificates represent undivided proportionate interests in payments to be made by the state under the Master Financing Agreements between the Corporation and the state ("State Payments").

Except as otherwise described herein, State Payments are payable from payments to be made pursuant to the Agency Financing Agreements, each between the state and the applicable Agency ("Agency Payments'). In the event that any Local Agency fails to make any payment due under its Agency Financing Agreement, the State Treasurer is obligated to withhold an amount sufficient to make such payment from the Local Agency's share, if any, of state revenues or other amounts authorized or required by law to be distributed by the state to such Local Agency, if otherwise legally permissible. Upon the failure of any Local Agency to make any Agency Payment, the State Treasurer is further obligated, to the extent of legally available appropriated funds and subject to any Executive Order reduction, to make such payment on behalf of such Local Agency.

THE MASTER FINANCING AGREEMENTS, INCLUDING THE RELATED STATE AGENCY FINANCING ADDENDA, CONSTITUTE SPECIAL, LIMITED OBLIGATIONS OF THE STATE PAYABLE SOLELY FROM THE SOURCES AND SUBJECT TO THE LIMITATIONS SET FORTH THEREIN. NONE OF THE STATE PAYMENTS, AGENCY PAYMENTS, NOR THE CERTIFICATES CONSTITUTE OR REPRESENT DEBT OR GENERAL OBLIGATIONS OF THE STATE OR ANY STATE AGENCY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY STATE AGENCY IS PLEDGED TO THE PAYMENT OF ANY SUCH PAYMENTS OR THE PRINCIPAL OR INTEREST EVIDENCED AND REPRESENTED BY THE CERTIFICATES. THE STATE WILL NOT BE OBLIGATED TO PAY THE SAME EXCEPT FROM AGENCY PAYMENTS AND OTHER AMOUNTS AS PROVIDED IN THE MASTER FINANCING AGREEMENTS. ANY PAYMENTS BY THE STATE TREASURER ON BEHALF OF A LOCAL AGENCY AND ANY PAYMENTS BY A STATE AGENCY ARE SUBJECT TO APPROPRIATION BY THE STATE LEGISLATURE AND EXECUTIVE ORDER REDUCTION BY THE GOVERNOR. A DETERMINATION BY THE STATE LEGISLATURE NOT TO APPROPRIATE, OR ANY EXECUTIVE ORDER REDUCTION BY THE GOVERNOR, WOULD NOT CONSTITUTE AN EVENT OF DEFAULT UNDER THE TRUST AGREEMENT, THE MASTER FINANCING AGREEMENTS OR ANY STATE AGENCY FINANCING ADDENDA.

Payment of the principal of and interest on the Certificates when due will be insured by a municipal bond insurance policy to be issued simultaneously with the delivery of the Certificates by XL Capital Assurance Inc.

XL CAPITAL ASSURANCE

This cover page contains certain information for quick reference only, and is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Certificates are offered when, as and if executed and delivered, and are subject to receipt of the legal opinion of Foster Pepper & Shefelman PLLC, Seattle, Washington, Certificate Counsel to the state, and certain other conditions. Certain legal matters will be passed upon for the Agencies by their respective counsel. It is expected that the Certificates will be available for delivery through the facilities of DTC in New York, New York, or to the Fiscal Agent on behalf of DTC by Fast Automated Securities Transfer on or about December 15, 2005.

No dealer, broker, sales representative, or other person has been authorized to give any information or make any representations other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the State of Washington. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Certificates by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information set forth herein has been obtained from sources which are believed to be current and reliable but is not guaranteed as to its accuracy or completeness. Estimates, forecasts, projections, and expressions of opinion included herein should not be interpreted as statements of fact. The statements and information herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale of the securities offered hereby shall under any circumstances create an implication that there has been no change in the affairs of the State of Washington, or any other party described herein, since the date hereof. Neither this Official Statement nor any statement made herein is to be construed as a contract with the purchasers of any of the Certificates.

XL Capital Assurance Inc. (the "Insurer") accepts no responsibility for the accuracy or completeness of this Official Statement or any other information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Insurer and its affiliates set forth under the heading "Other Certificate Information—Insurance." In addition, the Insurer makes no representation regarding the Certificates or the advisability of investing in the Certificates.

Certain statements included or incorporated by reference in this Official Statement, including but not limited to Appendix A, constitute "forward looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "forecast," "estimate," "budget," or other similar words. The achievement of certain results or other expectations contained in such forward looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements. The state does not plan to issue any updates or revisions to those forward looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

$11,100,000

STATE OF WASHINGTON

CERTIFICATES OF PARTICIPATION, SERIES 2005F

Evidencing and Representing Undivided Proportionate Interests of the Owners Thereof in State Payments to be Made by the State of Washington Pursuant to the Master Financing Agreements

PRINCIPAL PAYMENT SCHEDULE

Principal Payment Date	Principal Component	Interest Rate	Yield	Price	CUSIP Number
July 1, 2006	$ 875,000	3.350%	3.100%	100.132%	939719MJ6
January 1, 2007	905,000	3.350	3.150	100.202	939719MK3
July 1, 2007	920,000	3.350	3.220	100.193	939719ML1
January 1, 2008	935,000	3.350	3.250	100.195	939719MM9
July 1, 2008	900,000	3.350	3.300	100.119	939719MN7
January 1, 2009	915,000	3.350	3.400	99.855	939719MP2
July 1, 2009	565,000	3.375	3.450	99.750	939719MQ0
January 1, 2010	570,000	3.375	3.500	99.531	939719MR8
July 1, 2010	560,000	3.500	3.520	99.915	939719MS6
January 1. 2011	570,000	3.500	3.600	99.541	939719MT4
July 1, 2011	410,000	3.600	3.620	99.899	939719MU1
January 1, 2012	415,000	3.600	3.700	99.461	939719MV9
July 1, 2012	425,000	3.625	3.750	99.279	939719MW7
January 1, 2013	430,000	3.700	3.800	99.385	939719MX5
July 1, 2013	220,000	3.750	3.850	99.349	939719MY3
January 1, 2014	225,000	3.750	3.900	98.971	939719MZ0
July 1, 2014	230,000	3.875	3.950	99.459	939719NA4
January 1, 2015	235,000	3.900	4.000	99.245	939719NB2
July 1, 2015	240,000	3.900	4.000	99.211	939719NC0
January 1, 2016	245,000	4.000	4.000	100.000	939719ND8
July 1, 2016	75,000	4.000	4.000	100.000	939719NE6
January 1, 2017	75,000	4.200	4.200	100.000	939719NF3
July 1, 2017	80,000	4.200	4.200	100.000	939719NG1
January 1, 2018	80,000	4.250	4.300	99.531	939719NH9
Total	$11,100,000				

PARTICIPATING AGENCIES

The proceeds received from the sale of the Certificates will be applied to finance and refinance the costs of acquisition and construction of the following items of real and personal property for the following participating Agencies:

Financing Term (Years)	Agency	Property	Amounts
2	Reardan Edwall School District No. 9	Gymnasium Equipment	$120,000
2	Dept of Social and Health Services	Vehicle	29,474
2	Dept of Social and Health Services	Vehicle	36,899
3	Department of Information Services	Computers	1,951,241
3	Dept of Social and Health Services	Vehicle	63,933
3	Washington State University	Vehicle	34,692
3	Washington State University	Generator	23,615
4	Okanogan Co. Fire Protection Dist. 6	Fire Engine	157,190
5	Island Co. Fire Protection District 1	Ambulance	152,000
5	Soap Lake School District No. 156	School Bus	94,861
5	Oak Harbor School District No 201	School Buses	170,887
5	Napavine School District 14	School Bus	68,000
5	Dept of Social and Health Services	Buses	121,992
5	Dept of Social and Health Services	Vehicles	136,735
5	Department of Corrections	Vehicles	421,000
5	Department of Corrections	Washer/Compactor	108,481
5	Department of Corrections	Boat	53,176
5	Department of Corrections	Camera Equipment	26,238
5	Department of Corrections	Kitchen Equipment	27,655
5	Department of Corrections	Vehicle	22,536
5	University of Washington	Medical Equipment	51,298
5	Washington State University	Lab Equipment	43,850
5	Department of Fish and Wildlife	Vehicle	21,450
7	Clark Co. Fire Protection District 3	Fire Engine	122,461
7	Dept of General Administration	Vehicles	198,670
7	Department of Health	Furniture and Workstations	2,300,000
10	Kelso School District No. 458	School Buses	263,534
10	Wishkah Valley School District 117	School Buses	160,000
10	Washington State Patrol	Aircraft	1,750,000
10	Dept of Social and Health Services	Energy Conservation Project	248,126
10	Dept of Social and Health Services	HVAC/Energy Management Upgrades	228,176
10	Department of Corrections	Energy Conservation Project	157,148
12	San Juan County[(1)]	Land	275,000
12	Snohomish Co. Fire Protection Dist 5[(1)]	Land	1,210,000

(1) Real Estate Participant.

STATE OF WASHINGTON

STATE FINANCE COMMITTEE

Michael J. Murphy ..... State Treasurer and Chairman
Christine O. Gregoire ..... Governor and Member
Brad Owen..... Lieutenant Governor and Member

Allan J. Martin.....Deputy State Treasurer

Rob McKenna..... Attorney General

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FISCAL AGENT
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This publication will be available in alternative formats upon request to the Office of the State Treasurer. This publication is available in PDF format via the Internet at the Office of the State Treasurer's Home Page:

http://www.tre.wa.gov

The availability of this publication via the Internet will not under any circumstances create any implication that there has been no change in the affairs of the state since the date hereof, or that the statements and information herein are current as of any date after the date hereof.

The state's website is not part of this Official Statement, and investors should not rely on information presented in the state's website in determining whether to purchase the Certificates. This inactive textual reference to the state's website is not a hyperlink and does not incorporate the state's website by reference.

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Information set forth in this summary is qualified by the entire Official Statement. A full review of the entire Official Statement should be made by potential investors.

SUMMARY DESCRIPTION OF THE CERTIFICATES

Certificates:	The State of Washington Certificates of Participation, Series 2005F (the "Certificates"), represent undivided proportionate interests in State Payments to be made by the State of Washington (the "state") pursuant to the Master Financing Agreements between the Washington Finance Officers Association (the "Corporation"), which is a Washington nonprofit corporation, and the state. The Certificates are dated their date of initial delivery, which is expected to be December 15, 2005.
Interest Payments:	Interest evidenced and represented by the Certificates is payable semiannually on each January 1 and July 1, beginning July 1, 2006.
Principal Payments:	Principal evidenced and represented by the Certificates is payable semiannually on each January 1 and July 1, beginning July 1, 2006, through January 1, 2018, inclusive.
Prepayment:	The Certificates are subject to optional and extraordinary mandatory prepayment prior to their respective Principal Payment Dates. See "The Certificates—Prepayment."
Form of Certificates:	The Certificates will be executed and delivered in fully registered, book-entry only form in denominations of $5,000 or any integral multiple thereof.
Fiscal Agent:	The Bank of New York will act as Fiscal Agent for the Certificates (the "Fiscal Agent"). Payments of principal and interest represented by the Certificates will be paid to the Fiscal Agent, which in turn will be obligated to remit such payments to the Depository Trust Company ("DTC"). DTC will be obligated to remit payments to the DTC Participants, who in turn will be obligated to remit such payments to the beneficial owners in accordance with the operational arrangements then in effect at DTC.
Security:	The Certificates represent undivided proportionate interests in payments to be made by the state pursuant to the Master Financing Agreements between the Corporation and the state ("State Payments"). Except as otherwise described herein, State Payments are payable from payments to be made pursuant to the Agency Financing Agreements, each between the state and the applicable Agency ("Agency Payments"). The obligation of each State Agency to make its Agency Payments is subject to appropriation by the State Legislature and Executive Order reduction by the Governor. The state shall not be obligated to pay the State Payments other than from appropriated funds of the respective State Agencies. Payment of the Agency Payment of each Local Agency is secured by the full faith and credit of such Local Agency. In the event that any Local Agency fails to make any Agency Payment, the State Treasurer is obligated to withhold an amount sufficient to make such payment from the Local Agency's share, if any, of state revenues or other amounts authorized or required by law to be distributed by the state to such Local Agency, if otherwise legally permissible. Upon the failure of

any Local Agency to make any Agency Payment, the State Treasurer is further obligated, to the extent of legally available appropriated funds and subject to any Executive Order reduction, to make such payment on behalf of such Local Agency.

THE MASTER FINANCING AGREEMENTS, INCLUDING THE RELATED STATE AGENCY FINANCING ADDENDA, CONSTITUTE SPECIAL, LIMITED OBLIGATIONS OF THE STATE PAYABLE SOLELY FROM THE SOURCES AND SUBJECT TO THE LIMITATIONS SET FORTH THEREIN. NONE OF THE STATE PAYMENTS, AGENCY PAYMENTS, NOR THE CERTIFICATES CONSTITUTE OR REPRESENT DEBT OR GENERAL OBLIGATIONS OF THE STATE OR ANY STATE AGENCY, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY STATE AGENCY IS PLEDGED TO THE PAYMENT OF ANY SUCH PAYMENTS OR THE PRINCIPAL OR INTEREST EVIDENCED AND REPRESENTED BY THE CERTIFICATES. THE STATE WILL NOT BE OBLIGATED TO PAY THE SAME EXCEPT FROM AGENCY PAYMENTS AND OTHER AMOUNTS AS PROVIDED IN THE MASTER FINANCING AGREEMENTS. ANY PAYMENTS BY THE STATE TREASURER ON BEHALF OF A LOCAL AGENCY AND ANY PAYMENTS BY A STATE AGENCY ARE SUBJECT TO APPROPRIATION BY THE STATE LEGISLATURE AND EXECUTIVE ORDER REDUCTION BY THE GOVERNOR. A DETERMINATION BY THE STATE LEGISLATURE NOT TO APPROPRIATE, OR ANY EXECUTIVE ORDER REDUCTION BY THE GOVERNOR, WOULD NOT CONSTITUTE AN EVENT OF DEFAULT UNDER THE TRUST AGREEMENT, THE MASTER FINANCING AGREEMENTS OR ANY STATE AGENCY FINANCING ADDENDA.

The Corporation has assigned and transferred to the Fiscal Agent all of its right, title and interest in, to and under the Master Financing Agreements and the Agency Financing Agreements pursuant to the Master Assignments between the Corporation and the Fiscal Agent.

Purpose: The Certificates are being executed and delivered to finance and refinance the costs of acquisition and construction of certain real and personal property and improvements for the benefit of certain Agencies and to fund issuance costs with respect to the Certificates. See "Sources and Uses of Funds."

Legal Opinion: The Certificates are offered when, as and if executed and delivered, subject to the approving legal opinion of legality by Foster Pepper & Shefelman PLLC, Seattle, Washington, Certificate Counsel, and certain other conditions. The proposed form of such opinion is set forth in Appendix C.

Certificate Ratings: The Certificates have been rated "Aaa" (underlying "Aa2") by Moody's Investors Service. See "Other Certificate Information—Insurance" and "—Rating."

Continuing Disclosure:	The state has entered into an undertaking for the benefit of the owners of the Certificates to provide certain financial information and operating data to certain information repositories annually and to provide notice to each of those repositories or to the Municipal Securities Rulemaking Board and to a state information depository for the state, if one is created, of certain events pursuant to the requirements of Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12. See "Continuing Disclosure Undertaking."

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OFFICIAL STATEMENT

$11,100,000

STATE OF WASHINGTON

CERTIFICATES OF PARTICIPATION, SERIES 2005F

Evidencing and Representing Undivided Proportionate Interests of the Owners Thereof in State Payments to be Made by the State of Washington Pursuant to the Master Financing Agreements

INTRODUCTION

This Official Statement, including the cover hereof and the appendices hereto, was prepared to provide certain information relating to the sale and delivery by the State of Washington (the "state") of the above-captioned certificates of participation (the "Certificates"). Capitalized terms used herein, if not specifically defined, are used as defined in Appendix I to the Trust Agreement, referred to below.

The proceeds of the Certificates will be used to finance and refinance the costs of acquisition and construction of certain parcels of real property (the "Projects") and the acquisition of certain personal property for the benefit of certain State Agencies and Local Agencies (the "Agencies") as shown on the table entitled "Participating Agencies" on page ii, and to fund issuance costs with respect to the Certificates.

The Certificates are being executed and delivered by The Bank of New York as fiscal agent for the Certificates (the "Fiscal Agent"), pursuant to a trust agreement with respect to the Certificates (the "Trust Agreement"), dated as of the Dated Date, among the Fiscal Agent, the State Treasurer and the Washington Finance Officers Association, a Washington nonprofit corporation (the "Corporation"). The Certificates represent undivided proportionate interests in Base Rent Payments to be made under a master financing lease (the "Master Financing Lease") and/or Installment Payments to be made by the state under a master financing contract (the "Master Financing Contract" and together with the Master Financing Lease, the "Master Financing Agreements"), each dated as of the Dated Date, between the Corporation and the state.

Numerous state agencies including, in particular, the Office of the State Treasurer, the Department of Revenue, the State Attorney General, the Office of Economic and Revenue Forecast Council, the Department of Retirement Systems, and the Office of Financial Management, have assisted the State Finance Committee (the "Committee") in assembling the information contained herein.

Real Property

The parcels of real property comprising the Projects (the "Sites") are being leased to the Corporation by the applicable Agency pursuant to a site lease, dated as of the Dated Date (the "Site Lease"), between such Agency and the Corporation. Pursuant to the Master Financing Lease, the state is leasing the Sites and the Projects (collectively, the "Real Property") from the Corporation. The state in turn is subleasing the Real Property back to the respective Agency pursuant to a Financing Lease, dated as of the Dated Date, between the state and the Agency. Each such Agency will make payments to the state pursuant to its Financing Lease for the sublease of its Real Property ("Agency Rent Payments").

The Agency Rent Payments payable by the participating Agencies pursuant to the Financing Leases are at least equal to the corresponding Base Rent Payments payable by the state pursuant to the Master

Financing Lease. Pursuant to a master assignment (the "Master Assignment (Real Property)"), dated as of the Dated Date, the Corporation is assigning and transferring to the Fiscal Agent, without recourse:

(i) all of its rights to the Sites pursuant to the Site Leases,

(ii) all of its rights to receive the Base Rent Payments from the state pursuant to the Master Financing Lease,

(iii) its right to take all actions, exercise all remedies and give all consents under and pursuant to the Site Leases and the Master Financing Lease, and

(iv) all of its remaining right, title and interest in, to and under the Site Leases, the Master Financing Lease, the Financing Leases, and the Real Property.

Personal Property

Various Agencies purchased personal property to be financed with the proceeds of the Certificates (collectively, the "Personal Property" and, together with the Real Property, the "Property") on behalf of and as the agent of the Corporation. Pursuant to the Master Financing Contract, the state is purchasing the Personal Property from the Corporation. The state in turn is selling the Personal Property to the applicable Agencies pursuant to separate Agency financing contracts (the "Agency Financing Contracts" and, together with the Financing Leases, the "Agency Financing Agreements"), each dated as of the Dated Date, between the state and the respective Agencies.

Each Agency will make Agency Installment Payments to the state pursuant to its Agency Financing Contract for the purchase of its respective items of Property. The Agency Installment Payments payable by the participating Agencies pursuant to the Agency Financing Contracts in the aggregate are at least equal to the corresponding Installment Payments payable by the state pursuant to the Master Financing Contract.

Pursuant to a master assignment dated as of the Dated Date (the "Master Assignment (Equipment))" and, together with the Master Assignment (Real Property), the "Master Assignments"), the Corporation is assigning and transferring to the Fiscal Agent, without recourse:

(i) all of its rights to receive the Installment Payments from the state pursuant to the Master Financing Contract;

(ii) its right to take all actions, exercise all remedies and give all consents under and pursuant to the Master Financing Contract; and

(iii) all of its remaining right, title and interest in, to and under the Master Financing Contract and the Agency Financing Contracts, and in and to the Personal Property.

State and Agency Payments

Except as otherwise described herein, payments due from the state under the Master Financing Agreements ("State Payments") are payable from Agency Payments to be made pursuant to the Financing Leases and the Agency Financing Contracts (together, the "Agency Financing Agreements"). The obligation of each State Agency to make its Agency Payments shall be subject to appropriation by the State Legislature and Executive Order reduction by the Governor. The State shall not be obligated to pay the State Payments other than from appropriated funds of the respective State Agencies and from Agency Payments received from Local Agencies. Payment of the Agency Payments of each Local Agency is secured by the full faith and credit of such Local Agency. In the event that any Local Agency fails to make any payment due under its Agency Financing Agreements, the State Treasurer is obligated to withhold an amount sufficient to make such payment from the Local Agency's share, if any, of state revenues or other amounts authorized or required by law to be distributed by the state to such Local Agency, if otherwise legally permissible. Upon the failure of any Local Agency to make any Agency

Payment as required pursuant to its Agency Financing Agreement, the State Treasurer is further obligated, to the extent of legally available appropriated funds and subject to any Executive Order reduction, to make such payment on behalf of such Local Agency.

The Master Financing Agreements, including the related State Agency Financing Addenda, constitute special, limited obligations of the state payable solely from the sources and subject to the limitations set forth therein. None of the State Payments, Agency Payments, nor the Certificates constitute or represent debt or general obligations of the state or any State Agency, and neither the full faith and credit nor the taxing power of the state or any State Agency is pledged to the payment of any such payments or the principal or interest evidenced and represented by the Certificates. The state will not be obligated to pay the same except from Agency Payments and other amounts as provided in the Master Financing Agreements. Payments by the State Treasurer of any Agency Payments on behalf of a Local Agency and payments by a State Agency of its Agency Payments are subject to appropriation by the State Legislature and Executive Order reduction by the Governor. A determination by the State Legislature not to appropriate, or any Executive Order reduction by the Governor, would not constitute an event of default under the Trust Agreement, the Master Financing Agreements or any State Agency Financing Addenda.

Document Summaries

Certain financial information regarding the state has been taken or derived from the audited financial statements and other financial reports of the state. Reference should be made to said audited financial statements and other financial reports, and their accompanying notes, for complete information. Copies thereof are available for inspection at the Office of the State Treasurer upon request.

For summaries of the Certificates, the Trust Agreement, the Master Financing Agreements, the Agency Financing Agreements, the Master Assignments, and the Site Leases, see Appendix B—Definitions and Summary of Certain Legal Documents. The summaries and descriptions herein of the Certificates, the Trust Agreement, the Master Financing Agreements, the Agency Financing Agreements, the Master Assignments, the Site Leases, the Committee's authorizing resolution, and certain provisions of state law do not purport to be complete and are qualified in their entirety by reference to the complete provisions thereof, copies of which are available for inspection at the Office of the State Treasurer upon request. Any statements herein involving estimates, projections or forecasts are to be construed as such, rather than as statements of fact or representations that such estimates, projections or forecasts will be realized.

State Finance Committee

The Committee is composed of the Governor, Lieutenant Governor and State Treasurer, the latter being designated by law as Chairman. Pursuant to Chapter 3, Laws of 1981 (RCW 43.33.030), the Office of the State Treasurer provides administrative support to the Committee. By statutory provision, the Committee is delegated authority to supervise and control the issuance of all state bonds and approve all financing contracts and certificate of participation issues. A Deputy State Treasurer acts as recording officer for the Committee and is responsible for the administration of its official duties in accordance with prescribed policies of the Committee.

THE CERTIFICATES

Authorization

The state is authorized by chapter 39.94 RCW, as amended (the "Act"), to enter into financing contracts for the state and its agencies or on behalf of certain local agencies specified in the Act to acquire real and personal property to be used by the state or its agencies or those local agencies, and to issue certificates of participation in those contracts. The term "local agency" is defined in the Act to include a library or regional library, an educational service district, the superintendent of public instruction, the school directors' association, a health district, or any county, city, town, school district, or other municipal corporation or quasi-municipal corporation described as such by statute. Financing contracts may include, but are not limited to, conditional sales contracts, financing leases, lease purchase contracts, and refinancing contracts that provide for payment by the state over a term of more than one year.

All financing contracts of the state must be approved by the Committee. The Washington Supreme Court in *State Department of Ecology v. State Finance Committee*, 116 Wn.2d 246, 804 P.2d 1241 (1991), held that a financing contract for the state's Department of Ecology did not create debt within the meaning of Article 8, Section 1, of the Washington State Constitution.

The Committee, by Resolution No. 987, adopted on October 7, 2003, authorized and approved the execution and delivery of certificates of participation (including the Certificates) in series from time to time in payments to be made by the state pursuant to master financing contracts. The Committee also approved the forms of the Trust Agreement, the Master Financing Agreements, the Local Agency Financing Contracts, the Financing Leases, the State Agency Financing Addenda, the Site Leases, and the Master Assignments, and authorized and approved the execution and delivery thereof in connection with each series of certificates of participation.

Payment of Principal and Interest

The Certificates represent undivided proportionate interests in State Payments, and will be dated as of their date of initial delivery. The principal components of State Payments (the "Principal Components") evidenced and represented by the Certificates will be payable on the dates (each a "Principal Payment Date") and in the amounts as shown on page i of this Official Statement. The Certificates will be executed and delivered as fully registered certificates without coupons in denominations of $5,000 or any integral multiple thereof.

The interest component of State Payments will be payable semiannually on January 1 and July 1 of each year (each an "Interest Payment Date" and together with Principal Payment Dates, "Principal Payment Dates"), beginning July 1, 2006, at the rates shown on page i of this Official Statement. Such interest will be computed using a 360-day year comprised of twelve 30-day months. The interest component of State Payments will be payable to the person whose name appears on the certificate register of the Fiscal Agent as of the close of business on the 15th day of the month immediately preceding the month in which the Interest Payment Date occurs (the "Record Date"), whether or not such day is a business day. Interest is to be paid by check or draft mailed by first class mail on each Interest Payment Date to each Owner at the address as it appears on the certificate register of the Trust Agreement, or at the request of any Owner of at least $1,000,000 in aggregate principal amount of Certificates, by wire transfer within the United States of America of immediately available funds to the bank account specified in writing by such Owner to the Fiscal Agent no later than the applicable Record Date.

Payment of the Principal Component or Prepayment Price evidenced and represented by each Certificate is required to be made on the Principal Payment Date upon presentation and surrender thereof at the principal corporate trust office of the Fiscal Agent.

So long as the Depository Trust Company ("DTC") book-entry system is used for the Certificates, principal and interest represented by the Certificates will be paid to DTC for distribution to its Participants and payment to the beneficial owners of the Certificates. See Appendix E—Book-Entry Transfer System.

Prepayment

Optional Prepayment. The Certificates with Principal Payment Dates on and after July 1, 2016, are subject to optional prepayment prior to their respective Principal Payment Dates, as a whole or in part in Authorized Denominations on any date on or after January 1, 2016, upon the exercise by the state at the direction of any Agency of its option to prepay the Principal Components evidenced and represented by such Certificates, at the price of par plus accrued interest, if any, evidenced and represented thereby to the Prepayment Date.

Extraordinary Mandatory Prepayment. The Certificates are subject to extraordinary mandatory prepayment on any date prior to their respective Principal Payment Dates in whole or in part by lot in Authorized Denominations, upon certain governmental takings, losses of title and casualty losses, if any, to Property that result in prepayments of Financing Leases deposited in the Prepayment Account in the amount of the Principal Component evidenced and represented thereby being prepaid, plus accrued interest evidenced and represented thereby to the Prepayment Date, without premium.

Selection of Certificates for Prepayment. If the Certificates are in book-entry form at the time of prepayment, and less than all of the State Payments are being prepaid, the Fiscal Agent will direct DTC to instruct the DTC Participants to select such Certificates for prepayment pro rata among all Owners of the Principal Payment Date being prepaid. If the Certificates are not in book-entry form at the time of mandatory prepayment, the Fiscal Agent will select such Certificates for prepayment, pro rata among Owners, to the greatest extent possible, subject to maintaining Authorized Denominations.

Notice of Prepayment. Notice of prepayment is required to be given by the Fiscal Agent no less than thirty (30) nor more than sixty (60) days prior to the Prepayment Date, to (i) the State Treasurer, (ii) the Owner of each Certificate affected at the address shown on the Certificate Register on the date such notice is mailed, (iii) the Securities Depositories, and (iv) one or more Information Services. Each notice of prepayment must state the date of such notice, the date of execution and delivery of the Certificates, the Prepayment Date, the Prepayment Prices, the place or places of prepayment (including the name and appropriate address or addresses of the Fiscal Agent), the CUSIP number of the Certificates being prepaid, the source of the funds to be used for such prepayment, the Principal Component due evidenced and represented by the Certificates, the distinctive certificate numbers of the Certificates or portions thereof to be prepaid, the rate or rates of interest evidenced and represented by the Certificates to be prepaid, and the Principal Payment Dates of the Certificates to be prepaid. Such notice must also state that the interest evidenced and represented by the Certificates designated for prepayment shall cease to accrue from and after such Prepayment Date, and that on said date there will become due and payable with respect to each of said Certificates the Prepayment Price of such Certificate to be prepaid, and interest, if any, accrued thereon to the Prepayment Date. Such notice will require that such Certificates be then surrendered at the address or addresses of the Fiscal Agent specified in the prepayment notice.

Partial Prepayment. Upon surrender of any Certificate prepaid in part only, the Fiscal Agent will provide a replacement Certificate or Certificates evidencing and representing a principal amount equal to the portion of the Principal Component evidenced and represented by such Certificate not prepaid, and deliver it to the Owner thereof. The Certificate so surrendered is required to be cancelled by the Fiscal Agent.

Book-Entry System

The Certificates initially will be delivered under a book-entry only system, registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), acting as depository for the Certificates. Individual purchases of the Certificates will be made in book-entry form only. Purchasers will not receive certificates representing their beneficial ownership interests in the Certificates. For information about the DTC book-entry system, see Appendix E—Book-Entry Transfer System.

Defeasance

If money and/or certain types of securities maturing at such times and bearing interest to be earned thereon in amounts sufficient to prepay the principal and interest evidenced and represented by any or all of the Certificates in accordance with their terms and the terms of the Trust Agreement and the Master Financing Agreements are set aside irrevocably in a special trust account to effect such prepayment and are pledged for such purpose, then no further payments are required to be made to pay or secure the payment of such principal and interest evidenced and represented by such Certificates, and such Certificates will be deemed thereafter not to be outstanding. See Appendix B—Definitions and Summary of Certain Legal Documents.

SOURCES AND USES OF FUNDS

The following table shows the sources and uses of funds:

Sources	
Principal Component of Certificates	$ 11,100,000
Total Sources	$ 11,100,000
Uses	
Deposit to Acquisition Fund (Personal Property)	$ 9,365,330
Deposit to Project Fund (Real Property)	1,485,000
Estimated Costs of Issuance, Insurance Premium and Underwriting	249,670
Total Uses	$ 11,100,000

SOURCES OF PAYMENT AND SECURITY FOR THE CERTIFICATES

State Payments

The Certificates will represent undivided proportionate interests in the State Payments. Pursuant to the Master Financing Agreements, the Corporation will lease or sell the Property to the state. In consideration thereof, the state is required to make State Payments to the Fiscal Agent, as assignee of the Corporation, during the term of the Master Financing Agreements. State Payments are composed of Principal Components and/or Interest Components. State Payments are due on each Principal Payment Date.

Except as otherwise described below, State Payments are payable solely from Agency Payments. The total of the Agency Payments payable by the participating Agencies on each Agency Rent Payment Date and Agency Installment Payment Date pursuant to the Agency Financing Agreements is at least equal to the State Payments payable on the next succeeding Base Rent Payment Date and Installment Payment Date. Agency Payments are due one month prior to the corresponding Base Rent Payment Date and Installment Payment Date.

Pursuant to the Master Assignments, the Corporation is assigning and transferring to the Fiscal Agent, without recourse, all of its rights to receive the State Payments, its right to take all actions, exercise all remedies and give all consents under and pursuant to the Master Financing Agreements and all of its remaining right, title and interest in, to and under the Master Financing Agreements and the Agency Financing Agreements, and in and to the Property.

State Intercept

In the event that any Local Agency fails to make any Agency Payment due under its Agency Financing Agreements, the State Treasurer is obligated pursuant to the Master Financing Agreements to withhold an amount sufficient to make such payment from the Local Agency's share, if any, of state revenues or other amounts authorized or required by law to be distributed by the state to such Local Agency, including but not limited to leasehold excise taxes, sales and use taxes, excise taxes, property taxes and liquor control board receipts; *provided*, that the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by state law. Such withholding will continue until all such payments due under the related Agency Financing Agreements have been made. Amounts withheld by the State Treasurer will be applied to make any such payment due under the Agency Financing Agreements on behalf of the Local Agency, or to reimburse the State Treasurer for any such payment made by the State Treasurer.

THERE CAN BE NO ASSURANCE AS TO THE AVAILABILITY OF FUNDS FOR INTERCEPT BY THE STATE TREASURER WITH RESPECT TO ANY LOCAL AGENCY UPON ITS FAILURE TO MAKE ANY AGENCY PAYMENT PURSUANT TO ITS AGENCY FINANCING AGREEMENTS**.**

Conditional State Payment Obligation

Upon the failure of any Local Agency to make any Agency Payment pursuant to its Agency Financing Agreement, the State Treasurer is obligated, to the extent of legally available appropriated funds and subject to any Executive Order reduction, to make such payment on behalf of such Local Agency within ten (10) Business Days after such Agency Payment was due.

The State Treasurer currently has appropriation authority sufficient to make any such payments that may come due within the current biennium. The State Treasurer has covenanted in the Master Financing Agreements to include in its biennial budget all scheduled Agency Payments due during such biennium pursuant to any Agency Financing Agreements with a Local Agency and to use its best efforts to obtain appropriations by the State Legislature in amounts sufficient to make any such payments.

Limited Obligations of State

THE MASTER FINANCING AGREEMENTS, INCLUDING THE RELATED STATE AGENCY FINANCING ADDENDA, CONSTITUTE SPECIAL, LIMITED OBLIGATIONS OF THE STATE PAYABLE SOLELY FROM THE SOURCES AND SUBJECT TO THE LIMITATIONS SET FORTH THEREIN. NEITHER THE STATE PAYMENTS NOR THE CERTIFICATES CONSTITUTE OR REPRESENT DEBT OR GENERAL OBLIGATIONS OF THE STATE, AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE IS PLEDGED TO THE PAYMENT OF ANY STATE PAYMENTS OR THE PRINCIPAL OR INTEREST EVIDENCED AND REPRESENTED BY THE CERTIFICATES. THE STATE WILL NOT BE OBLIGATED TO PAY THE SAME EXCEPT FROM AGENCY PAYMENTS AND OTHER AMOUNTS AS PROVIDED IN THE MASTER FINANCING AGREEMENTS.

Non-Appropriation and Executive Order Reduction

ANY PAYMENTS BY THE STATE TREASURER ON BEHALF OF A LOCAL AGENCY AND ANY PAYMENTS BY A STATE AGENCY ARE SUBJECT TO APPROPRIATION BY THE STATE LEGISLATURE AND EXECUTIVE ORDER REDUCTION BY THE GOVERNOR. A DETERMINATION BY THE STATE LEGISLATURE NOT TO APPROPRIATE, OR ANY EXECUTIVE ORDER REDUCTION BY THE GOVERNOR, WOULD NOT CONSTITUTE AN EVENT OF

DEFAULT UNDER THE TRUST AGREEMENT, THE MASTER FINANCING AGREEMENTS OR ANY STATE AGENCY FINANCING ADDENDA.

Permitted Termination Events

Under each State Agency Financing Addendum, each of the following constitutes a "Permitted Termination Event":

(i) the State Legislature elects not to appropriate sufficient funds within any biennial budget for the purpose of paying the Agency Payments due during the next occurring biennium, or

(ii) the Governor issues an Executive Order mandating an emergency reduction in state funding; provided, that the State Agency delivers written notice thereof to the State Treasurer as required by the State Agency Financing Addendum.

Upon a Permitted Termination Event, subject to the provisions of the Master Financing Agreements, the State Agency Financing Addenda, the state may terminate a State Agency Financing Addendum and the related obligation of the State Treasurer under the Master Financing Agreements.

The occurrence of a Permitted Termination Event does not constitute an Agency Event of Default, a Master Financing Agreement Event of Default or an Event of Default, and remedies of the return of the equipment (in the case of Personal Property) or re-entry and re-letting during the term of the Site Leases (in the case of Real Property) are the sole remedies available to the State Treasurer and the Corporation upon such occurrence. See "Master Financing Agreement—Permitted Termination Events" and "Agency Financing Agreement—Permitted Termination Events" in Appendix B.

Payment History

The principal and interest represented by certificates of participation in lease or other payment obligations that are payable by the state have always been paid when due. The state has never failed to appropriate funds to meet its lease, installment sale or other payment obligations with respect to outstanding certificates of participation therein.

Agency Payments

Pursuant to the Agency Financing Agreements, each Agency is required to make Agency Payments to the state with respect to its Property. Agency Payments are composed of principal and interest components and are payable, during the term of the applicable Agency Financing Agreements, on the first day of each month immediately preceding the related Principal Payment Date. The Agency Payments in the aggregate are at least equal to the corresponding State Payments.

Each State Agency has covenanted in its Agency Financing Agreement to take such action as may be necessary to include all of its Agency Payments due thereunder in its biennial budget and to use its best efforts to obtain appropriations by the State Legislature in amounts sufficient to make all such Agency Payments.

Each Local Agency has covenanted in its Agency Financing Agreement to take such action as may be necessary to include all the Agency Payments due thereunder in its annual budget and to make the necessary annual appropriations for all such Agency Payments.

The obligation of each Local Agency to make its Agency Payments is a direct and general obligation of the Local Agency to which the full faith and credit of such Local Agency is pledged. Each Local Agency executing an Agency Financing Agreement has covenanted and agreed that it will levy taxes, to the extent permitted by law, in such amounts and at such times as necessary, within and as a part of the tax levy

permitted to the Local Agency without a vote of its electors, to provide funds, together with other money legally available for that purpose, to make its Agency Payments.

Substitution of Real Property

Under the Master Financing Lease and the corresponding provisions of each Financing Lease, the State Treasurer may substitute and consent to the substitution, for a parcel of Real Property, of another parcel or parcels of real property by first filing with the Fiscal Agent, as Assignee of the Corporation:

(i) an Opinion of Counsel to the effect that such substitution (a) is permitted under the Master Financing Lease, and (b) in and of itself, will not adversely effect the exclusion from gross income for federal income tax purposes of the Interest Component of the Certificates;

(ii) an appraisal or other written evidence from an independent, disinterested real property appraiser acceptable to the State Treasurer and the Fiscal Agent to the effect that such substitute Real Property has an estimated fair rental value for the remaining term of the Financing Leases equal to or greater than the Agency Rent Payments due thereunder from time to time thereafter;

(iii) a certificate of the Agency to the effect that such substitute Real Property is free and clear of any mortgages, deeds of trust, liens, or other similar encumbrances, other than Permitted Encumbrances, and is essential to the Agency's ability to carry out its governmental functions and responsibilities; and

(iv) written evidence from each Rating Agency then rating the Certificates that such substitution, in and of itself, will not result in the suspension, reduction or withdrawal of any ratings on the Certificates by such Rating Agency.

Release of Real Property

Under the Master Financing Lease and corresponding provisions of each Financing Lease, the State Treasurer may release and consent to the release of a portion of the Real Property leased under the Site Lease, and subleased under and pursuant to the Master Financing Lease and the Financing Lease, by first filing with the Fiscal Agent, as assignee of the Corporation:

(i) an Opinion of Counsel to the effect that such release (a) is permitted under the Master Financing Lease, and (b) in and of itself, will not adversely effect the exclusion from gross income for federal income tax purposes of the Interest Component of the Certificates;

(ii) an appraisal or other written evidence from an independent, disinterested real property appraiser acceptable to the State Treasurer and the Fiscal Agent to the effect that the remaining portion of the Real Property has an estimated fair rental value for the remaining term of the Financing Leases equal to or greater than the Agency Rent Payments due from time to time thereunder;

(iii) provision by such Agency of any necessary easements, reciprocal agreements or other rights as may be necessary to provide comparable pedestrian and vehicular access, and other uses and amenities (including but not limited to water, sewer, electrical, gas, telephone, and other utilities) as existed prior to such release; and

(iv) written evidence from each Rating Agency then rating the Certificates that such release, in and of itself, will not result in the suspension, reduction or withdrawal of any ratings on the Certificates by such Rating Agency.

Substitution of Personal Property

Under the Master Financing Contract and the corresponding provisions of the Agency Financing Contracts, the State Treasurer may substitute or consent to the substitution for an item of Personal Property acquired for and on behalf of an Agency of other personal property by filing with the Fiscal Agent, as assignee of the Corporation:

(i) a certificate of such Agency stating that such substitute Personal Property (a) has a remaining useful life equal to or greater than the Personal Property for which it is being substituted; (b) has a fair market value equal to or greater than the fair market value of the item of Personal Property for which it is being substituted; (c) is free and clear of all liens and encumbrances except a first priority security interest in favor of the Fiscal Agent, as assignee of the Corporation, under the Master Financing Contract; (d) is of equal usefulness and value as the Personal Property for which it is being substituted; (e) is essential to the Agency's ability to carry out its governmental functions and responsibilities; and (f) is expected to be used by such Agency immediately and for the term of its Agency Financing Contract; and

(ii) an Opinion of Counsel to the effect that such substitution will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code.

State Payments and Agency Payments Not Subject to Abatement

The State Payments and the Agency Payments are *not* subject to abatement upon damage to or destruction of any of the Property, nor are such payments otherwise subject to diminution, reduction, postponement, counterclaim, defense, or set-off as a result of any dispute, claim or right of action by, against or among the state, the Corporation, the Fiscal Agent, any Agency, and/or any other Person, or for any other reason.

Acceleration

The Certificates may be subject to acceleration upon the occurrence of an Event of Default under the Master Financing Agreements. However, the Certificates are not subject to acceleration upon the occurrence of an Agency Event of Default under any related Agency Financing Agreements. See Appendix B—Definitions and Summary of Certain Legal Documents.

Limitations on Exercise of Remedies

Real Property. Upon the occurrence of an Event of Default under the Master Financing Lease or a Financing Lease, the Fiscal Agent, as assignee of the Corporation, may pursue any available legal or equitable remedy, which may include suing for rent as the same becomes due or re-entering the Real Property for the benefit of the Owners of the Certificates, and terminating the Master Financing Lease or the Financing Lease, as appropriate, and accelerating the unpaid rent or suing for damages.

However, the remedies provided in the Master Financing Lease, the Financing Lease and/or the Trust Agreement may be unenforceable under certain circumstances due to the application of principles of equity to state or federal laws relating to bankruptcy, moratorium, reorganization, and creditors' rights generally and to limitations on remedies against the state and the Agencies under the laws of the State of Washington. Moreover, due to the essential governmental nature of the Real Property or portions thereof, it is not certain whether a court would permit the exercise of the remedy of re-letting with respect thereto. In addition, the enforcement of remedies provided in the Master Financing Lease, the Financing Lease and the Trust Agreement could prove both expensive and time-consuming. In any event, although the Fiscal Agent has the right, upon the occurrence of an Event of Default or an Agency Event of Default, to re-enter and re-let the applicable Real Property, it is unknown whether any such reentry, re-letting or other disposition would result in the collection of amounts sufficient to make the related Agency Rent Payments. Moreover, the Fiscal Agent would not be obligated to re-let the Real Property in a manner so as to preserve the tax-exempt nature of interest represented by the Certificates.

Personal Property. Upon the occurrence of an Event of Default under the Master Financing Contract, the Fiscal Agent, as assignee of the Corporation, may pursue any available legal or equitable remedy against the state, which may include suing for Installment Payments then due and thereafter becoming due, or enforcing the observance or performance of any covenant, agreement or obligation of the state under the Master Financing Contract. Also, by written notice to the state, the Fiscal Agent may request

the state to promptly return the item or items of Personal Property with respect to which such default occurred to the Fiscal Agent in good condition at the state's own expense. The state has covenanted in the Master Financing Contract to comply with such request.

Upon the occurrence of an Agency Event of Default under an Agency Financing Contract, the Fiscal Agent may pursue any available legal or equitable remedy against the related Agency, which may include suing for Agency Installment Payments then due and thereafter becoming due, or enforcing the observance or performance of any covenant, agreement or obligation of the Agency under the Master Financing Contract. Also, by written notice to the Agency, the Fiscal Agent may request the Agency to promptly return the item or items of Personal Property with respect to which such default occurred to the State Treasurer in good condition at the Agency's own expense. In addition, the Fiscal Agent may declare an amount equal to all unpaid Agency Installment Payments to become due and payable under the Agency Financing Contract, including but not limited to the Agency Interest Components accrued and unpaid, to be immediately due and payable without further demand. However, the Fiscal Agent's remedies against the state upon the occurrence of an Agency Event of Default are limited to requiring the state to assemble the Personal Property and make it available to the Fiscal Agent.

The remedies provided in the Master Financing Contract, the Agency Financing Contracts and/or the Trust Agreement may be unenforceable under certain circumstances due to the application of principles of equity to state or federal laws relating to bankruptcy, moratorium, reorganization, and creditors' rights generally and to limitations on remedies against the state and the Agencies under the laws of the State of Washington. Moreover, due to the essential governmental nature of the Personal Property, it is not certain whether a court would permit the exercise of the remedies of repossession and re-sale of the Personal Property. In addition, the enforcement of remedies provided in the Master Financing Contract, the Agency Financing Contracts and the Trust Agreement could prove both expensive and time consuming. In any event, although the Fiscal Agent has the right, upon the occurrence of an Event of Default or an Agency Event of Default, to repossess and re-sell the applicable Personal Property, it is unknown whether such actions would result in the collection of amounts sufficient to make the related Agency Installment Payments. Moreover, the Fiscal Agent would not be obligated to re-sell the Personal Property in a manner so as to preserve the tax-exempt nature of interest represented by the Certificates.

WASHINGTON FINANCE OFFICERS ASSOCIATION

The Washington Finance Officers Association is a Washington nonprofit corporation the members of which consist of state and local government finance officials in the state. The Corporation was formed primarily for educational purposes, including promoting the improvement of government finance in the state. The Corporation acts as the nominal purchaser, seller, lessee, and sublessor in connection with various certificate of participation financings undertaken by the State Treasurer for the benefit of state and local government agencies. In connection with the Certificates, the Corporation is acting as the lessee under the Site Leases, and as lessor under the Master Financing Lease. As of the closing, the Corporation will irrevocably assign and transfer all of its right, title and interest in and to the Master Financing Agreements to the Fiscal Agent, and thereafter will have no rights or interest with respect to the Certificates, the Property, the Master Financing Agreements, the Agency Financing Agreements, or the Site Leases. The Corporation has not participated in the preparation of this Official Statement, and is not responsible for any of the statements or information herein.

INITIATIVE AND REFERENDUM

Under the State Constitution, the voters of the state have the ability to initiate legislation and to modify, approve and reject existing statutes through the powers of initiative and referendum. Initiatives and referenda are submitted to the voters upon receipt of a petition signed by at least eight percent (initiatives)

and four percent (referenda) of the number of voters registered and voting for the office of Governor at the preceding regular gubernatorial election. Any law approved in this manner by a majority of the voters may not be amended or repealed by the State Legislature within a period of two years following enactment, except by a vote of two-thirds of all the members elected to each house of the State Legislature. After two years, the law is subject to amendment or repeal by the State Legislature in the same manner as other laws. The State Constitution may not be amended by initiative or referendum.

Initiative 776

Initiative Measure No. 776 ("I-776") was approved by voters on November 5, 2002. I-776 reduced combined license tab fees for light trucks from between $37 and $55 per year, depending upon vehicle weight, to $30 per year. I-776 also repealed certain government-imposed excise taxes and fees levied on motor vehicles, including, among others, (i) local option vehicle license fees of up to $15 per year imposed by counties or qualified cities or towns with voter approval, and (ii) voter-approved high capacity transportation motor vehicle excise taxes ("high capacity transportation MVET") imposed by regional transit authorities (including the high capacity transportation MVET of 0.3 percent of vehicle value currently imposed by Sound Transit). Pierce County, the City of Tacoma, King County, and several individual voters challenged I-776 as a violation of two state constitutional provisions, the single subject rule and the prohibition on passage of laws impairing existing contracts. The latter claim arose from certain general obligation bonds issued by King County that included a specific pledge of revenues repealed by I-776. On December 4, 2002, the superior court granted the plaintiffs' request for preliminary injunction against implementing I-776. On October 30, 2003, the Washington State Supreme Court ruled that I-776 did not violate either state constitutional provision. I-776 went into effect thereafter. The case has been remanded back to the Superior Court for determination of issues remaining in the case, including whether I-776's repeal of the MVET would impair existing Sound Transit bond contracts, which include a pledge of the MVET. The Superior Court upheld the constitutionality and legality of I-776 with regard to all remaining issues except the question of impairment to Sound Transit's bonds. The court held that prohibiting Sound Transit from collecting the MVET would be an impairment of the bond contracts. The decision of the Superior Court has been appealed to the Washington Supreme Court.

Future Initiative Legislation

Other tax and fee initiative measures may be filed, but it cannot be predicted whether any such initiatives might gain sufficient signatures to qualify for submission to the State Legislature and/or the voters, or, if submitted, would ultimately be approved.

ECONOMIC AND REVENUE FORECASTS

Revenue, budgetary and economic information concerning the state government and Washington State as a whole is contained in Appendix A. Pursuant to state law the Office of Economic and Revenue Forecast Council (the "Council") provides state economic and tax revenue results and forecasts on a quarterly basis. The most recent release of data occurred on November 17, 2005. A press release summarizing the results of the November 17, 2005, economic results and forecasts is available on the state's website (*www.erfc.wa.gov)*. The next forecast will be released on or about February 16, 2006. Copies of the report and subsequent reports are available from the Office of Economic and Revenue Forecast Council, P.O. Box 40912, Olympia, Washington 98504-0912. See Appendix A—General and Economic Information—Revenues, Expenditures and Fiscal Controls—State Economic and Revenue Forecasting Process.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT, INCLUDING BUT NOT LIMITED TO APPENDIX A, CONSTITUTE "FORWARD LOOKING STATEMENTS" WITHIN THE MEANING OF THE UNITED STATES PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995, SECTION 21E OF THE UNITED STATES SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, AND

SECTION 27A OF THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY THE TERMINOLOGY USED SUCH AS "PLAN," "EXPECT," "FORECAST," "ESTIMATE," "BUDGET," OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD LOOKING STATEMENTS. THE STATE DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR.

LITIGATION

There is no litigation now pending against the state to the knowledge of the Deputy State Treasurer based on an inquiry with the Attorney General's Office in any way restraining or enjoining the sale, issuance, execution, or delivery of the Certificates or in any other manner affecting the validity of the Certificates, the Trust Agreement, the Site Leases, the Master Financing Agreements, or the Agency Financing Agreements or of the proceedings or authority pursuant to which they are to be executed and delivered.

The state and its agencies are parties to numerous routine legal proceedings that normally occur in governmental operations. At any given point in time, there may be numerous lawsuits involving state agencies which could impact expenditures. There is a recurring volume of tort and other claims for compensation and damages against the state and some specific state agencies, including the Departments of Transportation, Corrections, Social and Health Services, and the University of Washington. There are risk management funds reserved by the state for these claims and insurance is available to pay a portion of damages for certain types of claims. There has been a trend in recent years of higher jury verdicts on certain types of damage claims. The collective impact of these claims, however, is not likely to have a material impact on state revenues or expenditures.

During the reporting period, there were a number of lawsuits challenging the management and administration of state programs. Some lawsuits seek an expansion of program social services for certain constituents. In *Allen v. Western State Hospital*, for instance, the Washington Protection and Advocacy System has filed a class action lawsuit on behalf of patients with developmental disabilities at Western State Hospital alleging that the state programs are inadequate and the state has failed to provide community-based services when appropriate. The trial has been stayed pending further review of whether program changes and funding requests to the State Legislature by the Department of Social and Health Services will resolve claims. A similar lawsuit, *Marr v. Eastern State Hospital*, has been filed on behalf of patients at Eastern State Hospital. In *Pierce County, et al. v. DSHS*, plaintiffs seek damages and injunctive relief in a challenge to the state's mental health system. Plaintiffs assert that the state agency and the State Legislature have failed in their duty to provide care for the mentally ill and developmentally disabled. The trial date is set for January , 2006. *Arc, et al. v. Quasim* and *Boyle v. Braddock* are two actions filed on behalf of persons with developmental disabilities that are seeking access to Medicaid-funded services. Both actions were denied class certification, dismissed at the trial court level and appealed to the United States Court of Appeals in the Ninth Circuit. At the suggestion of the Ninth Circuit, the parties have engaged in mediation in an attempt to resolve the relevant issues. The Ninth Circuit recently affirmed the orders denying class certifications, but held that Arc had representational standing to pursue the claims. The Ninth Circuit also affirmed the trial court's ruling that upheld the cap on enrollment in the Medicaid waiver, but remanded for trial on Plaintiffs' claim that the state, by offering institutional care but not community-based care, violates the Americans with Disabilities Act. If these claims are not resolved by mediation, it is difficult to estimate with any certainty the potential costs of program changes that may be necessary to comply with whatever order is finally entered. None of these lawsuits, however, are expected to have a material impact on state revenues or expenditures. If

relief is granted in any of the actions, there would be a need to reprioritize agency program expenditures in the budget process to provide necessary changes in program support.

Over the past ten years, the state has reported on the recurring litigation challenging the state's business and occupation tax structure (referred to as the interstate manufacturers litigation). This litigation represents the claims of corporate taxpayers for business and occupation tax refunds from periods from 1980 to the present. In the most recent round of this litigation, the United States Supreme Court denied *certiorari* review of an April 1999 decision by the State Supreme Court. *W.R. Grace & Co. - Conn. and Chrysler Motors Corporation v. State of Washington, Department of Rev., and Buffelen Woodworking Co., et al. v. State of Washington, Department of Rev.* The State Supreme Court denied claims for a refund except to the extent the taxpayers could demonstrate entitlement to credits against their state tax liability measured by gross receipt of taxes paid to other taxing jurisdictions outside of the state. The taxpayers continue to use other refund claims to try to re-present the issue to the United States Supreme Court. Sizeable refund awards, however, are considered remote.

In *Estate of Hemphill*, several thousand estates in Washington sought refunds from the Department of Revenue of estate taxes previously paid. The plaintiffs asserted that the June 2001 changes to the federal Internal Revenue Code which phase out the federal credit allowed to state death taxes must be read consistently with Initiative 402, which enacted the state's pick-up estate tax in 1981. The estates sought refunds and a declaration that the state estate tax will be completely phased out in January 2005. The Superior Court granted summary judgment in favor of the Department. The court held that the state law was not amended by the June 2001 federal legislation because the state law incorporates by reference the provisions in the IRS code that existed prior to the June 2001 legislation. The case was appealed directly to the Washington State Supreme Court, which issued its opinion on February 3, 2005, reversing the superior court and granting all of the relief requested by plaintiffs. The refunds due the plaintiff were approximately $152 million. In the 2005 legislative session, the State Legislature enacted a stand-alone estate tax which applies to estates of decedents who die on or after May 17, 2005, and whose gross estates exceed $1.5 million in 2005 or $2 million thereafter.

In a class action against the Department of Personnel, *WPEA v. State*, employees in "common classes" in general government agencies and higher education institutions seek back pay and current adjustments to rectify salary differentials between each set of common classes. The salary differentials amount to approximately $10 million per year, beginning in 1996. Plaintiffs' claims, which are based on equal protection violations, were rejected by the Superior Court. The Court of Appeals reversed and held that the salary differentials constitute an equal protection violation. The state has filed a petition for review with the Washington Supreme Court. If the Supreme Court declines to review the decision or affirms the decision, the State Legislature would have to reprioritize program expenditures in the budget process.

In the past there has been periodic litigation involving reimbursement for state-paid medical care. Currently, there is one lawsuit which raises issues such as eligibility for Medicaid benefits and the proper formula for cost reimbursement. It is difficult to predict whether this case, *Spokane County v. DSHS*, will result in any significant amount of reimbursement under the theories presented. The plaintiffs allege that mental health services were provided to individuals who were improperly terminated and should have been included in the applicable formula for payments to the Regional Support Networks. The case was filed in July 2003, and very little action has been taken by the Plaintiffs to pursue the matter. The amount of damages claimed is uncertain, although the damage claim is likely to be in the millions of dollars. A second lawsuit, *Capital Medical Center et al v. DSHS*, involves claims by hospitals that provided emergency medical care to uninsured individuals under a now-discontinued state program. The program required that coverage would begin only after the individual had incurred a minimum of $2,000 in emergency medical expenses, and the Department rules required that this amount remain a patient liability. The 26 plaintiff hospitals are now claiming that the requirement was only an eligibility condition, and that they should be reimbursed from the amounts deducted from their bills to satisfy the requirement. As with the case discussed above, it is difficult to predict the outcome, but if there is an

unfavorable result, the judgment against the department could be as high as $40 million. In a recently filed action, *Regency Pacific v. DSHS*, 18 nursing homes claim improper and inadequate Medicaid reimbursement due to alleged errors in the Department's rate calculation dating back to 2002. The Department is evaluating what the potential claims may be in this matter. If any of these cases results in substantial judgments or settlements, there may be a need to reprioritize agency program expenditures in the budget process.

In the school funding arena, *School Districts' Alliance For Adequate Funding of Special Education v. State* was recently filed in Thurston County Superior Court by a coalition of eleven school districts. The case alleges that the State Legislature underfunded special education by approximately $178 million dollars during the 2001-03 Biennium. The districts have requested a declaration from the court that the formula and process the state uses to fund special education is flawed and an order directing the State Legislature to meet its constitutional requirement to fully fund special education. A trial date of October 3, 2005, has been established. If the state is unsuccessful in the litigation and the court grants the plaintiffs' requested relief, the State Legislature would have to perform a review of the costs of special education and potentially have to reprioritize program expenditures in the budget process. There is also a threatened legal challenge to the state's current process of funding all basic education. Such an action could pose potentially greater costs than the special education case. The basic education lawsuit is expected sometime in late 2005 or 2006.

In January 2001, Washington Treaty Tribes and the United States renewed a lawsuit in federal district court against the state raising the issue of whether the Indian Treaties include a right of environmental protection for salmon habitat. This matter is referred to as Phase II of *U.S. v. Washington*. The case involves the specific question of whether the Treaty "right of taking fish" imposes a duty to ensure that roadway culverts do not reduce the number of salmon available for harvest. The case has been in settlement discussions for the past two years, trial has now been set for July 2006. The Washington State Department of Transportation, the agency with the greatest exposure in the case, currently has estimated that the cost of fixing the existing fish passage barriers will be at least several hundred million dollars over the next 20 years. However, many of these projects and the related expenditures are expected to be carried out by the state whether or not plaintiffs are successful in this matter. Accordingly, it cannot be predicted whether a settlement or any judgment would require a different amount or schedule of expenditures than have already been estimated and expected to be spent by the state.

On July 20, 2005, a group of plaintiffs filed suit in the Superior Court in Snohomish County in an attempt to challenge the legality of certain tax increases passed in the 2005 legislative session. The group consists of the Washington State Farm Bureau Federation, the Washington State Grange, the National Federation of Independent Business, the Building Industry Association of Washington, the Evergreen Freedom Foundation, the Washington Association of Realtors, and an individual voter. The complaint challenges the constitutionality of SSB 6078, which temporarily amended the requirement in RCW 43.135.035 of a two-thirds vote of both houses of the Legislature for tax increases. Plaintiffs allege that SSB 6078 violates the prohibition, in Article II, Sec. 37, of the Washington State Constitution, which prohibits revising or amending an act by mere reference to its title. According to plaintiffs, SSB 6078 also amends RCW 43.135.080 without setting forth that provision in full. Plaintiffs also challenge provisions in SSB 6078 which amend how the limit on state expenditures is calculated and adjusted, and they challenge the total budget amount that was adopted by the 2005 State Legislature based on the amended expenditure limit. Finally, plaintiffs challenge whether certain transfers of state funds impacted the state's expenditure limit. Plaintiffs are seeking a declaration that SSB 6078 is unconstitutional and void, that certain tax increases adopted through the changed voting requirements in SSB 6078 are also illegal and void, and that the identified fund transfers did not result in an increase in the state expenditure limit. An answer has been filed by the state.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters incident to the authorization, issuance and sale by the state of the Certificates are subject to the approval of legality by Foster Pepper & Shefelman PLLC, Seattle, Washington, Certificate Counsel, and certain other conditions. The proposed form of the legal opinion of Certificate Counsel is set forth in Appendix C hereto. Certain legal matters will be passed upon for the Agencies by their respective counsel.

Certificate Counsel will deliver a legal opinion to the state to the effect that the statements in the section of this Official Statement entitled "The Certificates" and "Sources of Payment and Security for the Certificates" and in Appendix B—Definitions and Summary of Certain Legal Documents hereto are accurate in all material aspects, but only insofar as such statements summarize or describe the terms of the Certificates, the Trust Agreement, the Master Financing Agreements, the Agency Financing Agreements, the Master Assignments, and the Site Leases. Neither Certificate Counsel nor counsel to the Agencies otherwise assumes any responsibility or liability for the accuracy or completeness of this Official Statement. Counsel to the Agencies have not reviewed this Official Statement. The payment of compensation to Certificate Counsel is contingent upon the successful delivery of the Certificates to, and full payment for the Certificates by, the successful bidders.

TAX MATTERS

Tax Exemption of Certificates

Exclusion from Gross Income. In the opinion of Foster Pepper & Shefelman PLLC, Seattle, Washington, Certificate Counsel, under existing federal law and assuming compliance with applicable requirements of the Code that must be satisfied subsequent to the issue date of the Certificates, interest evidenced and represented by the Certificates will be excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax applicable to individuals.

Continuing Requirements. The state is required to comply with certain requirements of the Code after the date of execution and delivery of the Certificates in order to maintain the exclusion of the interest evidenced and represented by the Certificates from gross income for federal income tax purposes, including, without limitation, requirements concerning the qualified use of Certificate proceeds and the facilities financed with Certificate proceeds, limitations on investing gross proceeds of the Certificates in higher yielding investments in certain circumstances, and the requirement to comply with the arbitrage rebate requirement to the extent applicable to the Certificates. The state has covenanted in the Master Contract to comply with those requirements, but if the state fails to comply with those requirements, interest evidenced and represented by the Certificates could become taxable retroactive to the date of execution and delivery of the Certificates.

Corporate Alternative Minimum Tax. While interest evidenced and represented by the Certificates also is not an item of tax preference for purposes of the alternative minimum tax applicable to corporations, under Section 55 of the Code, tax-exempt interest, including interest evidenced and represented by the Certificates, received by corporations is taken into account in the computation of adjusted current earnings for purposes of the alternative minimum tax applicable to corporations (as defined for federal income tax purposes). Under the Code, alternative minimum taxable income of a corporation will be increased by 75 percent of the excess of the corporation's adjusted current earnings (including any tax-exempt interest) over the corporation's alternative minimum taxable income determined without regard to such increase. A corporation's alternative minimum taxable income, so computed, that is in excess of an exemption of $40,000, which exemption will be reduced (but not below zero) by 25 percent of the amount

by which the corporation's alternative minimum taxable income exceeds $150,000, is then subject to a 20 percent minimum tax.

For taxable years beginning after December 31, 1997, the corporate alternative minimum tax is repealed for a small business corporation that had average gross receipts of less than $5 million for the three-year period beginning after December 31, 1994, and such a small business corporation will continue to be exempt from the corporate alternative minimum tax so long as its average gross receipts do not exceed $7.5 million.

Tax on Certain Passive Investment Income of S Corporations. Under Section 1375 of the Code, certain excess net passive investment income, including interest on the Certificates, received by an S corporation (a corporation treated as a partnership for most federal tax purposes) that has Subchapter C earnings and profits at the close of the taxable year may be subject to federal income taxation at the highest rate applicable to corporations if more than 25 percent of the gross receipts of such S corporation is passive investment income.

Foreign Branch Profits Tax. Interest on the Certificates may be subject to the foreign branch profits tax imposed by Section 884 of the Code when the Certificates are owned by, and effectively connected with a trade or business of, a United States branch of a foreign corporation.

Certain Other Federal Tax Consequences

Certificates Not "Qualified Tax-Exempt Obligations" for Financial Institutions. Section 265 of the Code provides that 100 percent of any interest expense incurred by banks and other financial institutions for interest allocable to tax-exempt obligations acquired after August 7, 1986, will be disallowed as a tax deduction. However, if the tax-exempt obligations are obligations other than private activity bonds, are issued by a governmental unit that, together with all entities subordinate to it, does not reasonably anticipate issuing more than $10,000,000 of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) in the current calendar year, and are designated by the governmental unit as "qualified tax-exempt obligations," only 20 percent of any interest expense deduction allocable to those obligations will be disallowed.

The state is a governmental unit that, together with its subordinate entities, reasonably anticipates issuing more than $10,000,000 of tax-exempt obligations (other than private activity bonds and other obligations not required to be included in such calculation) during the current calendar year and has *not* designated the Certificates as "qualified tax-exempt obligations" for purposes of the 80 percent financial institution interest expense deduction. Therefore, no interest expense of a financial institution allocable to the Certificates is deductible for federal income tax purposes.

Reduction of Loss Reserve Deductions for Property and Casualty Insurance Companies. Under Section 832 of the Code, interest evidenced and represented by the Certificates received by property and casualty insurance companies will reduce tax deductions for loss reserves otherwise available to such companies by an amount equal to 15 percent of tax-exempt interest received during the taxable year.

Effect on Certain Social Security and Retirement Benefits. Section 86 of the Code requires recipients of certain Social Security and certain Railroad Retirement benefits to take receipts or accruals of interest evidenced and represented by the Certificates into account in determining gross income.

Other Possible Federal Tax Consequences. Receipt of interest evidenced and represented by the Certificates may have other federal tax consequences as to which prospective purchasers of the Certificates may wish to consult their own tax advisors.

Original Issue Premium. The Certificates maturing from July 1, 2006, through July 1, 2008, inclusive (the "Premium Certificates"), have been sold at prices reflecting original issue premium. An amount equal to the excess of the purchase price of a Premium Certificate over its stated redemption price at maturity constitutes premium on such Premium Certificate. A purchaser of a Premium Certificate must amortize any premium over such Premium Certificate's term using constant yield principles, based on the purchaser's yield to maturity. The amount of amortizable premium allocable to an interest accrual period for a Premium Certificate will offset a like amount of qualified stated interest on such Premium Certificate allocable to that accrual period, and may affect the calculation of alternative minimum tax liability described above. As premium is amortized, the purchaser's basis in such Premium Certificate is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Certificate prior to its maturity. Even though the purchaser's basis is reduced, no federal income tax deduction is allowed. Purchasers of the Premium Certificates, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning the Certificates.

Original Issue Discount. The Certificates maturing from January 1, 2009, through July 1, 2015, inclusive, and January 1, 2018 (together, the "Discount Certificates"), have been sold at prices reflecting original issue discount. Under existing law, the original issue discount in the selling price of each Discount Certificate, to the extent properly allocable to each owner of such Discount Certificate, is excluded from gross income for federal income tax purposes with respect to such owner. The original issue discount is the excess of the stated redemption price at maturity of such Discount Certificate over the initial offering price to the public, excluding underwriters and other intermediaries, at which price a substantial amount of the Discount Certificates of such maturity were sold.

Under Section 1288 of the Code, original issue discount on tax-exempt bonds accrues on a compound basis. The amount of original issue discount that accrues to an owner of a Discount Certificate during any accrual period generally equals (i) the issue price of such Discount Certificate plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (ii) the yield to maturity of such Discount Certificate (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), less (iii) any interest payable on such Discount Certificate during such accrual period. The amount of original issue discount so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excluded from gross income federal income tax purposes, and will increase the owner's tax basis in such Discount Certificate. Any gain realized by an owner from a sale, exchange, payment or redemption of a Discount Certificate will be treated as gain from the sale or exchange of such Discount Certificate.

The portion of original issue discount that accrues in each year to an owner of a Discount Certificate may result in certain collateral federal income tax consequences. The accrual of such portion of the original issue discount will be included in the calculation of alternative minimum tax liability as described above, and may result in an alternative minimum tax liability even though the owner of such Discount Certificate will not receive a corresponding cash payment until a later year.

Owners who purchase Discount Certificates in the initial public offering but at a price different from the first offering price at which a substantial amount of those Discount Certificates were sold to the public, or who do not purchase Discount Certificates in the initial public offering, should consult their own tax advisors with respect to the tax consequences of the ownership of such Discount Certificates. Owners of Discount Certificates who sell or otherwise dispose of such Discount Certificates prior to maturity should consult their own tax advisors with respect to the amount of original issue discount accrued over the period such Discount Certificates have been held and the amount of taxable gain or loss to be recognized upon that sale or other disposition of Discount Certificates. Owners of Discount Certificates also should

consult their own tax advisors with respect to state and local tax consequences of owning such Discount Certificates.

CONTINUING DISCLOSURE UNDERTAKING

In accordance with paragraph (b)(5) of Securities and Exchange Commission (the "SEC") Rule 15c2-12 under the Securities Exchange Act of 1934, as amended (the "Rule"), the State Treasurer, on behalf of the Committee, has agreed in the Master Financing Agreements to enter into a written undertaking in the form of a Disclosure Agreement for the benefit of the holders of the Certificates (the "Undertaking").

Annual Disclosure Report. The state covenants and agrees that not later than seven months after the end of each fiscal year (the "Submission Date"), beginning January 31, 2006, for the fiscal year ended June 30, 2005, the state will provide or cause to be provided to each then existing nationally recognized municipal securities information repository ("NRMSIR") and to the state information depository for the State of Washington, if one is created ("SID"), an annual report (the "Annual Disclosure Report"), which will consist of the following:

(i) audited financial statements of the state prepared (except as noted in the financial statements) in accordance with generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board, as such principles may be changed from time to time, except that if the audited financial statements are not available by the Submission Date, the Annual Disclosure Report will contain unaudited financial statements in a format similar to the audited financial statements most recently prepared for the state, and the state's audited financial statements will be filed in the same manner as the Annual Disclosure Report when and if they become available;

(ii) financial and operating data for the state as set forth in Appendix A to this Official Statement;

(iii) a summary of the state debt structure by revenue pledge; and

(iv) a narrative explanation of any reasons for any amendments to this Undertaking made during the previous fiscal year and the effect of such amendments on the Annual Disclosure Report being provided.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the state, or of any related entity, that have been submitted to each of the NRMSIRs and the SID, if any, or to the SEC. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board ("MSRB"). The state will identify clearly each document so included by reference.

The Annual Disclosure Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided herein; provided, that any audited financial statements may be submitted separately from the balance of the Annual Disclosure Report and later than the Submission Date if such statements are not available by the Submission Date.

If the state's fiscal year changes, the state may adjust the Submission Date by giving notice of such change in the same manner as notice is given of the occurrence of a Material Event.

The state agrees to provide or cause to be provided, in a timely manner, to each NRMSIR or to the MSRB and to the SID, if any, notice of its failure to provide the Annual Disclosure Report on or prior to the Submission Date.

Material Events. The state agrees to provide or cause to be provided to the SID, if any, and to each NRMSIR or to the MSRB, timely notice of the occurrence of any of the following events with respect to the Certificates, if material (the "Material Events"):

(i) principal and interest payment delinquencies;

(ii) nonpayment-related defaults;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions or events affecting the tax-exempt status of the Certificates;

(vii) modifications to rights of holders of the Certificates;

(viii) optional, contingent or unscheduled Certificate calls (other than scheduled mandatory sinking fund redemptions for which notice is given pursuant to Exchange Act Release 34-23856);

(ix) defeasances;

(x) release, substitution or sale of property securing the repayment of the Certificates; and

(xi) rating changes.

Termination or Modification of Undertaking. The state's obligations under the Undertaking will terminate upon the legal defeasance, prior prepayment or payment in full of all of the Certificates. The Undertaking, or any provision hereof, will be null and void if the state:

(i) obtains an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require the Undertaking, or any such provision, have been repealed retroactively or otherwise do not apply to the Certificates; and

(ii) notifies each then existing NRMSIR and the SID, if any, of such opinion and the cancellation of the Undertaking.

The state may amend the Undertaking without the consent of any holder of any Certificate or any other person or entity under the circumstances and in the manner permitted by the Rule. The State Treasurer will give notice to each NRMSIR or the MSRB and the SID, if any, of the substance of any such amendment, including a brief statement of the reasons therefor.

If the amendment changes the type of Annual Disclosure Report to be provided, the Annual Disclosure Report containing the amended financial information will include a narrative explanation of the effect of that change on the type of information to be provided (or in the case of a change of accounting principles, the presentation of such information). In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements:

(i) notice of such change will be given in the same manner as for a Material Event, and

(ii) the Annual Disclosure Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Remedies; Beneficiaries. The right to enforce the provisions of the Undertaking will be limited to a right to obtain specific enforcement of the state's obligations thereunder, and any failure by the state to comply with the provisions of the Undertaking will not be a default with respect to the Certificates. The Undertaking inures to the benefit of the State Treasurer and any holder of the Certificates, and does not inure to the benefit of or create any rights in any other person.

Additional Information. Nothing in the Undertaking will be deemed to prevent the state from disseminating any other information, using the means of dissemination set forth in the Undertaking or any other means of communication, or including any other information in any Annual Disclosure Report or notice of occurrence of a Material Event, in addition to that which is required by the Undertaking. If the state chooses to include any information in any Annual Disclosure Report or notice of the occurrence of a Material Event in addition to that specifically required by the Undertaking, the state will have no obligation to update such information or to include it in any future Annual Disclosure Report or notice of occurrence of a Material Event.

Prior Compliance. The state has complied in all material respects with all prior written undertakings under the Rule.

OTHER CERTIFICATE INFORMATION

Insurance

The following information has been supplied by the Insurer (as defined below) for inclusion in this Official Statement. No representation is made by the state as to the accuracy or completeness of the information.

The Insurer accepts no responsibility for the accuracy or completeness of this Official Statement or any other information or disclosure contained herein, or omitted herefrom, other than with respect to the accuracy of the information regarding the Insurer and its affiliates set forth under this heading. In addition, the Insurer makes no representation regarding the Certificates or the advisability of investing in the Certificates.

General. XL Capital Assurance Inc. (the "Insurer" or "XLCA") is a monoline financial guaranty insurance company incorporated under the laws of the State of New York. The Insurer is currently licensed to do insurance business in, and is subject to the insurance regulation and supervision by, all 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands and Singapore.

The Insurer is an indirect wholly owned subsidiary of XL Capital Ltd, a Cayman Islands exempted company ("XL Capital Ltd"). Through its subsidiaries, XL Capital Ltd is a leading provider of insurance and reinsurance coverages and financial products and services to industrial, commercial and professional service firms, insurance companies and other enterprises on a worldwide basis. The ordinary shares of XL Capital Ltd are publicly traded in the United States and listed on the New York Stock Exchange (NYSE: XL). XL CAPITAL LTD IS NOT OBLIGATED TO PAY THE DEBTS OF OR CLAIMS AGAINST THE INSURER.

The Insurer was formerly known as The London Assurance of America Inc. ("London"), which was incorporated on July 25, 1991, under the laws of the State of New York. On February 22, 2001, XL Reinsurance America Inc. ("XL Re") acquired 100 percent of the stock of London. XL Re merged its former financial guaranty subsidiary, known as XL Capital Assurance Inc. (formed September 13, 1999) with and into London, with London as the surviving entity. London immediately changed its name to XL Capital Assurance Inc. All previous business of London was 100 percent reinsured to Royal Indemnity Company, the previous owner at the time of acquisition.

Reinsurance. The Insurer has entered into a facultative quota share reinsurance agreement with XL Financial Assurance Ltd. ("XLFA"), an insurance company organized under the laws of Bermuda, and an affiliate of the Insurer. Pursuant to this reinsurance agreement, the Insurer expects to cede up to 90 percent of its business to XLFA. The Insurer may also cede reinsurance to third parties on a transaction-specific basis, which cessions may be any or a combination of quota share, first loss or excess

of loss. Such reinsurance is used by the Insurer as a risk management device and to comply with statutory and rating agency requirements and does not alter or limit the Insurer's obligations under any financial guaranty insurance policy. With respect to any transaction insured by XLCA, the percentage of risk ceded to XLFA may be less than 90 percent depending on certain factors including, without limitation, whether XLCA has obtained third party reinsurance covering the risk. As a result, there can be no assurance as to the percentage reinsured by XLFA of any given financial guaranty insurance policy issued by XLCA, including the Policy.

Based on the audited financials of XLFA, as of December 31, 2004, XLFA had total assets, liabilities, redeemable preferred shares and shareholders' equity of $1,173,450,000, $558,655,000, $39,000,000 and $575,795,000, respectively, determined in accordance with generally accepted accounting principles in the United States ("US GAAP"). XLFA's insurance financial strength is rated "Aaa" by Moody's and "AAA" by S&P and Fitch Inc. In addition, XLFA has obtained a financial enhancement rating of "AAA" from S&P.

The obligations of XLFA to the Insurer under the reinsurance agreement described above are unconditionally guaranteed by XL Insurance (Bermuda) Ltd ("XLI"), a Bermuda exempted company and one of the world's leading excess commercial insurers. XLI is a wholly owned indirect subsidiary of XL Capital Ltd. In addition to A.M. Best's financial strength rating of "A+" and issuer credit rating of "aa-", XLI's insurance financial strength rating is "Aa3" (Stable Outlook) by Moody's, "A+" by Standard & Poor's and "AA-" (Outlook Stable) by Fitch.

The rating agencies have taken certain actions with respect to XL Capital Ltd and various insurance operating subsidiaries of XL Capital Ltd, as described below. On November 22, 2005, Moody's downgraded the senior debt rating of XL Capital Ltd from "A2" to "A3" and downgraded the other insurance financial strength ratings of various insurance operating subsidiaries of XL Capital Ltd (other than XLCA and XLFA) from "Aa2" to "Aa3". On November 28, 2005, Standard & Poor's downgraded the senior debt rating of XL Capital Ltd from "A" to "A-" and downgraded the counterparty credit and financial strength ratings of various insurance operating subsidiaries of XL Capital Ltd (other than XLCA and XLFA) from "AA-" to "A+". On October 26, 2005, Fitch downgraded the long term issuer rating of XL Capital Ltd from "A" to "A-" and the insurer financial strength ratings of various insurance operating subsidiaries of XL Capital Ltd (other than XLCA and XLFA) from "AA" to "AA-." A.M. Best placed each of XL Capital Group's (which does not include XLCA or XLFA) and XLI's respective financial strength ratings of "A+" and their issuer credit ratings of "aa-" under review with negative implications on September 15, 2005.

The ratings of XLFA, XLI or any other member of the XL Capital Ltd group of companies are not recommendations to buy, sell or hold securities, including the Certificates, and are subject to revision or withdrawal at any time by Moody's, Standard & Poor's or Fitch.

Notwithstanding the capital support provided to the Insurer described in this section, the Certificate holders will have direct recourse against the Insurer only, and neither XLFA nor XLI will be directly liable to the Certificate holders.

Financial Strength and Financial Enhancement Ratings of XLCA. The Insurer's insurance financial strength is rated "Aaa" by Moody's and "AAA" by Standard & Poor's and Fitch. In addition, XLCA has obtained a financial enhancement rating of "AAA" from Standard & Poor's. These ratings reflect Moody's, Standard & Poor's and Fitch's current assessment of the Insurer's creditworthiness and claims-paying ability as well as the reinsurance arrangement with XLFA described under "Reinsurance" above.

The above ratings are not recommendations to buy, sell or hold securities, including the Certificates, and are subject to revision or withdrawal at any time by Moody's, Standard & Poor's or Fitch. Any

downward revision or withdrawal of these ratings may have an adverse effect on the market price of the Certificates. The Insurer does not guaranty the market price of the Certificates nor does it guaranty that the ratings on the Certificates will not be revised or withdrawn.

Capitalization of the Insurer. Based on the audited financials of XLCA, as of December 31, 2004, XLCA had total assets, liabilities, and shareholder's equity of $827,815,000, $593,849,000, and $233,966,000, respectively, determined in accordance with US GAAP.

Based on the audited statutory financial statements for XLCA as of December 31, 2004, filed with the State of New York Insurance Department, XLCA has total admitted assets of $341,937,000, total liabilities of $143,494,000 and total capital and surplus of $198,443,000 determined in accordance with statutory accounting practices prescribed or permitted by insurance regulatory authorities ("SAP").

Incorporation by Reference of Financials. For further information concerning XLCA and XLFA, see the financial statements of XLCA and XLFA, and the notes thereto, incorporated by reference in this Official Statement. The financial statements of XLCA and XLFA are included as exhibits to the periodic reports filed with the Securities and Exchange Commission (the "Commission") by XL Capital Ltd and may be reviewed at the EDGAR website maintained by the Commission. All financial statements of XLCA and XLFA included in, or as exhibits to, documents filed by XL Capital Ltd pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 on or prior to the date of this Official Statement, or after the date of this Official Statement but prior to termination of the offering of the Certificates, shall be deemed incorporated by reference in this Official Statement. Except for the financial statements of XLCA and XLFA, no other information contained in XL Capital Ltd's reports filed with the Commission is incorporated by reference. Copies of the statutory quarterly and annual statements filed with the State of New York Insurance Department by XLCA are available upon request to the State of New York Insurance Department.

Regulation of the Insurer. The Insurer is regulated by the Superintendent of Insurance of the State of New York. In addition, the Insurer is subject to regulation by the insurance laws and regulations of the other jurisdictions in which it is licensed. As a financial guaranty insurance company licensed in the State of New York, the Insurer is subject to Article 69 of the New York Insurance Law, which, among other things, limits the business of each insurer to financial guaranty insurance and related lines, prescribes minimum standards of solvency, including minimum capital requirements, establishes contingency, loss and unearned premium reserve requirements, requires the maintenance of minimum surplus to policyholders and limits the aggregate amount of insurance which may be written and the maximum size of any single risk exposure which may be assumed. The Insurer is also required to file detailed annual financial statements with the New York Insurance Department and similar supervisory agencies in each of the other jurisdictions in which it is licensed.

The extent of state insurance regulation and supervision varies by jurisdiction, but New York and most other jurisdictions have laws and regulations prescribing permitted investments and governing the payment of dividends, transactions with affiliates, mergers, consolidations, acquisitions or sales of assets and incurrence of liabilities for borrowings.

THE FINANCIAL GUARANTY INSURANCE POLICIES ISSUED BY THE INSURER, INCLUDING THE INSURANCE POLICY, ARE NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

The principal executive offices of the Insurer are located at 1221 Avenue of the Americas, New York, New York 10020 and its telephone number at this address is (212) 478-3400.

Rating

The Certificates have been rated "Aaa" by Moody's Investors Service ("Moody's"), as noted on the cover of this Official Statement, conditioned upon the issuance of the Insurance Policy by the Insurer at the closing of the Certificates. The Certificates have been assigned an underlying rating of "Aa2" by Moody's. The state has furnished certain information and materials to Moody's regarding the Certificates and the state. Such rating reflects only the view of such rating agency and is not a recommendation to buy, sell or hold the Certificates. Generally, rating agencies base their ratings on the information and materials furnished to them and on their own investigations, studies and assumptions. An explanation of the significance of such rating may be obtained from Moody's Investors Service, located at 99 Church Street, New York, New York 10007-2296.

There is no assurance that such rating will be maintained for any given period of time or that it may not be raised, lowered, suspended, or withdrawn entirely by the rating agency if, in its judgment, circumstances warrant. Any such downward change in or suspension or withdrawal of such rating may have an adverse effect on the market price of the Certificates. The state undertakes no responsibility to oppose any such change or withdrawal.

Underwriter of the Certificates

The Certificates are being purchased by Citigroup Global Markets, Inc. (the "Underwriter") at a price of $10,934,919.07. The Underwriter has represented that the Certificates will be reoffered at the prices or yields set forth on page i of this Official Statement. The Underwriter may offer and sell the Certificates to certain dealers (including dealers depositing Certificates into investment trusts) and others at prices lower than the initial offering prices set forth on page i, and such initial offering prices may be changed from time to time by the Underwriter. After the initial public offering, the public offering prices may be varied from time to time.

Financial Advisor

Susan D. Musselman, Inc. has served as financial advisor to the state relative to the preparation of the Certificates for sale, timing of the sale and other factors relating to the Certificates. The financial advisor has not audited, authenticated or otherwise verified the information set forth in this Official Statement or other information provided relative to the Certificates. Susan D. Musselman, Inc. makes no guaranty, warranty or other representation on any matter related to the information contained in this Official Statement. The financial advisor is an independent financial advisory firm and is not engaged in the business of underwriting, marketing, trading or distributing municipal securities. The payment of compensation to the financial advisor is contingent upon the successful delivery of the Certificates to, and full payment for the Certificates by, the Underwriter.

Official Statement

Upon delivery of the Certificates to the successful bidder, the State Finance Committee by its Chairman, the State Treasurer, or his authorized representative, will approve or have approved this Official Statement, and also will deliver a certificate to the effect that the Preliminary Official Statement did not as of its date, and this Official Statement does not as of the date of such delivery, contain any untrue statement of a material fact required to be stated therein or necessary to make the statements therein, in the light of circumstances under which they were made, not misleading, and no event affecting the Certificates has occurred since the date of this Official Statement which should be disclosed in this Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect (except that in no event will any representation be made with respect to information herein regarding DTC and its book-entry only system).

Excerpts from the state's 2004 Comprehensive Annual Financial Report ("CAFR") are attached as Appendix D. Copies of the state's entire 2004 CAFR are available on the Office of Financial Management's website at *http://www.ofm.wa.gov/accounting/financial.htm* or upon request from the Office of the State Treasurer.

THE STATE OF WASHINGTON

/s/

Deputy Treasurer

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APPENDIX A

GENERAL AND ECONOMIC INFORMATION

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INTRODUCTION

State Overview

The state of Washington (the "state") is located in the northwest corner of the contiguous 48 states and is the 20th largest state by land area and the 15th largest state by population. Based on the U.S. Census Bureau's 2000 Census, the state's resident population is 5,894,121, an increase of 21.1 percent over 1990.

The state capital is Olympia, and its largest city is Seattle. Seattle is situated on Puget Sound and is part of the international trade, manufacturing, high technology, and business service corridor that extends from Everett to Tacoma. The Pacific Coast/Puget Sound region of the state includes approximately 75 percent of the population, the bulk of industrial activity and most of the state's forests, which are important to the timber and paper industries. The balance of the state includes agricultural areas primarily devoted to grain, apple and other fruit orchards and dairy operations.

In recent years the state's economy has diversified, with employment in the trade and service sectors representing an increasing percentage of total employment relative to the manufacturing sector.

For an assessment of the current economic and budgetary outlook of the state, see "Outlook for the 2003-05 and 2005-07 Biennia." For certain economic and demographic information with respect to the state, see "Economic Information."

State Finance Committee

The State Finance Committee (the "Committee") is composed of the Governor, Lieutenant Governor and State Treasurer, the latter being designated by law as Chairman. The Office of the State Treasurer provides administrative support to the Committee. By statutory provision, the Committee is delegated authority to supervise and control the issuance of all state bonds. A Deputy State Treasurer acts as recording officer for the Committee and is responsible for the administration of official duties in accordance with prescribed policies of the Committee.

REVENUES, EXPENDITURES AND FISCAL CONTROLS

Revenues

The state's tax revenues are comprised primarily of excise and *ad valorem* taxes. By constitutional provision, the aggregate of all regular (nonvoted) tax levies upon real and personal property by the state and local taxing districts may not exceed one percent of the true and fair value of such property. Excess levies are subject to voter approval.

Excise Taxes. Certain select sales and gross receipts taxes accounted for approximately 59.39 percent of total state tax revenues for the fiscal year ending June 30, 2004.

The retail sales tax and its companion use tax represent the largest source of state tax revenue, accounting for 47.59 percent of total collections. The retail sales and use tax is applied to a broad base of tangible personal property and selected services purchased by consumers, including construction (labor and materials), some machinery and supplies used by businesses, services and repair of real and personal property, and other transactions not taxed in many other states. Among the various items not subject to this tax are most personal services, motor vehicle fuel, food for off-premises consumption, trade-ins, manufacturing machinery, and purchases for resale. The current state retail sales and use tax rate is 6.5 percent.

Business and occupation tax collections represented approximately 15.86 percent of total state taxes for the fiscal year ending June 30, 2004. The business and occupation tax is applied to gross receipts of all business activities conducted within the state. Business and occupation tax rates include a principal rate

of 0.484 percent of gross income for manufacturing and wholesaling businesses. Retail firms pay 0.471 percent, and services pay 1.5 percent.

The motor vehicle fuel tax represented approximately 7.07 percent of all state taxes for Fiscal Year 2004. The tax rate on December 31, 2004, was 28 cents per gallon.

Property Taxes. The state's property tax is levied against the true and fair value of property as determined by the Department of Revenue. The property tax for local taxing districts is levied against the assessed value as determined by county assessors. For property taxes payable in 2003, assessed value averaged 91.8 percent of fair market value.

The state property tax levy represented approximately 11.66 percent of all state tax revenues for Fiscal Year 2004. The state property tax levy is limited to the lesser of 101 percent or 100 percent plus the percentage change in inflation (as measured by the Implicit Price Deflator for Personal Consumption (the "IPD")) of the dollar amount of property taxes levied in the highest of the three most recent years plus an additional dollar amount calculated by multiplying the increase in assessed value resulting from new construction and improvements by the property tax rate for the preceding year. The state levy rate for taxes due in 2004 was $2.759 per $1,000 of true and fair property value.

By statute, all of the state's property tax levy is dedicated to the support of public schools.

Income Tax. The State Constitution, as interpreted by the State Supreme Court, prohibits the imposition of a graduated tax on net income.

Tax Collection. Four state agencies are responsible for administering the major state taxes: the Department of Revenue, the Department of Licensing, the Liquor Control Board, and the Office of the Insurance Commissioner. The State Treasurer receives the revenues from the collecting agencies and deposits and distributes the funds as required by law. Almost all state agencies collect some form of revenue. For state budget purposes, however, the definition of tax generally excludes such revenue sources as license fees, liquor profits, lottery receipts, charges for service such as tuition, federal grants and revenue sharing, and proceeds of bond issues.

State Expenditure and Revenue Limitation—Initiative 601. Initiative 601, passed by the voters in November 1993, places limits on state taxation and General Fund-State government expenditures and sets forth a series of guidelines for limiting revenue and expenditure increases and stabilizing long-range budget planning.

Under Initiative 601, the state generally is prohibited from increasing expenditures from the General Fund-State during any fiscal year by more than the fiscal growth factor, which is calculated annually and is defined as the average of the sum of inflation and population change for each of the three prior fiscal years. The inflation index used for the computation of the fiscal growth factor is the IPD, which is determined from the same data used to establish the U.S. gross national product. This growth factor is used to determine a state spending limit for programs and expenditures supported by the General Fund-State. The spending limit became operational on July 1, 1995, based on the population and inflation growth factor determined in November 1994, which is based upon data accumulated for Fiscal Years 1992, 1993 and 1994. Annual adjustments to the expenditure limit are made by the Expenditure Limit Committee ("ELC"), which is comprised of members from the Office of Financial Management ("OFM"), legislative fiscal committees and the Office of the Attorney General. The annual adjustment to the limit is based on the previous year's actual General Fund-State expenditure and changes in population and inflation growth. The fiscal growth factors for the 1997-99 Biennium were 4.05 percent for Fiscal Year 1998 and 4.18 percent for Fiscal Year 1999. The fiscal growth factors for the 1999-01 Biennium are 3.32 percent for Fiscal Year 2000 and 2.87 percent for Fiscal Year 2001. The fiscal growth factors for the 2001-03 Biennium are 2.79 percent for Fiscal Year 2002 and 3.29 percent for Fiscal Year 2003. However, statutory changes to the expenditure limit

adopted in the 2000 Legislative Session make it possible for the effective rate of increase in expenditures to be higher than the fiscal growth factors (Engrossed House Bill 3169 ("EHB 3169")).

Initiative 601 also directs the ELC to make downward adjustments in the expenditure limit for costs of any state program or function that is shifted from the General Fund-State to another funding source, or for moneys that are transferred from the General Fund-State to another fund or account. In the event costs of a federal, state or local government program are transferred to or from the state by court order or legislative enactment, under the Initiative the expenditure limit may be increased or decreased accordingly by the ELC. Restrictions are placed on the addition or transfer of functions to local governments unless there is reimbursement.

The statutory changes to the expenditure limit adopted in the 2000 Legislative Session (EHB 3169) now allow the spending limit to be increased when revenues from another fund or account are transferred to the General Fund-State. As a result of this change, growth in General Fund-State expenditures can exceed the Initiative 601 fiscal growth factors to the extent that surplus revenues in other accounts are available for transfer to the General Fund-State.

Initiative 601 in its original form also limited revenue increases. It required that any action by the Legislature to raise state revenues be taken only if approved by a two-thirds vote of both houses of the Legislature. In the 2002 Legislative Session, a change to this provision was adopted (as a part of the Supplemental Budget Bill) which allows revenues to be increased with a simple majority vote. This provision applied to actions taken through June 30, 2003.

Initiative 601 abolished the Budget Stabilization Account and created two new reserve funds (the Emergency Reserve Fund and the Education Construction Fund) for depositing revenues in excess of the spending limit. Initiative 728, adopted by voters in November 2000, added a third fund, the Student Achievement Fund, which captures a portion of revenues in excess of the spending limit. Ending balances in the Budget Stabilization Account were transferred to the General Fund-State ($100 million) and the Pension Reserve Account ($25 million) in the fiscal year ending June 1996.

Initiative 601 in its original form allowed the Legislature to access and appropriate money from the Emergency Reserve Fund ("ERF") based on a two-thirds majority. A measure adopted in the 2002 Legislative Session temporarily allows access to money in the ERF based on a simple majority. EHB 3169, adopted in the 2000 Legislative Session, provides the Office of the State Treasurer with the authority to transfer monies between the General Fund-State and the ERF at the conclusion of each fiscal year, to ensure that revenues deposited in the ERF for that year are exactly equal to the amount of revenues collected in excess of the expenditure limit for that year. During the 2003 special session, the Legislature authorized the transfer of the ERF balance to the General Fund-State in Fiscal Year 2004.

Most of Initiative 601, including the General Fund-State expenditure limit, became effective July 1, 1995. Two provisions of the initiative became effective on December 1, 1993: the requirement for supermajority legislative approval of fee increases beyond the fiscal year growth factor, and a restriction on new taxes being imposed without voter approval. At the beginning of Fiscal Year 1996 (July 1, 1995), the requirement for voter approval for new tax measures expired. Taxes now can be enacted with a two-thirds majority of both houses of the Legislature if resulting General Fund-State expenditures do not exceed the spending limit. Voter approval still would be required to exceed the spending limit. However, the Supplemental Budget Bill passed in the 2002 Legislative Session allows revenue increases to occur based on a simple majority vote for any action taken through June 30, 2003.

Finally, EHB 3169 changes the threshold for spillover of money from the Emergency Reserve Fund to the Education Construction Fund from five percent of biennial revenues to five percent of annual revenues and gives the State Treasurer the authority to make the appropriate end-of-year reconciliations between the funds.

In the 2005 legislative session, the I-601 statute was again changed to allow revenue increases to be passed with a simple majority for funding the 2005-07 Biennial Budget. SSB 6078 will also change the calculation of the I-601 expenditure limit, but not until the 2007-09 Biennium, basing it on average growth in state personal income for the prior ten fiscal years. In addition, the calculation will be based not just on the state General Fund, but will also include related funds or "near-General Fund" accounts, including the Health Services Account, Violence Reduction and Drug Enforcement Account, Public Safety and Education Account, Water Quality Account, and Student Achievement Account.

State Nontax Revenue. The largest components of state nontax revenue include such items as revenues derived from the sale of supplies, materials and services, fines and forfeitures, income from property, transfer of lottery proceeds, and income from liquor sales.

Federal Grants. Legislative appropriations for federal programs are designated specifically from federal revenue sources. To the extent that federal funds are not received, the appropriated expenditures may not be incurred.

Expenditures

Expenditures of general state revenues are made pursuant to constitutional and statutory mandates. Most general state revenue is deposited in the General Fund-State. For a breakdown of expenditures by function, see the table titled "Washington State Expenditures" below.

State Funding of Basic Education. The state's expenditures for public schools are mandated by the state constitutional requirement for support of the common schools. In 1976, Seattle School District No. 1 brought suit against the state to require the state, under the State Constitution, to make "ample provision for common schools." The decision, upheld by the State Supreme Court in 1978, required the state to ensure that each public school district would receive the funds needed to provide a basic education. The Court ordered the Legislature to decide the level of program funding and the funding mechanism.

The Legislature has passed four major pieces of legislation to further ensure stability and predictability for school funding.

(i) *The Basic Education Act* was passed in 1977, before the Supreme Court ruling, and describes course offerings, teacher contract hours, and core student/staff ratios. The Supreme Court recognized the passage of this Act in its opinion, but specifically declined to comment upon its adequacy.

(ii) *The Levy Lid Act*, also passed in 1977 and last amended in 1992, addresses property tax issues affecting basic education funding by limiting local property tax levies and providing for the gradual equalization of levy capacity per student throughout the state.

(iii) In 1981, legislation limiting local compensation increases to those authorized by the state was passed. Since personnel costs comprise over 80 percent of the public school budget, this legislation provides state financial decision-makers with an important cost containment tool.

(iv) *The School Financial Improvement Act* amended the Levy Lid Act in 1987. The amended act provided for state assistance to equalize tax rates for local levies, established a state-wide salary allocation schedule with mandated minimum salaries for teachers and required school districts to maintain minimum teacher/student ratios.

Social and Health Services. The Department of Social and Health Services ("DSHS") is the primary human service agency in the state; its expenditures account for the second largest category of state budget expenditures. DSHS provides services that are essential for the physical safety, security and survival of individuals and families, including protective services for children, the aged and mentally disabled people, as well as for people in institutions and other residential care facilities.

The largest expenditure within DSHS is the Medical Assistance program. Through this program, necessary medical care is made available to recipients of cash assistance programs, beneficiaries of Supplemental Security Income and other eligible people with low incomes who do not qualify for income assistance. In addition to support from the General Fund-State, funding is received from the federal government for those people and services covered under Medicaid (Title XIX of the Social Security Act). The Medical Assistance budget has grown significantly in recent years. Growth in the number of eligible recipient groups, such as pregnant women and children, and growth in other eligible populations, such as disabled people, has resulted in increased expenditures. Rising health care costs and requirements to provide higher payments to hospitals also have added to the increase in this budget.

The Economic Services program provides support to families with limited incomes and disabled people who cannot work. The federal government is providing funds for the Temporary Assistance for Needy Families program and in several other smaller programs.

DSHS also provides other social service programs. It is responsible for supporting community mental health programs and operating state psychiatric hospitals, institutions for the developmentally disabled, nursing homes, institutions for juvenile rehabilitation, child welfare service programs, child support enforcement activities, drug and substance abuse treatment programs, and vocational rehabilitation services.

Corrections. The Department of Corrections operates 15 correctional institutions, including two prerelease facilities and 15 work-training release facilities. The rapid growth in inmate population (the primary cost driver) is, in part, the result of various crime initiatives enacted in the state. These include the Omnibus Drug Act of 1989, the Community Protection Act of 1990, Initiative 593—"Three Strikes and You're Out," approved by Washington voters in November 1993, and the Violence Prevention Act of 1994. Over the past several years the Department of Corrections has constructed nearly 5,000 new prison beds. The last major construction of a new facility was the Stafford Creek Corrections Center, a 1,936-bed, multi-custody facility that opened in April 2000 near Aberdeen, approximately 50 miles west of Olympia. In 2007, an expansion at the Washington Penitentiary in Walla Walla will open an additional 568 close custody and intensive management beds. Even with the additional prison beds, the Department of Corrections continues to have overcrowding issues, and relies on renting prison beds from out-of-state. As of the end of April 2005, approximately 540 inmates have been transported to prisons in Nevada, Colorado, Arizona, and Minnesota. In addition, the state rents 474 beds from local jurisdictions in Washington. The 2005 Legislature funded the construction of a new 1,258-bed prison expansion at the Coyote Ridge Correctional Center, which is scheduled to be completed by June 2006 and operational for the 2007-09 Biennium..

Budgeting, Accounting and Fiscal Controls

Budgeting. The state operates on a July 1 to June 30 fiscal year and on a biennial budget basis, the constitutionally prescribed period. Formulation of the state's operating budget is initiated by OFM, the Governor's budget agency, with the distribution of instructions to all state agencies establishing guidelines and information requirements. Development of agency budgets begins approximately nine months prior to the regular legislative sessions, which convene in odd-numbered years. Formal budget requests are forwarded by each agency to the Director of the OFM in the summer. The budget requests are revised and evaluated by the Director of the OFM and his or her staff, and alternative methods of delivering services are examined and evaluated. Following this evaluation, recommended budget levels are prepared for the Governor by the Director of the OFM. These recommendations, based on the priorities of the administration, are the result of an examination of the relative merits of each program, projections of caseload, enrollment and population statistics, an assessment of the state's overall priorities, and the availability of revenue. The Expenditure Limit Committee, staffed by Senate Ways and Means,

House Appropriations, and OFM have the responsibility for calculation and adoption of the expenditure limit each November.

Budget tables and statistics provided by the OFM for inclusion in this Official Statement are based on generally accepted accounting principles ("GAAP"). GAAP provides that the recognition and inclusion of revenues occur when they are measurable and earned, regardless of when the funds are received. Given the nature of the state's revenue collection, on an accrual basis revenues are available for expenditure prior to receipt. Recognizing that the expenditure of funds prior to receipt of offsetting revenue would erode the state's cash balance, the Legislature enacted laws which limited the expenditure of funds to the amount of revenue actually received or money on deposit over the course of the biennium. These limitations do not apply to the state's general obligation bonds.

The Governor reviews the OFM's operating budget recommendations and accepts or modifies them. Following final decisions by the Governor the budget document is published as the Governor's budget and presented to the Legislature for consideration in December of even-numbered years. The formal budget presentation to the Legislature is delivered by the Governor the following January during the first week of the legislative session. This presentation outlines the administration's primary goals and offers recommendations for the adoption of the budget to achieve those objectives.

Subsequent to the introduction of revenue and expenditure measures that embody the Governor's proposed operating budget, the Legislature engages in extensive budget deliberations and committee hearings. Legislative authorizations of long-term debt also are considered to finance a portion of the capital budget. Upon adoption of revenue and expenditure legislation by the House of Representatives and the Senate, the bills are transmitted to the Governor, who has constitutional authority to veto sections of the bills and append in writing the reasons therefor.

During a biennium, supplemental budget requests may be submitted to the Legislature during either the regular annual session or any extraordinary session, subject to the approval of the Governor.

Accounting. The state's accounting records are maintained in conformance with GAAP, as promulgated by the Governmental Accounting Standards Board ("GASB"). GAAP accounting is mandated by RCW 43.88.037. The state's Comprehensive Annual Financial Report ("CAFR") is accounted on a GAAP basis. The accounting system produces monthly financial statements at the state-wide combined level and at the agency level, which are used in the preparation of the state's fiscal year CAFR, including its 2004 CAFR. The state's fiscal 2004 CAFR contains Annual Financial Statements prepared in accordance with GAAP as promulgated by GASB (the "2004 Annual Financial Statements"), a copy of which has been filed with each nationally recognized municipal securities information repository ("NRMSIR"). Excerpts from the state's 2004 CAFR are attached as Appendix D. Copies of the state's entire 2004 CAFR are available on the Office of Financial Management's website at *http://www.ofm.wa.gov/cafr/2004/cafr04toc.htm* or upon request from the Office of the State Treasurer.

The Government Finance Officers Association of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the state for its CAFR for each of the Fiscal Years 1987 through 2004. To be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report, the content of which conforms to program standards. Such reports must satisfy both GAAP and applicable legal requirements.

Fiscal Controls. To ensure that the budget remains in balance, fiscal controls are exercised during the biennium through an allotment process, which requires each agency to submit a monthly expenditure plan. This expenditure plan must be approved by the OFM and provides the authority for agencies to spend funds within statutory maximums specified in the legislatively adopted budget. Reports are available that compare actual agency expenditures to estimates.

The 2005-07 Biennium began July 1, 2005. State law requires a balanced biennial budget. If at any time during the fiscal period the Governor projects a cash deficit because disbursements will exceed the aggregate of estimated receipts plus beginning cash surplus, the Governor is required to make across-the-board reductions in allotments in order to prevent a cash deficit, thereby reducing expenditures of appropriated funds, unless the Legislature has directed the liquidation of the cash deficit over one or more fiscal periods. Across-the-board reductions occur only in those funds estimated to have a cash deficit. For example, if the General Fund-State were projected to have a deficit, the portion of an agency's budget provided by the General Fund-State would be subject to reduction. Across-the-board reductions are placed in reserve status until needed to avert a budget deficit; if the deficit does not materialize, the across-the-board reductions are returned to the agencies.

Debt Issuance Policy

All state general obligation debt and other evidence of indebtedness is authorized by the Legislature and issued under the authority granted to the Committee by the Legislature.

In 1996, the Committee adopted a Debt Issuance Policy that, among other things, addresses the roles and responsibilities of the Committee and the State Treasurer, standards of conduct and appointment of professional service providers. The Debt Issuance Policy also addresses methods of sale, appointments of underwriters, pricing and allocation of negotiated sales, and refunding savings thresholds.

Under "Conditions of Sale," the Debt Issuance Policy generally calls for (i) level debt service, i.e. approximately equal amounts per year, (ii) fixed interest rates and (iii) debt life shorter than or equal to estimated useful life of the facility financed. These conditions may not apply in all cases.

State Investment Programs

The State Treasurer's Office is responsible for the investment management of the state's operating funds totaling approximately $2 billion to $4 billion from time to time through its Treasurer's Cash Management Account (the "CMA"). The Treasurer also is responsible for administering the Washington State Local Government Investment Pool (the "LGIP"), an approximately $5 billion fund that invests money on behalf of more than 400 cities, counties, special municipal districts, and higher education institutions.

Permissible investments for both funds include U.S. government and agency securities, bankers acceptances, high quality commercial paper, repurchase and reverse repurchase agreements, and certificates of deposits with qualified state depositories.

Treasurer's Cash Management Account. The CMA is a nonvoluntary pool of state agency funds; agencies are not permitted to make discretionary withdrawals for alternative investment purposes. The CMA may invest in securities with maturities out to ten years. The average life of the CMA generally ranges from one to two years.

In its management of the CMA pursuant to the Investment Policy adopted by the State Treasurer in January 2001, the State Treasurer sets its investment objectives pursuant to modern portfolio theory. To manage state funds more efficiently and effectively, the State Treasurer's CMA investments are separated into two portfolios, each with its own risk objectives. The policy sets forth, *inter alia*, the practices, procedures and restrictions applicable to the investment of funds and specifically denominates eligible investments and certain restrictions on portfolio composition. Internal controls and reporting requirements are mandated by the Investment Policy to allow for oversight and monitoring of performance.

Local Government Investment Pool. The LGIP, authorized by chapter 43.250 RCW, is a voluntary pool which provides its participants the opportunity to take advantage of the economies of scale inherent in pooling. It also is intended to offer participants increased safety of principal and the ability to achieve a higher investment yield than otherwise would be available to them. The LGIP is a conservatively

managed, highly liquid pool comparable to a SEC Rule 2a-7 money market fund, restricted to investments with maturities of 397 days or less. The average life generally ranges from 30 to 60 days.

The LGIP adheres to the traditional principles applicable to the prudent investment of public funds, which are, in order of priority: (i) the safety of principal, (ii) the assurance of sufficient liquidity to meet cash flow demands and (iii) the attainment of the highest possible yield within the constraints of the first two goals. Historically, both the CMA and the LGIP have had sufficient liquidity to meet all cash flow demands.

Asset Liability Management

Up to ten percent of the state's total general obligation debt may be in variable rate form under a policy adopted by the Committee in July 1995. The purpose of this feature of debt management policy is to coordinate state debt and investment practices through asset liability management, which is defined as the management of the exposure to interest rate risk through active management of certain financial elements of the state's balance sheet. Coordinating the management of state debt and state investment is expected to reduce the volatility and the impact of interest rate changes in the General Fund-State.

Historically, state debt has been issued in long-term, fixed-rate form, while state investments have been made on a short-term basis. The issuance of some variable rate debt is intended to provide a closer match of interest expense to interest income.

State Economic and Revenue Forecasting Process

To assist in its financial planning, the state prepares quarterly economic forecasts derived from national econometric models. The Legislature, through enactment of Chapter 138, Laws of 1984 (RCW 82.01.130), established the Office of Forecast Council (the "Forecast Council") in the Department of Revenue, and in 1990, the Legislature established the Forecast Council as an independent body. The Forecast Council consists of six members, two appointed by the Governor and two appointed from each of the political caucuses of the Senate and House of Representatives. The Forecast Council approves the official revenue forecast for the state. The Forecast Council law requires a review of financial performance eight times during the biennium and requires action if changing economic conditions affect the budget. This "early warning" system gives policy makers time to reduce expenditures or raise taxes during economic downturns and provides the option of increasing financial reserves or dealing with emergent spending needs in periods of economic growth.

In mid-February (or March in odd-numbered years), June, September, and November, subject to the approval of the Forecast Council, the forecast supervisor uses forecasts of the U.S. economy to prepare an official state economic and revenue forecast and two unofficial forecasts, one based upon optimistic economic and revenue assumptions and one based upon pessimistic economic and revenue assumptions. The groundwork for these quarterly forecasts is undertaken in conjunction with the results of monthly state revenue collections, using a formally created economic and revenue forecast workgroup. This group consists of lead staff members representing the Department of Revenue and the OFM, as well as staff representatives of the legislative fiscal committees.

The quarterly forecast process starts with a preliminary review of the Forecast Council's findings by the workgroup. At approximately the same time, the Governor's Council of Economic Advisors is convened to provide a view of the state and national economy from outside state government. These views and cumulative and recent revenue performance are taken into account in the preparation of forecast scenarios. The Forecast Council meets to consider the economic outlook and, after a two-week interval, considers the revenue forecast and pessimistic and optimistic projections.

The state forecast by the Forecast Council that is discussed and analyzed in this Appendix A is the state forecast that was released in March 2005. This forecast is the basis for the projections described under "Summary of Recent and Projected Operating Results" and "Outlook for the 2003-05 and 2005-07 Biennia."

The next forecast will be released on or about June 16, 2005. Copies of the report and subsequent reports may be obtained from the Office of Economic and Revenue Forecast Council (*www.erfc.wa.gov)*.

SUMMARY OF RECENT AND PROJECTED OPERATING RESULTS

The following tables display projected revenues and expenditures for the 2003-05 and 2005-07 Biennia. Revenues for the 2003-05 and 2005-07 Biennia are based on the June 2005 Forecast. Expenditures for the 2003-05 and 2005-07 Biennia are based on the 2005 Supplemental Operating Budget and the 2005-07 Operating Budget passed by the Legislature in April 2005 and signed by the Governor on May 17, 2005. The outlook for the 2003-05 and 2005-07 Biennia immediately follows the tables.

WASHINGTON STATE REVENUE
MODIFIED ACCRUAL BASIS
(in Millions)

	2003-05 Biennium Estimate (1)	2005-07 Biennium Estimate (1)
Beginning General Fund-State Balance	$ 405	$ 977
GENERAL FUND-STATE REVENUE		
Retail Sales and Use Taxes	$ 12,769	$ 14,244
Real Estate Excise	1,320	1,375
Business and Occupation	4,197	4,689
Property Tax	2,772	2,802
Other Taxes	2,087	1,892
Subtotal Tax Revenue	**$ 23,145**	**$ 25,002**
Other Nontax Revenue	$ 398	$ 434
Other Financing	2	(51)
Transfers from Other Funds into State General Fund	453	219
Federal Fiscal Relief (Grant Portion)	90	0
Changes in Reserves/Other Adjustments	155	0
TOTAL GENERAL FUND-STATE REVENUE (2)	**$ 24,648**	**$ 26,580**
Federal Revenue	$ 10,453	$ 11,486
Private/Local Revenue	558	329
TOTAL GENERAL FUND-STATE REVENUE	**$ 35,659**	**$ 38,395**

(1) Based on the June 2005 General Fund-State Revenue Forecast.
(2) Including balance from previous biennium.

Note: Totals may not add due to rounding.

Source: Office of Financial Management

WASHINGTON STATE EXPENDITURES
MODIFIED ACCRUAL BASIS
(in Millions)

GENERAL FUND-STATE EXPENDITURES	2003-05 Biennium Estimate [2]	2005-07 Biennium Estimate [2]
Education		
Public Schools	$ 10,179	$ 10,915
Higher Education	2,696	2,901
Other Education	40	44
Total Education	**$ 12,915**	**$ 13,860**
Human Services		
Department of Social and Health Services	$ 6,804	$ 7,884
Federal Fiscal Relief—FMAP	(108)	0
Department of Corrections	1,261	1,390
Other Human Services	171	185
Total Human Services	**$ 8,128**	**$ 9,459**
Natural Resources and Recreation	$ 347	$ 367
Governmental Operations	426	456
Other Expenditures [3]		
Debt Service	$ 1,236	$ 1,417
Other Expenditures	620	392
Total Other Expenditures	**$ 1,856**	**$ 1,809**
TOTAL GENERAL FUND-STATE EXPENDITURES	**$ 23,672**	**$ 25,952**
Federal	$ 10,453	$ 11,486
Private/Local	558	329
TOTAL GENERAL FUND-STATE EXPENDITURES	**$ 34,683**	**$ 37,767**
Ending General Fund-State Balance	**$ 977**	**$ 628**

(1) Based on the 2003-05 Budget as amended by the 2004 and 2005 Supplemental Budgets that were passed by the Legislature and signed by the Governor.

(2) Based on the 2005-07 Budget as passed by the Legislature and signed by the Governor.

(3) Includes legislative, judicial and transportation agencies, as well as Debt Service and Retirement Contributions to LEOFF and Judges and Judicial Retirement System.

Note: Totals may not add due to rounding.

Source: Office of Financial Management

OUTLOOK FOR THE 2003-05 AND 2005-07 BIENNIA

U.S. Economic Forecast

The June 2005 economic and revenue forecast incorporated the advance Gross Domestic Product ("GDP") estimate for the first quarter of 2005. According to the advance estimate, real GDP grew at a 3.1 percent rate in the first quarter of 2005, down from 3.8 percent in the fourth quarter. The decline in final sales was even sharper, from 3.4 percent to 1.9 percent. Consumers, whose spending increased at a 3.5 percent rate, more than accounted for all the growth in final sales. Fixed investment growth slowed to 5.0 percent in the first quarter from 10.5 percent in the fourth quarter, due primarily to a slowdown in the growth rate of business spending on equipment and software from 18.4 percent to 6.9 percent. Net exports subtracted nearly 1.5 percentage points from GDP growth in the first quarter, as the 7.0 percent increase in exports in the first quarter was overwhelmed by the 14.7 percent increase in imports. Government spending increased just 0.6 percent in the first quarter.

Payroll employment growth slowed to 1.4 percent in the first quarter from 1.7 percent in the fourth quarter, but the unemployment rate declined from 5.43 percent to 5.27 percent. Inflation, as measured by the Consumer Price Index, slowed to 2.4 percent in the first quarter of 2005 from 3.6 percent in the fourth quarter. For once, core inflation in the first quarter was slightly higher at 2.6 percent, as both food and energy inflation moderated. Housing starts increased at a 21.4 percent annual rate, from 1.975 million units in the fourth quarter of 2004 to 2.085 million units in the first quarter of 2005, while the mortgage rate increased from 5.73 percent to 5.75 percent. Housing starts in the U.S. have not been this strong since 1978. On May 3rd, the Federal Open Market Committee ("FOMC") raised its target for the federal funds rate by 25 basis points to 3.00 percent. The new national forecast indicates slightly weaker GDP and employment growth than the forecast adopted in March, but the personal income forecast is stronger due to higher inflation.

The June forecast assumes that the underlying trend is for slower growth, but that the economy has dipped earlier than anticipated under the weight of high oil prices. Assuming that oil prices hold in the region of $50 per barrel, growth is expected to stabilize in the second quarter and most likely improve in the third. The strong employment report for April (released after the forecast was completed) suggests that the improvement may come through even more quickly, in the second quarter. But the underlying trend heading into 2006 is expected again to be towards softer growth. The key reasons to anticipate weaker growth next year are an easing of spending growth by a stretched consumer and a softer housing market. GDP growth is expected to slow to 3.4 percent this year from 4.4 percent in 2004. Slower growth is expected in the next two years as the recovery matures. The forecast calls for growth rates of 2.9 percent per year in 2006 and 2007. Nonfarm payroll employment rose 1.1 percent in 2004, which was the first significant increase in four years. The forecast assumes employment growth will improve to 1.6 percent this year, slowing to 1.4 percent in 2006 and 0.9 percent in 2007. The unemployment rate also improved in 2004 for the first time in four years, declining to 5.53 percent from 5.99 percent in 2003. The unemployment rate is expected to decline again this year, to 5.18 percent. Unemployment is expected to be little changed during the next two years, with rates of 5.19 percent and 5.26 percent in 2006 and 2007, respectively. Inflation, as measured by the implicit price deflator for personal consumption expenditures, accelerated to 2.2 percent in 2004 from 1.9 percent in 2003 and 1.4 percent in 2002. Rising energy costs continue to boost overall inflation. Excluding food and energy, inflation increased to 1.5 percent in 2004 from 1.3 percent in 2003. Energy will add to inflation again this year, but will help restrain inflation in 2006 and 2007 as prices finally decline. The forecast expects inflation rates of 2.3 percent in 2005, declining to 2.0 percent per year in 2006 and 2007. The forecast assumes 25-basis-point increases in the federal funds at each FOMC meeting through November, pushing the funds rate to 4.00 percent by year end.

Washington State Economic Forecast

The state's employment growth rate improved to 3.7 percent in the first quarter of 2005 from an also strong 3.4 percent in the fourth quarter of 2004. The state has not experienced such an increase in employment since 1997, in the middle of the last aerospace upturn. Manufacturing employment rose 2.8 percent in the first quarter, following a 3.6 percent increase in the fourth quarter. The strong manufacturing employment growth in the first quarter was mostly due to aerospace employment, which rose at an 11.4 percent rate, the second consecutive double-digit increase. Manufacturing employment other than aerospace rose only 0.2 percent rate, though. Every nonmanufacturing sector expanded in the first quarter, led by the strong construction sector, which grew 14.0 percent following an 11.9 percent increase in the fourth quarter. Trade, transportation and utilities employment growth was also strong, with a 5.0 percent growth rate, as was information, up 4.2 percent, led by an 8.2 percent increase in software employment. Professional and business services employment grew 4.1 percent, and education and health services employment increased 3.5 percent. Financial activities employment and leisure and hospitality employment both grew 1.5 percent and other services employment rose 1.4 percent. In the public sector, federal government employment increased 7.2 percent, but state and local government employment inched up at a 0.6 percent rate.

Washington's personal income in the fourth quarter of 2004 was $6.115 billion (2.5 percent) lower than the estimate made in March, of which $0.987 million was due to the error in the non-recurring Microsoft dividend estimate. The revision to total personal income in the fourth quarter, excluding the dividend error, was a reduction of $5.128 billion (2.3 percent). Nonwage personal income, excluding the special dividend, was $1.072 billion (1.1 percent) below the March estimate, while total wages were $4.056 billion (3.3 percent) lower. Software wages were $0.108 billion (2.3 percent) higher than expected, but non-software wages were $4.164 billion (3.6 percent) lower.

The number of housing units authorized by building permit declined by 6,000 from 57,800 in the fourth quarter of 2004 to a still strong 51,700 in the first quarter of 2005. Housing has not been this strong in the state since 1990. The strength recently has been mostly in the single family market, where permits rose by 400 from 39,100 to 39,500. Multi-family permits fell 6,400, though, from 57,800 to 51,700.

The forecast also reflects Seattle consumer price data through April 2005. After trailing the national average during 2002, 2003 and 2004, Seattle inflation increased in the first four months of this year, rising at an annual rate of 7.2 percent compared to 4.8 percent for the U.S. city average.

The state aerospace employment forecast is essentially unchanged since February, except to recognize slightly stronger growth through May, which adds about 400 jobs. That difference is maintained through the end of 2007. The forecast now expects an increase of 14,100 from the first quarter of 2004 through the fourth quarter of 2007. The software wage forecast is virtually identical to the assumption made in March. Microsoft stock options are expected to continue to decline, but income from stock grants will grow. Software employment is expected to increase 3,900 from the first quarter of 2005 to the fourth quarter of 2007, compared to 4,400 in the March forecast. As in March, the forecast reflects the AT&T Wireless-Cingular merger. The forecast assumes a total reduction of 2,500 jobs during the last three quarters of 2005. Also as in March, the forecast for state personal income includes the special $3.00 Microsoft dividend that was paid in December. In March, the state's share of the $99.400 billion U.S. total was assumed to be $23.446 billion. The actual Bureau of Economic Analysis estimate for the state was $22.459 billion, a difference of about $1 billion. Since the dividend was nonrecurring, the discrepancy only affected fourth quarter 2004 personal income.

Nonfarm payroll employment in the state increased 1.7 percent in 2004, following a 0.1 percent rise in 2003 and declines in 2001 and 2002. The forecast continues to expect a relatively weak recovery, due to the sluggish U.S. economy and only a modest upturn in aerospace. The forecast expects employment growth to improve to 2.8 percent this year, then retreat to 2.1 percent in 2006 and 1.8 percent in 2007.

Personal income growth in the state, excluding the special Microsoft dividend, improved to 4.3 percent in 2004 from 2.8 percent in 2003 and is expected to continue to improve to 5.3 percent this year and 6.7 percent next year, slowing slightly to 6.2 percent in 2007. Housing activity remains very strong. Housing permits increased by 7,300 in 2004 to 50,100, which is the highest annual total since 1979. The strength in housing has been mostly in the single family market, which continues to benefit from low mortgage rates. Higher mortgage rates are expected to depress the single family market during the next three years. Partially offsetting this will be stronger population growth, which should boost multi-family activity. The forecast expects housing permits to decline to 48,300 in 2005, 46,800 in 2006, and 46,300 in 2007. The state's weak economy has slowed inflation in the area in spite of soaring energy costs. Inflation, as measured by the Seattle consumer price index, declined in 2004 to 1.2 percent from 1.6 percent in 2003. The strengthening local economy should result in somewhat higher inflation in the next three years. The forecast expects inflation rates of 3.4 percent in 2005, 2.5 percent in 2006, and 2.2 percent in 2007.

Alternative Economic Forecasts

The Washington State Economic and Revenue Forecast Council also provided an optimistic forecast and a pessimistic forecast in June 2005.

Optimistic Forecast. Six assumptions distinguish the optimistic scenario from the baseline forecast. First, productivity is stronger. Underlying this assumption is the view that the information-driven technology boom, which appears to have accelerated in recent years, continues. Second, foreign economic growth is stronger. A stronger world economy boosts US exports and strengthens domestic manufacturing. Third, business investment is stronger. Fourth, the federal government budget deficit is lower. Fifth, housing starts are stronger. And finally, the optimistic scenario assumes that oil prices run about $5 per barrel lower than in the baseline. These assumptions produce a rosier outlook, with the economy growing 0.3 percentage point faster than in the baseline during 2005 and 1.1 percentage points faster during 2006. Although economic growth and labor markets are stronger, inflation is lower because of the stronger dollar and the higher productivity gains. The lower inflation rate allows the Federal Reserve to keep the federal funds rate below the baseline value. Since productivity growth is higher, potential GDP is higher and remains so throughout the forecast period. Job growth is also stronger. Nonfarm employment is 503,000 higher than in the baseline at the end of 2005 and 1,549,000 higher at the end of 2006. Because job growth is strong, the unemployment rate stays below its baseline rate over the forecast period. For the state, the optimistic forecast assumes a more typical, vigorous aerospace employment expansion than the modest growth assumed in the baseline. Washington's wages also grow faster than in the baseline. The strong economy raises Seattle CPI inflation above the baseline forecast in the optimistic scenario, in spite of strong productivity growth. The initial level of personal income in the state is also higher in the optimistic scenario, and population growth and construction employment growth are stronger. By the end of the 2005-07 Biennium, nonagricultural employment in the state is higher by 67,500 jobs than in the baseline forecast and personal income is $12.9 billion higher. The optimistic scenario generated $58 million (0.2 percent) more revenue in the current biennium and $1.080 billion (4.3 percent) more revenue in the next biennium than did the baseline forecast.

Pessimistic Forecast. The pessimistic alternative assumes that there is less spare capacity than thought, both globally and in the US economy. It also assumes that the dollar weakens rapidly, as foreign investors avoid the spiraling trade deficit and lose confidence in the dollar. Interest rates rise as foreign investors diversify away from the dollar, and the federal deficit widens relative to the baseline. The falling dollar adds to the upward pressure on inflation. The FOMC responds by accelerating the pace of tightening. Despite the more aggressive tightening, the stock and bond markets both slip on signs that the FOMC may have let inflation build up an unstoppable momentum. The FOMC cannot permit this acceleration to continue, and so raises rates further in 2006. Between the higher interest rates and persistently high energy prices, consumer confidence begins to waver. Consumers rein in discretionary spending and the US economy slows. At the same time, hiring lags, causing the unemployment rate to

climb. The economy does not sink into recession in the pessimistic alternative, but merely fails to come as close to its potential as in the baseline, with GDP growth coming in 0.3 percentage point below the baseline rate in 2005 and 1.4 percentage points lower in 2006. At the state level, the recovery in aerospace employment is much slower than in the baseline. Data revisions show that the initial level of state personal income is lower than was assumed in the baseline. Population growth is also slower in this scenario. Construction employment begins to decline again in the second half of 2005, rather than continuing to rise as in the baseline. Because of the weak economy, wage growth in the state and Seattle inflation are weaker than in the baseline forecast, in spite of the higher inflation assumption in the national pessimistic forecast. By the end of the 2005-07 Biennium, nonagricultural employment in the state is 72,600 lower than the baseline forecast, and personal income is $11.4 billion lower. The pessimistic scenario produced $63 million (0.3 percent) less revenue in the 2003-05 Biennium and $931 million (3.7 percent) less revenue in the 2005-07 Biennium than did the baseline forecast.

Budgetary Outlook

For the 2003-05 Biennium, General Fund-State revenues are projected to be $24.243 billion, an increase of 8.5 percent from the 2001-03 Biennium, plus a carry-forward of $405 million. This figure includes $195 million for noneconomic changes for the estate and agrilink taxes, as well as $452 million in revenue from other funds that was deposited into the General Fund. The balance sheet has also been updated for $155 million in adjustments, which again are attributable to prior biennium recoveries and a one-time charge to the working capital reserve.

The operating budget for the 2003-05 Biennium calls for an overall expenditure level of $23.7 billion for General Fund-State, which is an increase of $1.1 billion or 4.2 percent over the 2001-03 Biennium. This is among the smallest of the biennial growth rates in the past decade, and is within the $23.91 billion expenditure limit imposed by Initiative 601.

In the 2003-05 Biennium, 54 percent of the General Fund-State budget will go to support public schools and higher education. Most of the increase in public school funding covers the increased cost of teacher and staff health benefits for increases in K-12 enrollment. Higher education funding provided for at least 1,800 student enrollment increases in public universities and colleges and increases in need grants.

The spending for human service delivery systems provided by the Department of Social and Health Services made up approximately 28 percent of the state budget. The largest program in the Human Services budget is the Medical Assistance Program, which comprised 30 percent of the Human Services budget in the 2003-05 Biennium.

For the 2005-07 Biennium, General Fund-State revenues are projected to be $25.6 billion, a 5.6 percent increase from the 2003-05 Biennium, plus a carry-forward of $977 million. This figure includes $354 million of new or revised revenue sources passed by the 2005 legislature, including an increase to the liquor liter tax, the extension of sales tax to warranties, an adjustment to the high-tech business and occupations tax credit, and a number of other small changes. Also included is $219 million in shift of revenue from other funds into the General Fund.

The operating budget for the 2005-07 Biennium contains an overall expenditure level of $25.95 billion for General Fund-State, which is an increase of $2.3 billion or 9.6 percent over the 2003-05 Biennium. This expenditure level is within the $26.04 billion expenditure limit imposed by Initiative 601.

In the 2005-07 Biennium, 53 percent of the General Fund-State budget will go to support public schools and higher education. Most of the public school funding covers the increased cost of teacher and staff health benefits for increases in K-12 enrollment. The higher education funding provided for at least 7,900 student enrollment increases in public two- and four-year colleges and universities, and increases in need grants.

The spending for human service delivery systems provided by DSHS makes up approximately 36 percent of the state budget. Washington's WorkFirst program has helped more than 153,000 people get off and stay off welfare since the program began in 1997. Welfare caseloads have dropped by 40 percent and the percentage of the state's population on welfare is at the lowest point in more than 30 years. Most program participants who go to work earn more than $8 an hour. The largest DSHS program is the Medical Assistance Program, which, at $3.1 billion, comprises 39 percent of the 2005-07 DSHS budget.

The 2005-07 Biennial Budget contains compensation increases for K-12 teachers and state employees, including salary cost-of-living increases ("COLAs"), partial salary survey implementation, pension rate increases, and health benefit rate increases. The COLAs are the first in four years for state employees and K-12 teachers. The 2005-07 Biennium also marks the effective date of collective bargaining and wider union representation among classified employees of state government.

The following tables provide the General Fund-State budget for the 2003-05 and 2005-07 Biennia.

2003-05 BIENNIUM
GENERAL FUND-STATE BUDGET
(Modified Accrual Basis)
(in Millions)

Beginning Fund Balance	$ 405
Revenue	
June 2003 Forecast	$ 22,295
2003 Legislative Changes	587
September 2003 Forecast	15
November 2003 Forecast	65
February 2004 Forecast	76
2004 Legislative Changes	(25)
June 2004 Forecast	186
September 2004 Forecast	106
November 2004 Forecast	70
March 2005 Forecast	58
June 2005 Forecast	109
2005 Legislative Changes	4
Changes in Reserves and Other Adjustments	607
Total Sources	**$ 24,558**
Total Expenditures	**$ 23,672**
Ending General Fund-State Balance	**$ 887**
Emergency Reserve Fund Account Balance	**0**
Additional Federal Funding (Assumed to Replace General Fund-State Appropriations)	**$ 100**
Less Local Government Assistance Appropriations	**$ (10)**
Revised Ending General Fund-State Balance	**$ 977**

Note: Totals may not add due to rounding.

Source: Office of Financial Management

2005-07 BIENNIUM
GENERAL FUND-STATE BUDGET
(Modified Accrual Basis)
(in Millions)

Beginning Fund Balance	$ 977
Revenue	
June 2005 Forecast	$ 25,031
2005 Legislative Changes	354
Changes in Reserves and Other Adjustments	219
Total Sources	**$ 26,580**
Total Expenditures	**$ 25,952**
Ending General Fund-State Balance	**$ 628**
Emergency Reserve Fund Account Balance	**0**
Revised Ending General Fund-State Balance	**$ 628**

Note: Totals may not add due to rounding.

Source: Office of Financial Management

State Transportation Budget

The Legislature passed the state transportation budget for the 2003-05 Biennium on April 26, 2003, and the Governor signed the bill on May 19, 2003. The total $4.8 billion budget bill contained funding for $2.9 billion in capital expenditures, including $2.6 billion for the Department of Transportation capital funding for roads, bridges, ferries, rail, and transit improvements. The bill also contained funding for the Washington State Patrol, the Department of Licensing and other transportation agencies.

The state gas tax historically has been pledged for debt service retirement of transportation bonds. An increase in the state gas tax to 31 cents per gallon went into effect on July 1, 2005.

The Legislature passed the state transportation budget for the 2005-07 Biennium on April 24, 2005, and the Governor signed the bill on May 9, 2005. The total $5.9 billion budget bill contained funding for $3.7 billion in capital expenditures, including $3.4 billion for the Department of Transportation capital funding for roads, bridges, ferries, rail, and transit improvements. The bill also contained funding for the Washington State Patrol, the Department of Licensing and other transportation agencies.

CAPITAL BUDGET AND STATE DEBT

State Capital Budget

The state's 2003-05 biennial capital budget adopted by the 2003 Legislature provided for $2.57 billion expenditures in new projects. Of this total, $1.35 billion in expenditures are to be funded from the sale of general obligation bonds that are subject to the state's statutory debt limit.

The 2003-05 biennial capital budget provides for $798 million for higher education projects, $540 million for K-12 education and $386 million for natural resource projects. Other capital funds are divided across the remaining state governmental functions. The 2004 Supplemental Capital Budget provided another $150 million in funding, primarily for higher education facilities and for projects that protect the state's water resources. The 2005 Supplemental Capital Budget provided an additional $213 million, most of which was additional funding from the Public Works Assistance Account program.

The state's 2005-07 biennial capital budget adopted by the 2005 Legislature provided for $3.27 billion expenditures in new projects. Of this total, $1.56 billion in expenditures are to be funded from the sale of general obligation bonds that are subject to the state's statutory debt limit.

The 2005-07 biennial capital budget provides for $1.400 billion for higher education projects, $900 million for K-12 education and $1.272 billion for natural resource projects. Other capital funds are divided across the remaining state governmental functions.

General Obligation Debt

General Obligation Debt Authority. The State Constitution and enabling statutes authorize by three different means the incurrence of state general obligation debt, the payment of which is secured by a pledge of the state's full faith, credit and taxing power:

(i) by the affirmative vote of 60 percent of both houses of the Legislature, without voter consent (in which case the amount of such debt is generally but not always subject to both constitutional and statutory limitations; see "General Obligation Debt Limitations" below);

(ii) by the affirmative vote of 50 percent of both houses of the Legislature and a majority of the voters voting thereon (in which case the amount of the debt so approved is not subject to other constitutional limitations, but is subject to statutory limitations; see "General Obligation Debt Limitations" below); or

(iii) by a body designated by statute (currently the Committee) without limitation as to amount, without approval of the Legislature (except as to appropriation of the sums borrowed) and without the approval of the voters; however, such debt:

- (a) may be incurred only to meet temporary deficiencies of the State Treasury, to preserve the best interests of the state in the conduct of the various state institutions, departments, bureaus, and agencies during each fiscal year;
- (b) must be discharged, other than by refunding, within 12 months of the date of incurrence;
- (c) may be incurred only to provide for appropriations already made by the Legislature; or
- (d) may be incurred to refund outstanding obligations of the state.

The State Constitution also permits the state to incur additional debt to repel invasion, suppress insurrection or to defend the state in war.

General Obligation Debt Limitations. With certain exceptions noted below, the amount of state general obligation debt which may be incurred by the means described in the section entitled "General Obligation Debt Authority" above is limited by constitutional and statutory restrictions. The limitations in both cases are imposed by prohibiting the issuance of new debt if the new debt would cause the maximum annual debt service on all thereafter outstanding general obligation debt to exceed a specified percentage of the arithmetic mean of general state revenues for the preceding three fiscal years. These are limitations on the incurrence of new debt and are not limitations on the amount of debt service which may be paid by the state in future years.

"General state revenues" is defined for purposes of the constitutional limitation as including all state money received in the State Treasury from each and every source whatsoever, with certain exceptions that include (i) fees and revenues derived from the operation of any facility; (ii) earmarked gifts, grants, donations, and aid; (iii) money for retirement system funds and performance bonds; (iv) money from trust funds, proceeds from sale of bonds or other indebtedness; and (v) taxes levied for specific purposes. For purposes of the statutory debt limitation, "general state revenues" also includes (i) the state lottery revenues, and (ii) revenues deposited in the state general fund and the student achievement fund that are derived from property taxes levied by the state for the support of common schools.

The constitutional and statutory limitations, which are overlapping, are summarized as follows:

(i) *The Constitutional Limitation*. Under Article VIII, Section 1 of the State Constitution, new general obligation debt may not be issued if the new debt would cause maximum annual debt service on all thereafter outstanding general obligation debt to exceed nine percent of the arithmetic mean of general state revenues for the preceding three fiscal years. Excluded from the calculation are the following types of general obligation debt:

(a) debt payable primarily from excise taxes levied on motor vehicle fuels, income received from the investment of the permanent common school fund and revenue received from license fees on motor vehicles;

(b) debt which has been refunded;

(c) debt issued after approval of both houses of the Legislature and a majority of those voting in a general or special election;

(d) debt issued to meet temporary deficiencies in the State Treasury (described in "General Obligation Debt Authority" above);

(e) debt issued in the form of bond anticipation notes;

(f) debt issued to fund or refund debt of the State Building Authority (no longer in existence);

(g) debt issued to pay "current expenses of [S]tate government;"

(h) debt payable solely from the revenues of particular public improvements (revenue debt of the state), and

(i) any state guarantee of voter-approved general obligation debt of school districts in the state.

(ii) *The Statutory Limitation*. Under chapter 39.42 RCW, new general obligation debt may not be issued if the new debt would cause maximum annual debt service on all thereafter outstanding general obligation debt to exceed seven percent (as contrasted with the nine percent limitation in the State Constitution) of the arithmetic mean of general state revenues for the preceding three fiscal years.

The percentage limitation and the general obligation debt excluded from calculation of the limitation under this state statute have changed from time to time. The types of general obligation debt currently excluded from the calculation are the same as those excluded from the calculation under the constitutional limitation with the following exceptions:

(a) general obligation debt issued after approval of both houses of the Legislature and a majority of the voters, which is included rather than excluded as described above under "The Constitutional Limitation;"

(b) general obligation debt issued prior to July 1, 1993, pursuant to statute which requires that the State Treasury be reimbursed for the full debt service on such debt from money other than general state revenues or from special excise taxes imposed under chapter 67.40 RCW ("reimbursement bonds");

(c) general obligation debt issued after July 1, 1993, pursuant to statute which requires that the State Treasury be reimbursed for the full debt service on such debt from (1) moneys outside the State Treasury (except for higher education operation fees); (2) higher education building fees; (3) indirect cost recovered from federal grants and contracts; and (4) University of Washington hospital patient fees;

(d) general obligation debt issued to finance certain improvements to the state capitol east plaza garage pursuant to RCW 43.99Q.070;

(e) general obligation debt issued to finance the rehabilitation of the state legislative building to the extent such debt is paid from the capitol building construction account pursuant to RCW 43.99Q.140(2)(b); and

(f) general obligation debt issued to finance transportation projects pursuant to Chapter 147, Laws of 2003, section 7.

Current General Obligation Debt Capacity. By applying the statutory limitation on general obligation debt, which is currently the more restrictive of the constitutional and statutory limitations, the state's estimated general obligation debt capacity (excluding Committee-authorized short-term debt described above) is calculated as follows:

Estimated arithmetic mean of general state revenues for fiscal years ending June 30, 2003, 2004, and 2005 (1)	$ 11,000,725,954
7% of such arithmetic mean (maximum annual debt service on general obligation debt to be outstanding may not exceed this sum)	$ 770,050,817
Maximum annual debt service on outstanding general obligation debt (9/21/2005)	$ 657,000,832
Uncommitted portion of debt service limitation (9/21/2005)	$ 113,049,985
Remaining state general obligation principal debt capacity after sale of current and projected issues (assuming a 25-year amortization and an interest rate of 6.00% on future issues) (2)	$ 1,445,158,216

(1) Preliminary, subject to change. The arithmetic means of general state revenues for fiscal years ending a) June 30, 2002, 2003, and 2004, b) June 30, 2001, 2002, and 2003, c) June 30, 2000, 2001, and 2002, d) June 30, 1999, 2000, and 2001, e) June 30, 1998, 1999, and 2000, f) June 30, 1997, 1998, and 1999, and g) June 30, 1996, 1997, and 1998, were $9,932,495,848.84, $9,129,881,312.38, $8,885,895,256, $8,655,884,795, $8,305,755,187, $7,918,308,401, and $7,559,859,280, respectively. Source: "Certification of the Debt Limitation of the State of Washington" for fiscal years 1999 through 2004.

(2) The amount of debt that can be issued under this debt limitation calculation is subject to numerous factors, including state revenues, debt structure and interest rates, and may vary over time.

Use of Short-Term General Obligation Debt Authority (Certificates of Indebtedness and Bond Anticipation Notes). Chapter 39.42 RCW and the respective bond acts of the state delegate to the Committee the authority to issue, in the name of the state, temporary notes in anticipation of the sale of bonds. Pursuant to statutory authority and resolution of the Committee, such notes are general obligations of the state. Principal of and interest on such notes are excluded from the constitutional and statutory debt limitations. The state has no bond anticipation notes currently outstanding.

Article VIII of the State Constitution and chapter 39.42 RCW provide for the issuance of certificates of indebtedness to meet temporary deficiencies in the State Treasury. Such indebtedness must be retired other than by refunding within twelve months of the date of issue. Principal and interest on certificates of indebtedness is excluded from constitutional and statutory debt limitations. The state has no certificates of indebtedness currently outstanding and does not anticipate any external short-term borrowing during the current biennium.

Motor Vehicle Fuel Tax Obligations

As of September 21, 2005, there will be outstanding $2,600,503,801 motor vehicle fuel tax bonds secured by a pledge of, and first payable from, excise taxes levied against motor vehicle and special fuels. Additionally, these bonds are secured by the full faith, credit and taxing power of the state. Such bonds are not subject to the constitutional or statutory debt limitation.

Motor Vehicle Fuel Tax Rates. Chapter 49, Laws of 1983, 1st Ex. Sess., established a motor vehicle fuel tax at a fixed cents-per-gallon rate. Effective April 1, 1990, the fuel tax was raised to 22 cents per gallon from 18 cents. Effective April 1, 1991, the fuel tax was raised to 23 cents per gallon. Effective July 1, 2003, the fuel tax was raised to 28 cents per gallon. The State Legislature enacted Engrossed Substitute Senate Bill 6103, Chapter 314, Laws of 2005 (ESSB 6103) during its 2005 regular session. Among other things, ESSB 6103 provides for incremental increases in the tax rate on motor vehicle fuels and special fuels that total nine and a half cents per gallon over a period of four years. The initial increase in the tax rate for motor vehicle fuels and special fuels of three cents per gallon (from 28 cents per gallon to

31 cents per gallon) became effective on July 1, 2005. The tax rate for both types of fuels would increase an additional three cents per gallon on July 1, 2006, two cents per gallon on July 1, 2007, and one and one-half cents per gallon on July 1, 2008.

The net tax amounts (after payment of refunds and administrative expenses) accruing from the increases in tax rates enacted by ESSB 6103 for motor vehicle and special fuels are to be distributed to certain local governments and to the state. The state is to receive 83.3334 percent of the net tax amounts from each of the tax rate increases effective on July 1, 2005, and July 1, 2006, and 100 percent of the net tax amounts from the tax rate increases effective on July 1, 2007, and July 1, 2008. The net tax amounts distributable to the state are to be deposited in the Transportation Partnership Account in the Motor Vehicle Fund. Amounts deposited in the Transportation Partnership Account must be used only for projects or improvements identified as 2005 transportation partnership projects or improvements in the omnibus transportation appropriations act, Chapter 313, Laws of 2005, including any principal and interest on bonds authorized for those projects or improvements.

Revenue Available for Debt Service. The following table presents the state's motor vehicle fuel excise tax collection experience at various rates per gallon, including a revenue projection based upon the tax rate of 31 cents per gallon tax effective July 1, 2005, and the allocations of excise tax pledged for bond principal and interest payments.

	Revenue Pledge	**County-City Allocation[1]**	**State Allocation [2]**
July 1, 1991 – June 30, 1992	$610,681,244	$81,153,690	$305,143,075
July 1, 1992 – June 30, 1993	596,015,283	79,888,937	297,161,376
July 1, 1993 – June 30, 1994	614,890,069	82,418,884	306,571,969
July 1, 1994 – June 30, 1995	615,525,077	82,503,999	306,888,571
July 1, 1995 – June 30, 1996	655,427,980	87,887,898	327,133,159
July 1, 1996 – June 30, 1997	672,095,589	89,661,476	336,186,110
July 1, 1997 – June 30, 1998	688,474,782	91,846,557	344,379,077
July 1, 1998 – June 30, 1999	712,559,355	95,059,580	356,426,320
July 1, 1999 – June 30, 2000	721,684,773	96,276,797	365,130,833
July 1, 2000 – June 30, 2001	723,945,995	96,578,457	366,272,623
July 1, 2001 – June 30, 2002	720,305,001	96,092,728	364,429,773
July 1, 2002 – June 30, 2003	732,805,981	97,760,429	370,749,618
July 1, 2003 – June 30, 2004	882,671,375	99,866,758	512,808,590
July 1, 2004 – June 30, 2005 [3]	905,846,435	99,265,533	538,209,753
July 1, 2005 – June 30, 2006 [3]	996,637,685	100,397,089	611,790,565

(1) Allocation of excise tax revenues first used for payment of debt service for county-city urban program (RCW 47.26.404, 47.26.4252, 47.26.4254, and 47.26.505).

(2) Allocation of excise tax revenues first used for payment of debt service for ferry vessels, State Route 90 and the state highway bonds.

(3) Department of Transportation forecast (June 2005).

Revenue Pledge and Distribution Percentages. Each legislative act authorizing the issuance and sale of motor vehicle fuel tax bonds provides that the principal of and interest on such bonds are secured by a pledge of the excise taxes levied on motor vehicle and special fuels imposed by chapters 82.36 and 82.38 RCW (formerly by chapters 82.36 and 82.40 RCW). That pledge constitutes a charge against the revenues from such motor vehicle and special fuels excise taxes equal to the charge of any other general obligation bonds of the state that have been and may hereafter be authorized that also pledge motor vehicle and special fuels excise taxes for their payment. By statutory provision the Legislature has covenanted to continue to levy that excise tax in amounts sufficient to pay, when due, the principal and interest on all of those bonds issued under the respective legislative authorizations. All motor vehicle fuel tax general obligation bonds of the state are further secured by a pledge of the full faith, credit and taxing

power of the state. The act authorizing the issuance of refunding bonds requires, as to bonds to be refunded that are secured by motor vehicle fuel taxes, that the refunding bonds be secured by the same taxes in addition to the pledge of the state's full faith and credit and taxing power.

The Legislature has established a statutory scheme for the distribution and expenditure for various purposes of specified percentages of motor vehicle and special fuels excise taxes received in the motor vehicle fund. However, the Legislature has provided that nothing in those provisions may be construed to violate the terms and conditions of any highway construction bond issues authorized by statute and whose payment is by such statute pledged to be paid from any excise taxes on motor vehicle and special fuels. With the pledge of the aggregate of motor vehicle and special fuels excise taxes for payment of the principal of and interest on all motor vehicle fuel tax bonds currently authorized, that statutory scheme can be characterized as a mandate as to which portion of such excise taxes should first be used to transfer funds to the Highway and Ferry Bond Retirement Funds.

Sources of Repayment

The Legislature is obligated to appropriate money for state debt service requirements. Appropriations providing for the payment of bond principal and interest requirements on each series of bonds normally are included in the omnibus appropriation act or occasionally in another appropriation act of each biennial session. In addition, it has been the practice to provide in each omnibus appropriation act an appropriation of such additional money as may be required to satisfy bond covenants and laws for reserves, surplus funds and other "set-asides."

Generally, each bond statute provides that on or before June 30 of each year the Committee shall certify to the State Treasurer the amount required for payment of bond principal and interest for the ensuing fiscal year. For bonds authorized before the First Extraordinary Session of the 1977 Legislature on July 1 (in some instances on June 30), the State Treasurer was required to transfer those funds from any state general revenues, component or dedicated revenues, depending on the revenue pledge, to the specified bond fund. For bonds authorized during the 1977 First Extraordinary Legislative Session and for all subsequent authorizations made prior to the 1989 Legislative Session, the State Treasurer must transfer the funds necessary to pay debt service to the respective bond redemption funds not less than 30 days prior to the principal or interest payment date. For bonds authorized during and since the 1989 Legislative Session, the State Treasurer must transfer the funds necessary to pay debt service to the respective bond redemption funds on the principal or interest payment date.

The statutes(s) authorizing the bonds and other general obligations of the state require the Committee to certify annually the amount needed to provide for payment of debt service and require the State Treasurer to deposit "general state revenues" in such amount into the General Obligation Bond Retirement Fund from time to time. The term "general state revenues" is defined in Article VIII in the State Constitution. Not all money deposited in the General Fund-State constitutes general state revenues.

The following table presents general state revenues (statutory) for fiscal years since 1999:

GENERAL STATE REVENUES
STATUTORY
(in Millions)

Fiscal Year	General State Revenues
2004	$ 11,457.616
2003	9,397.528
2002	8,942.343
2001	9,049.773
2000	8,655.570
1999	8,252.312

Some general obligation bond statutes provide that the General Fund-State will be reimbursed from discrete revenues which are not considered general state revenues. For example, tuition fees charged by institutions of higher education must reimburse the General Fund-State for payment of debt service for a number of higher education construction bonds. Other similar reimbursement requirements apply to hospital patient fees (for University of Washington Hospital Construction Bonds) and lease-rental proceeds (for Washington State University Research Center Bonds). All of these required reimbursements have been made to date.

In addition, special hotel-motel tax proceeds collected in King County are pledged to reimburse the General Fund-State debt service payments for the 1983 State Convention and Trade Center Bonds.

For motor vehicle fuel tax bonds, at least one year prior to the date any interest is due and payable on those bonds or prior to the maturity date of any bonds, the Committee estimates, subject to the provisions of the pledge of revenue, the percentage of the monthly receipts of the motor vehicle fund resulting from collection of excise taxes on motor vehicle and special fuels that will be necessary to meet interest or bond payments when due. Each month as such funds are paid into the Motor Vehicle Fund, the State Treasurer must transfer such percentage of the monthly receipts from excise taxes on motor vehicle and special fuels in the Motor Vehicle Fund to the Highway Bond Retirement Fund and the Ferry Bond Retirement Fund, the latter of which is to be used for payment of the principal of and interest on the state ferry bonds when due. If in any month it appears that the estimated percentage of money so transferred is insufficient to meet the requirements for interest and bond retirement, the State Treasurer must notify the Committee, and the Committee must adjust its estimates so that all requirements for interest and principal of all bonds issued will be fully met at all times.

The state retains and expects to continue to retain a minimum surplus of funds in the Highway Bond Retirement Fund pending the development of clear estimates of the consequences of energy conservation measures and more definite Department of Transportation revenue projections.

With respect to state ferry bonds, concurrent with the distribution of motor vehicle and special fuel tax revenue to the Ferry Bond Retirement Fund, the State Treasurer must transfer a like amount of funds from the Puget Sound Capital Construction Account to the Motor Vehicle Fund.

State Bonds Outstanding

The following table summarizes, as of September 21, 2005, the state's general obligation bonds and general obligation bonds secured by motor vehicle fuel tax revenue.

General Obligation Bonds.....	$ 7,648,307,072
Motor Vehicle Fuel Tax General Obligation.....	2,600,503,801
	$ 10,248,810,874

An additional $2,871,438,029 principal amount of general obligation bonds and $7,935,256,199 principal amount of motor vehicle fuel tax general obligation bonds will be authorized but unissued as of September 21, 2005. Issuance of additional general obligation bonds is subject to constitutional and statutory debt limitations. By statute, additional general obligation bonds (with certain exceptions) may not be issued if, after giving effect thereto, maximum annual debt service would exceed seven percent of the three-year average of general state revenues. State motor vehicle fuel tax general obligation bonds and certain other bonds are not subject to that limitation.

The maximum annual debt service on all outstanding general obligation bonds is covered 14.76 times by general state revenues of $11.458 billion for the fiscal year ending June 30, 2004. Coverage of the projected annual debt service on all outstanding motor vehicle fuel tax general obligation bonds is 4.34 times based upon estimated gasoline tax revenues of $905.846 million for the fiscal year ending June 30, 2005.

Schedules

Schedules Nos. 1 through 3 show debt service on outstanding and proposed general obligation bonds and motor vehicle fuel tax bonds and analyses of the various types of revenues pledged to secure these bonds.

SCHEDULE NO. 1 (Combined — General State Revenues and Components, Motor Vehicle Fuel Tax, and Other Revenues)

TOTAL BONDS OUTSTANDING AND SEPTEMBER 21, 2005 BOND OFFERING

Fiscal Year Ending June 30th	Outstanding 9/21/2005 (1) Principal	Outstanding 9/21/2005 (1) Interest (4)	September 21, 2005 Bond Offering (2) Principal	September 21, 2005 Bond Offering (2) Interest	Total (3)
2006	$ 215,725,000	$ 253,053,884	$ -	$ 1,791,957	$ 470,570,841
2007	488,138,126	479,043,075	-	2,580,419	969,761,620
2008	507,946,495	454,703,096	-	2,580,419	965,230,010
2009	506,110,442	434,434,824	-	2,580,419	943,125,685
2010	486,932,068	414,594,018	-	2,580,419	904,106,505
2011	466,166,505	393,868,734	-	2,580,419	862,615,657
2012	453,524,996	376,595,597	-	2,580,419	832,701,012
2013	476,273,025	352,017,013	335,000	2,580,419	831,205,456
2014	497,594,330	327,345,267	855,000	2,567,019	828,361,616
2015	522,501,039	313,869,326	880,000	2,532,819	839,783,184
2016	535,561,906	305,184,903	1,355,000	2,497,619	844,599,428
2017	532,539,398	303,600,101	1,990,000	2,443,419	840,572,918
2018	511,242,936	279,249,049	2,250,000	2,363,819	795,105,804
2019	490,913,956	259,623,697	2,505,000	2,273,819	755,316,472
2020	472,694,795	243,826,774	2,750,000	2,170,488	721,442,057
2021	427,788,597	196,706,410	2,955,000	2,057,050	629,507,056
2022	408,773,166	156,748,857	3,305,000	1,931,463	570,758,485
2023	388,362,665	140,121,992	3,610,000	1,791,000	533,885,657
2024	370,920,048	123,840,059	3,825,000	1,610,500	500,195,607
2025	334,611,412	109,436,388	4,180,000	1,419,250	449,647,051
2026	307,279,233	94,655,659	4,325,000	1,210,250	407,470,141
2027	261,935,154	81,436,606	4,500,000	994,000	348,865,760
2028	205,845,733	71,731,872	4,830,000	769,000	283,176,605
2029	175,679,100	65,256,525	5,180,000	527,500	246,643,125
2030	115,420,749	58,442,501	5,370,000	268,500	179,501,750
2031	33,330,000	833,250	-	-	34,163,250
	$ 10,193,810,874	$ 6,290,219,476	$ 55,000,000	$ 49,282,401	$ 16,588,312,752

Note: Totals may not add due to rounding.

	Principal	Interest
(1) **Outstanding Bonds by Revenue Pledge**		
(a) General State Revenues	7,648,307,072	4,420,496,026
(b) Motor Vehicle Fuel Tax	2,545,503,801	1,869,723,450
Total Bonds Outstanding	$ 10,193,810,874	$ 6,290,219,476
(2) **September 21, 2005, Bond Offering**		
(a) Series 2006C, dated 9/21/2005	$ 55,000,000	$ 49,282,401
Total September 21, 2005 Offering	$ 55,000,000	$ 49,282,401
(3) **Total Bonds Outstanding Following September 21, 2005, Bond Offering**	$ 10,248,810,874	$ 6,339,501,878

(4) Interest payments are only estimates and are subject to change from time to time as market conditions change.

SCHEDULE NO. 2

SUMMARY - DEBT STRUCTURE BY REVENUE PLEDGE

General Obligation [1]

	6/30/2001	6/30/2002	6/30/2003	6/30/2004	6/30/2005	9/21/2005
Outstanding						
General State Revenues and Components						
General State Revenues	$ 6,540,745,000	$ 6,786,803,651	$ 6,827,099,728	$ 7,215,204,278	$ 7,575,311,302	$ 7,648,307,072
Retail Sales Tax Revenue	2,485,000	1,490,000	445,000	- - - - - -	- - - - - -	- - - - - -
Subtotal	$ 6,543,230,000	$ 6,788,293,651	$ 6,827,544,728	$ 7,215,204,278	$ 7,575,311,302	$ 7,648,307,072
Motor Vehicle Fuel Tax Revenue	$ 1,135,885,000	$ 1,395,980,000	$ 1,720,296,935	$ 2,113,536,136	$ 2,404,758,801	$ 2,600,503,801
Total - Outstanding	$ 7,679,115,000	$ 8,184,273,651	$ 8,547,841,664	$ 9,328,740,413	$ 9,980,070,103	$ 10,248,810,874
Annual Debt Service Requirements						
Fiscal Year	$ 789,213,368	$ 825,972,401	$ 836,219,533	$ 827,723,419	$ 896,463,314	$ 942,692,217
Authorized -- Unissued						
General State Revenues	$ 1,697,723,029	$ 1,196,003,029	$ 2,033,548,029	$ 2,446,723,029	$ 3,165,528,029	$ 2,871,438,029
Motor Vehicle Fuel Tax Revenue	2,253,275,000	1,915,200,000	1,514,793,065	3,655,958,864	3,087,256,199	7,935,256,199
Total - Unissued	$ 3,950,998,029	$ 3,111,203,029	$ 3,548,341,094	$ 6,102,681,893	$ 6,252,784,228	$ 10,806,694,228
Issued (New Money and Refunding)						
Fiscal Year	$ 1,345,245,000	$ 1,017,470,000	$ 1,528,646,935	$ 1,624,334,200	$ 1,523,297,666	$ 1,007,260,000

(1) No limited obligation debt is outstanding or authorized.

Note: Totals may not add due to rounding.

SCHEDULE NO. 3

TOTAL DEBT SERVICE REQUIREMENTS
by Pledge of Revenues

Fiscal Year Ending June 30th	General State Revenues (or Components)	Motor Vehicle Fuel Tax Revenues	Total Principal	Total Interest	Total Debt Service Requirements
2006	$759,853,284	$182,838,933	$475,484,229	$467,207,988	$942,692,217
2007	776,113,305	193,648,315	488,138,126	481,623,494	969,761,620
2008	765,915,784	199,314,226	507,946,495	457,283,515	965,230,010
2009	739,505,004	203,620,681	506,110,442	437,015,243	943,125,685
2010	707,077,829	197,028,676	486,932,068	417,174,437	904,106,505
2011	672,124,033	190,491,625	466,166,505	396,449,152	862,615,657
2012	648,738,142	183,962,870	453,524,996	379,176,016	832,701,012
2013	642,991,136	188,214,321	476,608,025	354,597,432	831,205,456
2014	633,512,179	194,849,437	498,449,330	329,912,286	828,361,616
2015	645,178,411	194,604,773	523,381,039	316,402,145	839,783,184
2016	644,110,664	200,488,765	536,916,906	307,682,522	844,599,428
2017	632,632,924	207,939,994	534,529,398	306,043,520	840,572,918
2018	586,727,984	208,377,819	513,492,936	281,612,867	795,105,804
2019	546,489,578	208,826,893	493,418,956	261,897,516	755,316,472
2020	513,305,167	208,136,890	475,444,795	245,997,261	721,442,057
2021	430,875,303	198,631,753	430,743,597	198,763,460	629,507,056
2022	374,856,547	195,901,938	412,078,166	158,680,319	570,758,485
2023	349,736,297	184,149,360	391,972,665	141,912,992	533,885,657
2024	322,124,469	178,071,138	374,745,048	125,450,559	500,195,607
2025	271,862,344	177,784,707	338,791,412	110,855,638	449,647,051
2026	232,178,281	175,291,860	311,604,233	95,865,909	407,470,141
2027	188,531,625	160,334,135	266,435,154	82,430,606	348,865,760
2028	146,082,250	137,094,355	210,675,733	72,500,872	283,176,605
2029	119,785,000	126,858,125	180,859,100	65,784,025	246,643,125
2030	71,205,500	108,296,250	120,790,749	58,711,001	179,501,750
2031	20,464,125	13,699,125	33,330,000	833,250	34,163,250
Total	$12,441,977,163	$4,618,456,964	$10,508,570,103	$6,551,864,024	$17,060,434,127

Note: Totals may not add due to rounding.

SELECTED DEBT RATIOS

Debt Ratios

Year	State Debt Per Capita	State Debt/ Personal Income (Percentage)	Total Debt Service/ Personal Income (Percentage)	State Debt/ Market Value Taxable Property (Percentage)
2001	$ 1,286.49	3.97%	0.43%	1.56%
2002	1,389.88	4.23%	0.42%	1.58%
2003	1,460.84	4.37%	0.41%	1.58%
2004*	1,500.38	4.24%	0.41%	1.58%
2005*	1,638.00	4.58%	0.42%	1.75%

Factors for the Debt Ratios

Year	Population (1) (000)	Personal Income (2) (000,000)	Debt Service (3) (000)	Market Value Taxable Property (4) (000)	State Debt (5) (000)
2001	5,974.90	$ 193,498	$ 825,972	$ 492,681,068	$ 7,686,649
2002	6,041.70	198,371	836,220	532,296,068	8,397,260
2003	6,098.30	203,890	827,723	563,600,366	8,908,653
2004*	6,167.80	218,291	896,463	585,655,515	9,254,055
2005*	6,256.90	223,855	942,692	585,655,515	10,248,811

(1) Population -- Office of the Forecast Council, "Washington Economic and Revenue Forecast June 2005," Table A5.1.

(2) Personal Income -- Office of the Forecast Council, "Washington Economic and Revenue Forecast June 2005," Table A3.3.

(3) Debt Service -- Reported by the State Finance Committee for the ensuing fiscal year.

(4) True and fair market value (100%) as reported by the Department of Revenue for state taxes due and payable in calendar years 2001 through 2004 -- Department of Revenue, "Property Tax Statistics 2004," Table 25. Under current law, business inventories are exempt from any property tax.

(5) State Debt -- Reported by the Office of State Treasurer for December 31 each year. Outstanding as of September 21, 2005.

* Estimate.

State Bonded Debt by Source of Payments

General Obligation		
Payable from General State Revenues	$6,533,865,712 (1)	
First Payable from Other Sources	3,714,945,162 (2)	
Limited Obligation	0	$10,248,810,874

	General Obligation Debt: Payable From General State Revenues	General Obligation Debt: First Payable from Other Sources	Total State Bonded Debt
Debt to True Market Value.....	1.12%	0.63%	1.75%
Per Capita Debt.....	$1,081.46	$614.88	$1,696.35

(1) Outstanding bonds as of September 21, 2005.

(2) Certain state general obligation bonds are payable first from sources other than general state revenues ($1,114,441,360 from tuition fees, patient fees, admissions taxes, parking taxes, certain King County sales and use taxes, or hotel and motel taxes) and are additionally full faith and credit obligations of the state.

OTHER OBLIGATIONS

Workers' Compensation Program

The Workers' Compensation Program insures approximately 70 percent of the work force in the state, excluding self-insured employers and their employees, against work-related accidents and medical claims. The program has three main components: Accident, Medical Aid and Supplemental Pension. Accident Fund premiums are paid by employers while premiums for the Medical Aid and Supplemental Pension Funds are shared equally by employers and employees. A separate pension fund sufficient to pay future pension obligations is established in the Accident Fund and not through separate premium assessments. The Supplemental Pension component covers both state fund and self-insured employees. The Accident, Medical Aid and Pension components are designed to be self-sustaining; assets are accumulated to fund future benefits.

The Supplemental Pension Fund was adopted by the Legislature in 1973 to provide inflation adjustment payments for time lost for the temporarily disabled and pension benefits for the permanently disabled. This plan operates on a current, "pay-as-you-go" basis. GAAP formerly required those liabilities be recorded as long-term debt and allowed expected employer and employee contributions to be shown as an asset. GASB now requires the Supplemental Cost of Living Benefit to be characterized as an obligation of the Workers' Compensation Fund, a special enterprise fund, but does not permit employer and employee future contributions to be shown as an offsetting asset. This accounting change has no impact on the fund's liability to pay supplemental cost of living benefits, nor does it affect its ability to make those payments. The potential future liability of the fund to pay all claims for Supplemental Cost of Living Benefits for all employees is estimated to be $4.5 billion; however, the state's obligation to its own employees is substantially lower, and the state anticipates contributions from the private sector will be sufficient to satisfy all liabilities for nonpublic employees.

Certificates of Participation/Financing Contracts

The following table displays outstanding state certificates of participation/financing contracts as of August 31, 2005.

	Outstanding	2005-2007 Debt Service Requirement	Final Maturity
Big Bend, Clark, Spokane, SPSC, Walla Wall CCs, 2004A	$ 13,130,000	$ 2,509,835	2024
The Evergreen State College, Childcare Center, 2003	1,025,000	713,991	2008
Washington State Liquor Control Board, 1996	9,415,000	5,270,383	2010
Master Installment Program -- RE, 1993	10,140,000	3,756,325	2016
DOC, 2005, Tumwater and Airway Heights	9,350,000	864,385	2025
WSU, Consolidated Information Center, 1996 Taxable	6,555,000	1,605,523	2017
DOE Refunding 2003B	25,715,000	2,280,975	2016
UW, Sandpoint Phase 2B, 2001D	3,195,000	552,173	2022
Highline Community College, RE-2003F	11,945,000	1,831,388	2023
UW, McCarty-Lander, 2001C	3,985,000	1,192,255	2013
Quarterly Pooled Financings; since 2004	66,750,004	25,943,071	2019
LOCAL Real Property	4,805,276	1,387,639	2017
South Puget Sound Community College, 1999	4,140,000	897,598	2020
Equipment Series, Competitive; since 1997	46,542,568	27,187,710	2015
GA, Yakima Building Project, 1999B	7,080,000	1,460,130	2019
UW, Sand Point Bldg 5 Phase IIC 2002E	2,525,000	401,208	2023
CWU, Edmonds, 2002D	4,790,000	770,605	2023
Whatcom, Columbia Basin and Yakima CC, 2000A	4,325,000	950,305	2020
GA, Olympia Capitol Court and Federal Building, 1999A	8,895,000	1,435,671	2022
Pierce College, 1998 - Steilacom Classroom Building	360,000	194,194	2008
Tacoma, Peninsula, Green River and Whatcom CCs, 2001A	4,860,000	1,660,678	2017
UW, Sand Point Bldg 29, 2002A	4,355,000	741,680	2022
Veterans Affairs, 2001	3,275,000	737,148	2016
DOT, Southwest Regional Complex, 1999	0	2,796,885	2005
DOL, WSP, Vancouver and Union Gap Project, Series 1998	5,655,000	1,117,914	2018
Washington State Convention and Trade Center	166,940,000	28,219,860	2018
DOE Refunding, 2001	34,810,000	11,677,125	2012
Parks and Recreation Commission, 1996A	75,000	79,206	2006
Edmonds CC - Music Building, 2000C	3,425,000	709,134	2018
GA, Isabella Bush Record Center, 2002	3,590,000	585,179	2023
Whatcom Community College, 1997 - Child Care Center	595,000	164,421	2013
Washington State Patrol, 1997 - Port Angeles Office	350,000	122,698	2012
Bellingham Technical College Classroom Additions, 1998	175,000	92,320	2008
UW, Husky Den, 2001B	5,425,000	955,453	2022
UW, Sandpoint Phase 2, 2001A	1,395,000	242,830	2021
DOC, 1998 Kennewick Work Release Facility and Monroe Dairy	1,386,775	764,999	2009
Bellevue Community College, RE-2003C	14,940,000	2,308,655	2023
Bellevue, Spokane Falls, Shoreline and Edmonds CCs, 2001B	4,850,000	1,940,350	2015
LOCAL Real Property B - Taxable	230,000	74,875	2016
Master Installment Program -- EQ, 1993	273,120	286,702	2007
Columbia Basin CC, 2004F	8,510,000	1,092,335	2020
UW, Sandpoint Bldgs 5 and 29, RE-2003E	4,165,000	618,120	2024
UW, 1999, Sandpoint and Primate Center	8,765,000	2,196,590	2021
Dept. of Personnel Human Resources Systems, 2004D	36,275,000	8,283,538	2016
SOS, Records Center EWU, 2002	11,240,000	2,272,775	2018
GA, Kelso Building and Land, 2000	3,590,000	930,475	2015
DOC, 2001 Workrelease Facility- Spokane Brownstone	2,630,000	471,945	2021
Bates Technical College-Communications Center, 2000B	3,330,000	634,359	2020
GA, Tacoma Co-location Project, 1996	12,990,000	2,716,650	2020
	$ 592,767,742	$ 155,700,257	

The 1989 Legislature authorized financing contracts for personal and real property. The state currently has in place a program that provides for the financing of equipment and real estate projects by competitive sale of certificates of participation in master financing contracts. The state's obligations are subject to appropriation.

State Unemployment Compensation Fund

Currently, unemployed workers are entitled to up to 30 weeks of regular unemployment insurance benefits, with a maximum state liability of $14,880 per unemployed worker. The maximum and minimum weekly benefit amounts payable are defined as percentages of the state's average weekly wage in covered employment. The maximum is now $496; the minimum is $109.

Legislative changes in 1984 improved the revenue-generating capacity of the unemployment insurance financing provisions. Collections under prior law could only meet the average annual benefit costs of the state's benefit provisions, and the reserve fund level (fund balance as a percent of total wages) could increase only during periods of low unemployment.

The experience rating system enacted in 1984 provided for six tax schedules with average yields ranging from 2.3 percent to 4.0 percent of taxable wages, depending on the reserve fund level. Each schedule has a maximum tax rate of 5.4 percent to conform to federal requirements. The highest tax schedule is in effect when the reserve fund level is below one percent of total wages, which was the case in 1985, 1986 and 1987. Growth in the trust fund triggered tax schedules with lower yields. The lowest tax schedule was in effect from 1990 through 1993. The reserve fund level continued to increase until June 30, 1993, after which it decreased slightly from 4.4 percent to 4.2 percent.

The 1993 Legislature concluded that the trust fund level was higher than necessary. In 1993, the Legislature enacted the new, lower tax schedule AA, and the 1995 Legislature enacted lower trust fund controls.

Changes in benefit and financing provisions were enacted by the legislature in 2003. The new law will place limits on the maximum weekly benefit amount and will reduce the computed benefit amounts for some claimants. The new financing provisions will not take effect until 2005. The department is in the process of analyzing the impact of changes in the financing provisions.

UNEMPLOYMENT COMPENSATION FUND
(Dollars in Millions)

	Beginning Balance	Receipts	Disbursements	June 30 Balance*	
				Dollars	Percent**
FY 1993	$ 1,710	$ 684	$ 646	$ 1,748	4.2%
FY 1994	1,748	688	845	1,591	3.7
FY 1995	1,591	674	813	1,452	3.2
FY 1996	1,452	682	815	1,319	2.7
FY 1997	1,319	765	728	1,356	2.6
FY 1998	1,356	852	691	1,517	2.6
FY 1999	1,517	921	816	1,622	2.4
FY 2000	1,622	1,109	799	1,932	2.6
FY 2001	1,932	1,029	1,051	1,910	2.4
FY 2002	1,910	1,102	1,572	1,440	1.8
FY 2003	1,440	1,159	1,499	1,100	1.4

* As of September 30 beginning FY 2000.
** As a percent of total wages for the preceding calendar year.

State Retirement Systems

The table below presents details regarding liabilities and assumptions of the Washington State Retirement System Funds. These retirement plans are defined benefit plans, providing monthly cash payments in accordance with a specific schedule but providing neither pre-retirement nor post-retirement medical benefits. The benefit amount may be determined by a combination of service and/or salary. The state also participates in the Judicial Retirement System and the Volunteer Fire-Fighter System, which are minor in relation to those illustrated.

The Office of the State Actuary is overseen by the Select Committee on Pension Policy and performs all actuarial services for the Department of Retirement Systems, including all studies required by law. The tables included hereunder have been reviewed by the State Actuary and will be subject to revision at subsequent dates.

The pertinent items disclosed below are as follows:

(i) *Contribution Rates.* These are rates of contribution developed based upon the 2003 valuations, expressed as a percentage of the active members' compensation.

(ii) *Unfunded Actuarial Present Value of Fully Projected Benefits.* This is the unfunded actuarial present value of the state's total commitment to pensions, including the unfunded actuarial present value of benefits accrued to date for active, inactive and retired members, and the actuarial present value of projected future accruals for active members. (Contribution rates are derived from this data.)

(iii) *Unfunded Actuarial Present Value of Credited Projected Benefits.* This is the amount by which liabilities exceed assets. Liabilities are calculated by the Credited Projected Benefits Method. Benefits are projected to retirement, including future salary increases but only service earned to date.

(iv) *Funding Ratio.* The Funding Ratio is assets divided by liabilities. Liabilities are calculated by the Credited Projected Benefits Method.

(v) *Unfunded Actuarial Accrued Liability-Entry Age Cost Method.* This is a portion of the unfunded actuarial present value of fully projected benefits. The only significance of this item is in developing the contribution rates for the systems. Contributions toward the Unfunded Actuarial Accrued Liability have been developed as a level percentage of expected future payrolls. The current statute, chapter 41.45 RCW, requires the existing Unfunded Actuarial Accrued Liability, as well as future gains or losses, and benefit increases to be fully funded by the dates shown in the following table.

The Public Employees' Retirement System ("PERS"), the Teachers' Retirement System ("TRS"), the School Employees' Retirement System ("SERS"), and the Law Enforcement and Firefighters' Retirement System ("LEOFF") each include more than one plan. In the table below, contribution rates are shown for members entering before October 1, 1977 (Plan 1), and after October 1, 1977 (Plan 2). Plan 3 members do not make contributions to the Defined Benefit portion of the plan. SERS Plan 2/3 is composed of school employees hired on or after October 1, 1977, who were previously included in PERS Plan 2. School employees hired before October 1, 1977, remain in PERS Plan 1. A portion of the employer contribution for Plan 2/3 employees of SERS, PERS and TRS is contributed to the respective Plan 1.

At least once every six years, the State Actuary is required to perform studies in which the demographic assumptions used in each system are evaluated. These studies were performed for the 1995-2000 period. As a result of these studies, significant changes were made in these assumptions and in the asset valuation method. The results shown below reflect the new assumptions.

The major economic assumptions used, developed and adopted by the Pension Funding Council, are as follows:

(i) ultimate rate of assumed investment return: 8.0 percent per annum;

(ii) general salary increases: 4.5 percent per annum;

(iii) rate of Consumer Price Index increase: 3.5 percent (where applicable).

CONTRIBUTION RATES AND UNFUNDED LIABILITIES—RETIREMENT SYSTEMS
(Dollars in Millions)

	PRS [3]		TRS		SERS[3]		LEOFF		WSP	System Totals
Most Recent Valuation Date: September 30, 2003										
Contribution Rates	(1)	(2)	(1)	(2)	(1)	(2)	(1)	(2)		
State	5.73%	5.73%	6.74%	6.74%	NA	7.56%	0.00%	2.88%	4.51%	
Employee	6.00%	3.38%	6.00%	2.48%	NA	3.51%	0.00%	7.20%	4.51%	
Employer (Other than State)	5.73%	5.73%	6.74%	6.74%	NA	7.56%	0.00%	4.32%	NA	
Unfunded Actuarial Present Value of Fully Projected Benefits	$ 3,407		$ 2,952		$ 314		$ 1,181		$ 63	$ 7,917
Unfunded Actuarial Present Value of Credited Projected Benefits	$ (520)		$ (276)		$ (225)		$ (1,068)		$ (124)	$ (2,213)
Funding Ratio (Assets/Actuarial Present Value of Credited Projected Benefits)	105%		102%		138%		116%		123%	107%
Unfunded Actuarial Accrued Liability (Entry Age Cost Method)	$ 1,389		$ 1,416		NA		$ (462)		NA	$ 2,343
Contribution Rate [4] to Fund Unfunded Actuarial Accrued Liability (Entry Age Cost Method)	2.10%		2.80%		2.10%		NA		NA	
Remaining Funding Period for Unfunded Actuarial Accrued Liability (Entry Age Cost Method)	June 30, 2024		June 30, 2024		June 30, 2024		NA		NA	

(1) Contribution rate for members entering system before October 1, 1977 (Plan 1).

(2) Contribution rate for members entering system after October 1, 1977 (applies to Plan 2 members, not Plan 3 members).

(3) The Public Employees Retirement System and School Employees Retirement System cover employees of the state and its political subdivisions as provided by statute. The figures shown above for Unfunded Actuarial Present Value of Fully Projected Benefits, Unfunded Actuarial Present Value of Credited Projected Benefits, and Unfunded Actuarial Accrued Liability represent the state's portion only, approximately 53 percent for PERS and SERS. The contribution rate in respect of the Unfunded Actuarial Accrued Liability is paid by all employers, and all these contributions go into the Public Employees Retirement System Plan 1, which covers both public and school employees.

(4) Contribution rates are effective July 1, 2005 (September 1, 2005, for the Teachers Retirement System and the School Employees Retirement System).

Source: Office of State Actuary

STATE CONTRIBUTIONS TO RETIREMENT SYSTEMS
(Dollars in Thousands)

Fiscal Year Ending June 30	PERS [1]	TERS [2]	SERS [2]	LEOFF [2]	Volunteer Firefighters [2][3]	WSP [4]	Judicial [1][2]
2000	$146,700	$258,300	NA	$ 17,100	$ 2,700	$ 0	$ 7,300
2001	152,200	210,900	10,600	20,900	3,300	0	7,300
2002	61,600	105,800	6,000	15,600	3,300	0	6,300
2003	47,300	38,600	6,200	10,300	3,300	0	6,200
2004	45,900	41,300	9,100	12,300	3,300	0	6,200

(1) State Agency Appropriations. Contributions commingled in each agency's operations budget.
(2) General Fund-State transfers.
(3) Nonappropriated: volunteer firefighters receive 40 percent of state tax on fire insurance premiums.
(4) Prior to the 2000 valuation, school employees were members of PERS 2.

Source: Office of State Actuary

ECONOMIC INFORMATION

This section provides certain information concerning the economic condition of the state. The demographic information and statistical data which are provided do not necessarily present all factors which may have a bearing on the state's fiscal and economic affairs.

Overview

Population. The 2000 U.S. census count of the state's population was 5,894,121, or 21.1 percent more than the 4,866,700 counted in 1990.

The Seattle-Bellevue-Everett Primary Metropolitan Statistical Area (the "Seattle PMSA") is the biggest single component of the state's economy, with a population of 2,414,616 in 2000, up 18.8 percent since 1990. King County and the adjacent counties to the north, Snohomish and Island Counties, comprise the Seattle PMSA, which is the fourth largest metropolitan center on the Pacific Coast. The city of Seattle, located in northwestern Washington, is the largest city in the Pacific Northwest and serves as the King County seat. The population trends of King County and the Seattle PMSA show continued growth at a higher rate than Seattle's, reflecting the stable economy of the area and the greater availability of residential construction sites outside Seattle.

In the eastern half of the state, population in the Spokane area grew to 417,939 in 2000, an increase of 15.7 percent over 1990, and the Yakima area's population increased to 222,581, growing by 17.9 percent since 1990.

Infrastructure. The state is the home of two full-facility sea ports, located in Seattle and Tacoma, and the Seattle-Tacoma International Airport ("Sea-Tac"). The state also is served by the federal interstate highway system and Union Pacific and Burlington Northern-Santa Fe railroads, as well as Amtrak passenger lines.

Human Resources. The concentration of technical, engineering, managerial, scientific, and other professional skills within the state's work force is due in part to the state's state-supported higher education system, which consists of two major universities, four regional universities and a system of community colleges. In addition, the state has 18 private colleges.

Economic Base. The economic base of the state includes manufacturing and service industries as well as agricultural and timber production. Industry sectors exhibiting growth include transportation, communication and utilities employment; finance, insurance and real estate; and services. Boeing, the state's largest private employer, is preeminent in aircraft manufacture and exerts a significant impact on overall state production, employment and labor earnings. The state ranks fourth among 12 leading states in the percentage of its work force employed in technology-related industries and ranks third among the largest software development centers. The state is the home of approximately 1,000 advanced technology firms, including Microsoft Corporation. The state's leading export industries are aerospace, forest products, agriculture, and food processing.

Population Characteristics

COMPONENTS OF POPULATION CHANGE
STATE OF WASHINGTON
1993-2003
(Population Numbers in Thousands)

		Population Change		Components of Change From Previous Period						
				Births		Deaths		Natural	Net Migration	
April 1	Population	Number	%	Number	% (1)	Number	% (1)	Increase	Number	% (1)
1993	5,265.7	124.5	2.4	79.1	15.2	39.4	7.6	39.7	84.8	16.3
1994	5,364.3	98.6	1.9	78.2	14.7	39.5	7.4	38.7	60.0	11.3
1995	5,470.1	105.8	2.0	77.5	14.3	40.0	7.4	37.5	68.3	12.6
1996	5,567.8	97.7	1.8	77.0	13.9	41.2	7.5	35.9	61.8	11.2
1997	5,663.8	96.0	1.7	78.0	13.9	42.6	7.6	35.4	60.6	10.8
1998	5,750.0	86.3	1.5	78.8	13.8	41.6	7.3	37.3	49.0	8.6
1999	5,830.8	80.8	1.4	79.8	13.8	43.1	7.5	36.6	44.2	7.6
2000	5,894.1	63.3	1.1	79.9	13.6	43.7	7.5	36.1	27.2	4.6
2001	5,974.9	80.8	1.4	80.7	13.6	43.9	7.4	36.8	44.0	7.4
2002(2)	6,041.7	66.8	1.1	79.2	13.2	44.8	7.5	34.4	32.4	5.4
2003(2)`	6,098.3	56.6	0.9	82.0	13.5	46.2	7.6	35.8	20.8	3.4

(1) Rates are per 1,000 midpoint population and are computed on unrounded numbers.
(2) Estimates.

Source: Office of Financial Management, available at www.ofm.wa.gov/databook/contents.htm#population

DISTRIBUTION OF POPULATION BY AGE
(Population Numbers in Thousands)

	Washington State				United States			
Age	1990 Number	% of Total	2000 Number	% of Total	1990 Number	% of Total	2000 Number	% of Total
Under 5	374	7.7	394	6.7	18,354	7.4	19,176	6.8
5 to 19	1,031	21.2	1,289	21.9	52,967	21.3	61,298	21.8
20 to 24	353	7.2	390	6.6	19,020	7.6	18,964	6.7
25 to 34	856	17.6	841	14.3	43,176	17.4	39,892	14.2
35 to 44	801	16.5	975	16.5	37,579	15.1	45,149	16.0
45 to 54	500	10.3	846	14.4	25,223	10.1	37,678	13.4
55 to 64	381	7.8	497	8.4	21,148	8.5	24,274	8.6
65 and over	571	11.7	662	11.2	31,242	12.6	34,992	12.4

Source: Office of Financial Management, available at www.ofm.wa.gov/databook/contents.htm#population, and the U.S. Bureau of Census, available at www.census.gov/statab/www/

Income Characteristics

The following table provides a comparison of personal income for the state and the nation for the last ten years.

PERSONAL INCOME COMPARISON
WASHINGTON AND U.S.
1998-2005
(Dollars in Billions)

	Current Dollars[1]				2000 Chained Dollars[2]			
	Washington		United States		Washington		United States	
Year	Amount	Percent[4]	Amount	Percent[4]	Amount	Percent[4]	Amount	Percent[4]
1997	150.1	7.5%	6,915.1	6.1%	157.8	5.7%	7,269.9	4.3%
1998	163.8	9.1	7,423.0	7.3	170.6	8.1	7,734.4	6.4
1999	175.5	7.2	7,802.4	5.1	179.9	5.4	7,997.1	3.4
2000	187.9	7.0	8,429.7	8.0	187.9	4.4	8,430.1	5.4
2001	193.5	3.0	8,724.1	3.5	189.5	0.9	8,545.4	1.4
2002	198.4	2.5	8,878.9	1.8	191.6	1.1	8,575.1	0.3
2003	203.9	2.8	9,161.8	3.2	193.2	0.9	8,683.6	1.3
2004	218.3	7.1	9,673.0	5.6	202.5	4.8	8,971.4	3.3
2005[3]	223.9	2.5	10,215.8	5.6	202.9	0.2	9,257.8	3.2
2006[3]	238.9	6.7	10,800.8	5.7	212.2	4.6	9,591.8	3.6

(1) Current dollars: the actual price of something when it was bought, not adjusted for cost of living index (commonly called inflation).
(2) Chained dollars: created from the geometric mean of two growth calculations; allows for a comparison of data in a time series to accurately indicate growth or decline in indicators.
(3) Revenue forecast as of June 2005.
(4) Percent change; annual rate.

Source: Washington State Office of the Forecast Council and U.S. Department of Commerce, Bureau of Economic Analysis

Employment Characteristics

AVERAGE ANNUAL EMPLOYMENT[1]
RESIDENT CIVILIAN LABOR FORCE AND EMPLOYMENT IN WASHINGTON STATE
(Employment Numbers in Thousands)

	2000	2001	2002	2003	2004
Resident Civilian Labor Force	3,051.1	3,050.5	3,109.4	3,160.3	3,233.6
Unemployment	152.0	189.1	228.0	233.5	201.3
Unemployment Rate[2]	5.0%	%6.2	7.3%	7.4%	6.2%
Total Employment	2,899.2	2,861.4	2,881.4	2,926.8	3,032.3
Nonagricultural Wage and Salary Workers Employed in Washington					
Nonfarm Employment	2,711.6	2,697.4	2,654.0	2,657.8	2,702.2
Durable Manufacturing Employment	236.5	225.0	199.3	183.8	182.2
Aerospace Employment	86.2	87.3	75.7	65.3	61.4
Computer Employment	34.4	32.4	26.2	23.4	22.1
Nondurable Manufacturing Employment	95.4	91.1	85.7	83.3	81.3
Natural Employment	10.0	9.8	9.4	8.6	9.2
Construction Employment	160.6	158.8	154.2	156.2	164.3
Trade, Transportation, Communication, and Utilities Employment	531.9	523.8	509.3	509.8	519.4
Information Employment	97.6	99.0	93.6	92.3	92.5
Software Employment	32.2	35.9	36.1	37.3	39.2
Financial Employment	142.3	145.2	146.2	151.9	152.1
Professional Employment	303.8	296.9	290.2	290.5	302.4
Education Employment	291.9	298.3	306.8	312.8	319.4
Leisure Employment	251.7	247.1	245.4	249.0	255.5
Other Service Employment	106.2	96.9	97.8	98.9	100.3
Government Employment	483.4	505.4	516.2	520.7	523.8

(1) Averages of monthly data.

(2) Unemployment rate as of March 2005 equals 5.2%.

Source: Washington State Office of the Forecast Council

COMPARISON OF EMPLOYMENT TRENDS BY INDUSTRY SECTOR (%) [1]

	State		United States	
	1994	**2004**	**1994**	**2004**
Manufacturing				
Nondurable Manufacturing				
Food and Kindred	1.7	1.3	1.3	1.1
Pulp and Paper	0.7	0.5	0.6	0.4
Other	1.8	1.3	4.1	2.6
Subtotal	4.1	3.0	6.0	4.1
Durable Manufacturing				
Lumber and Wood	1.0	0.7	0.5	0.4
Primary Metals	0.5	0.2	0.6	0.4
Fabricated Metals	0.7	0.6	1.4	1.1
Machinery	0.5	0.5	1.2	0.9
Computers	1.1	0.8	1.4	1.0
Transportation Equipment	4.4	2.7	1.7	1.3
Other	1.2	1.2	2.1	1.7
Subtotal	9.4	6.7	8.9	6.8
Total Manufacturing	13.5	9.8	14.9	10.9
Nonmanufacturing				
Natural Products	0.4	0.3	0.6	0.4
Construction	5.3	6.1	4.5	5.3
Trade, Transportation, Communication, Utilities	19.7	19.2	20.2	19.4
Information Services	2.6	3.4	2.4	2.4
Financial Services	5.4	5.6	6.0	6.1
Professional	10.0	11.2	10.6	12.5
Education	10.7	11.8	11.2	12.9
Leisure	9.3	9.5	8.8	9.5
Other Services	4.1	3.7	3.9	4.1
Government	19.0	19.4	16.9	16.4
Total Nonmanufacturing	86.5	90.2	85.1	89.1
Total[2]	100.0	100.0	100.0	100.0

(1) Figures are calculated as a percentage of total wage and salary employment.
(2) Numbers may not add due to rounding.

Source: Washington State Office of the Forecast Council

ANNUAL AVERAGE CIVILIAN LABOR FORCE, UNEMPLOYMENT AND UNEMPLOYMENT RATES FOR WASHINGTON AND THE UNITED STATES

1999-2006

(Employment Numbers in Thousands)

	Civilian Labor Force		Number of Unemployed		Unemployment Rate		Wash. Unemployment as Percent of U.S.
Year	**Wash.**	**U.S.**	**Wash.**	**U.S.**	**Wash.(%)**	**U.S.(%)**	**Rate(%)**
1999	3,066	141,012	149	7,511	4.8	4.2	114.9
2000	3,051	142,610	152	5,710	5.0	4.0	125.6
2001	3,050	143,925	189	6,985	6.2	4.8	130.5
2002	3,109	145,125	228	8,643	7.3	5.8	126.8
2003	3,160	146,509	233	8,775	7.4	6.0	123.3
2004	3,234	147,390	201	8,143	6.2	5.5	112.7
2005*	3,289	148,901	185	7,706	5.6	5.2	108.6
2006*	3,362	151,005	195	7,834	5.8	5.2	112.0

* The 2005 and 2006 figures are based on the June 2005 forecast.

Source: Washington State Office of the Forecast Council and the U.S. Dept. of Labor, Bureau of Labor Statistics

Companies. The following two tables provide information on the top companies headquartered in the state, ranked by revenues. The Boeing Company, headquartered in Chicago, Illinois, is the largest employer in the state, with revenues in 2004 of $52.5 million.

WASHINGTON'S TWENTY-FIVE LARGEST PUBLIC COMPANIES, RANKED BY 2003 REVENUES
(in Millions)

		Revenues			Revenues
1.	Costco Wholesale Corp.	$ 42,546	14.	Potlatch Corp.	$ 1,507
2.	Microsoft Corp.	32,187	15.	Western Wireless Corp.	1,501
3.	Weyerhaeuser	19,873	16.	Plum Creek Timber Co. Inc.	1,196
4.	Washington Mutual	18,013	17.	Avista Corp.	1,123
5.	AT&T Wireless Services	16,695	18.	Unova Inc.	1,123
6.	Paccar Inc.	8,195	19.	Nextel Partners Inc.	1,123
7.	Safeco Corp.	7,358	20.	Labor Ready Inc.	1,019
8.	Nordstrom Inc.	5,975	21.	Longview Fibre Co.	891
9.	Amazon.com Inc.	5,264	22.	Esterline Technology Corp.	773
10.	Starbucks Coffee Co.	4,076	23.	Getty Images Inc.	563
11.	Expeditors International Inc.	2,625	24.	The Nautilus Group Inc.	523
12.	Puget Sound Energy	2,492	25.	Washington Federal Savings	499
13.	Alaska Air Group Inc.	2,445			465

Source: Puget Sound Business Journal 2005 Book of Lists

WASHINGTON COMPANIES IN FORTUNE 500 IN 2004
(Dollars in Millions)

	Company	Rank	Revenues	Headquarters/Location
1.	Costco Wholesale	29	$ 42,546	Issaquah
2.	Microsoft Corp.	46	32,187	Redmond
3.	Weyerhaeuser Co.	95	19,873	Federal Way
4.	Washington Mutual Inc.	103	18,629	Seattle
5.	AT&T Wireless	120	16,695	Redmond
6.	Paccar	250	8,195	Bellevue
7.	Safeco Corp.	267	7,358	Seattle
8.	Nordstrom Inc.	286	6,492	Seattle
9.	Amazon.com	342	5,264	Seattle
10.	Starbucks	425	4,076	Seattle
11.	Expeditors International	582	2,625	Seattle
12.	Puget Energy	598	2,492	Bellevue
13.	Alaska Air Group	611	2,445	Seattle
14.	Potlatch	855	1,507	Spokane
15.	Western Wireless	858	1,501	Bellevue
16.	Plum Creek Timber	992	1,196	Seattle

Source: Fortune Magazine Fortune 500, February 2005

Annual Retail Sales Activity

The state is home to a number of specialty retail companies that have reached national stature, including Nordstrom, Eddie Bauer, Costco, and Recreational Equipment Inc. The following table provides a history of retail sales activity in the state.

FISCAL YEAR RETAIL SALES ACTIVITY 1996-2003
(Dollars in Billions)

Fiscal Year	Washington	% Change	United States	% Change
1996	62.8	1.5	2,577.6	5.3%
1997	66.7	6.2	2,715.3	5.3
1998	72.1	8.1	2,845.7	4.8
1999	77.2	7.1	3,026.3	6.3
2000	83.4	8.0	3,291.5	8.8
2001	85.6	2.7	3,418.3	3.9
2002	84.4	(1.4)	3,520.8	3.0
2003	86.2	2.1	3,660.5	4.0

Source: Washington State Office of the Forecast Council and the U.S. Department of Commerce

Trade

One in six jobs in the state is related to international trade. The state, particularly the Puget Sound corridor, is a trade center for the Northwest and the state of Alaska. During the past 20 years, the state consistently has ranked number one or number two in the nation in international exports per capita.

Ports. The Ports of Seattle and Tacoma serve as one of the three major gateways for marine commerce into the United States from the Pacific Rim, and each rank among the top 20 ports in the world based upon volume of containerized cargo shipped. The ten largest shipping lines in the world call at these ports, and on a combined basis, these ports rank as the second-largest load center for the shipment of containerized cargo in the United States.

Approximately 70 percent of the cargo passing through the Ports of Seattle and Tacoma has an ultimate destination outside of the Pacific Northwest. Therefore, trade levels depend largely on national and world economic conditions, rather than local economic conditions.

Airport. The city of Seattle is the commercial center for the state and is near a major international airport, Sea-Tac, which has scheduled passenger service by 15 major/national, three regional/commuter and ten foreign flag carriers. In addition, 16 all-cargo carriers have scheduled cargo service at Sea-Tac. Sea-Tac is the 23rd busiest airport in the nation for aircraft operations and the 20th busiest cargo airport.

Manufacturing

The state's manufacturing base includes aircraft manufacture, with the aerospace industry currently representing approximately eight percent of all taxable business income generated in the state. Boeing remains the largest employer in the Puget Sound area, although total employment within the company dropped from 238,600 to 160,600 and employment within the State dropped from 103,420 to 57,000 between February 1998 and June 2003. In September 2001, the company relocated its corporate headquarters to Chicago, Illinois, a move that affected approximately one-half of the 1,000 people who worked in the Seattle location.

The following table shows the record of sales and earnings reported by Boeing for the last five years:

BOEING SALES AND EARNINGS

Year	Sales (Billions) [(1)]	Earnings (Millions)
2000	$ 51.3	$ 2,128
2001	58.2	2,827
2002	53.8	492[(2)]
2003	50.3	718[(3)]
2004	52.5	1,872

(1) Includes firm orders; excludes options, orders without signed contracts, and orders from firms that have filed for bankruptcy.

(2) Restated to show cumulative effect of accounting change.

(3) Decrease in total earnings in 2003 due primarily to decreases in commercial airplanes and launch and orbital systems divisions earnings.

Source: The Boeing Company

While Boeing has dominated manufacturing employment, other manufacturers also have experienced growth, thus reducing Boeing's percentage of total manufacturing jobs in the state.

Technology-Related Industries

The most significant growth in manufacturing jobs, exclusive of aerospace, has occurred in high technology-based companies. The state ranks fourth among all states in the percentage of its work force employed in technology-related industries and ranks third among the largest software development centers. The state is the home of approximately 1,000 advanced technology firms; nearly 50 percent of these firms are computer-related businesses. Microsoft, which is headquartered in Redmond, Washington, is the largest microcomputer software company in the world. Microsoft's fiscal year 2004 revenues were $36.8 billion, compared to $32.2 billion in fiscal year 2003.

Services/Tourism

As the business, legal and financial center of the state, Seattle ranks ninth in the country in the number of downtown hotel rooms (7,600 rooms in 50 hotels and motels). The Washington State Convention and Trade Center opened in June 1988, with the capacity for events involving as many as 11,000 people. An expansion

of the Convention and Trade Center that doubled the exhibition space and added a private office tower, hotel and museum was completed in 2001.

Timber

Natural forests cover more than 40 percent of the state's land area. Forest products rank second behind aerospace in value of total production. The Weyerhaeuser Company is the state's largest forest products employer.

A continued decline in overall production during the next few years is expected due to federally imposed limitations on the harvest of old-growth timber and the inability to maintain the recent record levels of production increases. The decline is not expected to have a significant effect on the state's overall economic performance.

Agriculture and Food Processing

Agriculture, combined with food processing, is an important state industry. The state's major products—wheat, apples, milk, and cattle—comprise more than half of total production. The values and uses of farmland in the state are expected to change in the future, with the listing of local salmon runs as endangered by the U.S. Environmental Protection Agency.

Construction

The following table provides information on housing units for the state and the United States.

HOUSING UNITS AUTHORIZED IN WASHINGTON AND THE UNITED STATES
1999-2006

Calendar Year	Washington	United States (1)
1999	42,752	1,647,250
2000	39,021	1,573,333
2001	38,345	1,601,167
2002	40,200	1,710,250
2003	42,825	1,852,500
2004	50,089	1,951,833
2005(2)	48,268	2,068,669
2006(2)	46,812	1,835,291

(1) Actual housing starts prior to current year.
(2) 2005 and 2006 figures are based on the June 2005 forecast.

Source: Washington State Office of the Forecast Council and the Department of Commerce

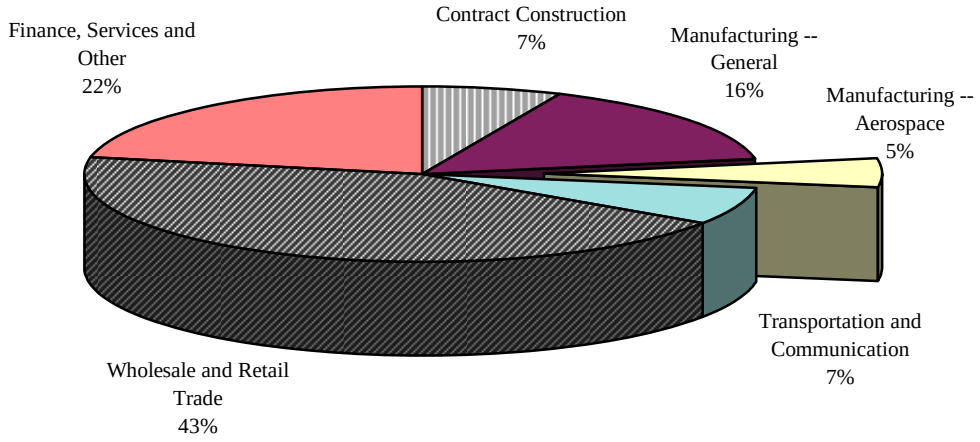
Federal, State and Local Government

On a combined basis, employment in the government sector represents approximately 18.7 percent of all wage and salary employment in the state. Seattle is the regional headquarters of a number of federal government agencies, and the state receives an above-average share of defense expenditures.

Summary

The following diagram provides an overall description of business income by industry sector for 2004.

Gross Business Income by Industry Sector 2004



Source: Department of Revenue, "Quarterly Business Review Calendar Year 2004", Table 1.

APPENDIX B

DEFINITIONS AND SUMMARY OF CERTAIN LEGAL DOCUMENTS

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DEFINITIONS AND SUMMARY OF CERTAIN LEGAL DOCUMENTS

The following is a summary of certain provisions of the Master Financing Agreements, Trust Agreement, Site Leases, Master Assignments, and Agency Financing Agreements, including certain defined terms used within this Official Statement. Reference is directed to each of such documents for the complete text thereof. Copies of such documents are available from the Office of the State Treasurer.

CERTAIN DEFINITIONS

The following are definitions of certain terms used in this Appendix B and elsewhere in the Official Statement.

Acquisition Costs means all costs incurred by or on behalf of the Corporation, or by the State or any Agency, as agent of the Corporation, on, prior to or after the effective date of the Master Financing Contract in connection with the acquisition of the Property thereunder, and shall include, but not be limited to,

(i) the cost of such Property (including, but not limited to, charges for installation, delivery, preparation, testing, and similar charges);

(ii) the expenses of the Corporation, the State Treasurer and any Agency in connection with the acquisition of the Property, including but not limited to the Costs of Issuance;

(iii) any taxes, assessments and other charges, if any, payable in connection with the acquisition of the Property; and

(iv) any amounts required to reimburse the Corporation, the State Treasurer or any Agency for advances or payments made prior to the effective date of the Master Financing Contract for any of the above costs.

Acquisition Fund means the "State of Washington Certificates of Participation, Series 2005F Acquisition Fund" established by the State Treasurer pursuant to the Trust Agreement and the Master Financing Contract.

Act means Chapter 365 of the Laws of Washington, 1989, codified as Chapter 39.94 RCW, as supplemented and amended.

Additional Costs means all costs, expenses, insurance premiums, Impositions and other payments, including Administrative Fees and Expenses, that are the obligations of the State Treasurer or the Agency pursuant to the terms of the Master Financing Contract or the Agency Financing Contract, as the case may be.

Additional Rent means all costs, expenses, insurance premiums, Impositions and other payments, including Administrative Fees and Expenses, that are the obligations of the State Treasurer or the Agency pursuant to the terms of the Master Financing Lease or each Financing Lease, as the case may be.

Administrative Fees and Expenses means all application, commitment, financing or similar fees charged, or administrative or other expenses incurred, with respect to the administration and maintenance of the Certificates and the Series 2005F Agreements.

Agency means a State Agency or Local Agency.

Agency Event of Default has the meaning given such term in the related Agency Financing Agreement, as described in this Appendix B under the captions "Agency Financing Contract—Agency Event of Default" and "Financing Lease—Agency Event of Default."

Agency Financing Agreement means each Financing Lease and Agency Financing Contract.

Agency Financing Contract means the Local Agency Financing Contract or the State Agency Financing Addendum.

Agency Installment Payment Dates means each December 1 and June 1, as specified in the Agency Financing Contract, on which an Agency Installment Payment is due.

Agency Installment Payment Fund means the fund maintained by the State Treasurer pursuant to the Master Financing Contract.

Agency Installment Payments means the installment payments to be made by each Agency as set forth in each Agency Financing Contract.

Agency Interest Component means that portion of each Agency Payment denominated as and comprising interest as set forth in each Agency Financing Agreement.

Agency Payment means each Agency Rent Payment and Agency Installment Payment.

Agency Principal Component means that portion of each Agency Payment denominated as and comprising principal as set forth in each Agency Financing Agreement.

Agency Rent Payment Dates means each December 1 and June 1, as specified in each Financing Lease, on which an Agency Rent Payment is due.

Agency Rent Payment Fund means the fund of that name maintained by the State Treasurer pursuant to the Master Financing Lease.

Agency Rent Payments means the rent payments to be made by each Agency as set forth in the related Agency Financing Lease.

Authorized Agency Representative means the natural person (i) designated on the certificate of the each Agency in the form set forth in the related Agency Financing Agreement and includes any other officer appointed by the chief administrative official of such Agency and (b) whose signature is on file with the Fiscal Agent and the Treasurer Representative.

Authorized Corporation Representative means the President from time to time of the Corporation, unless such President shall have designated another officer of the Corporation, in which case "Authorized Corporation Representative" shall mean such other officer.

Authorized Denomination means $5,000 and any integral multiple thereof.

Base Rent Payment means a rent payment to be made by the State Treasurer as set forth in the Master Financing Lease.

Base Rent Payment Date means each January 1 and July 1, as specified in the Trust Agreement, on which a Base Rent Payment evidenced and represented by the Certificates is due.

Beneficial Owner means any Person that has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates (including Persons holding Certificates through nominees, depositories or other intermediaries).

Biennium means the fiscal period of the State.

Business Day means any day other than (i) a Saturday, (ii) a Sunday, (iii) a day on which banking institutions located in the state of Washington are authorized or required by law to remain closed, or (iv) a day on which the Principal Office of the Fiscal Agent or the New York Stock Exchange is closed.

Certificate Counsel means a firm of attorneys appointed by the State Treasurer of recognized national standing in the field of law relating to the issuance of certificates of participation, bonds and other obligations by states and their political subdivisions, and the exclusion of interest thereon from gross income for federal income tax purposes.

Certificate Fund means the "State of Washington Certificates of Participation, Series 2005F Certificate Fund" established pursuant to the Trust Agreement.

Certificate of the State Treasurer, ***Written Request of the State Treasurer*** and ***Written Order of the State Treasurer*** each mean an instrument in writing signed by a Treasurer Representative.

Certificate Register means the records for the registration of the Certificates maintained by the Fiscal Agent.

Certificates means the certificates of participation in the State Payments executed and delivered by the Fiscal Agent pursuant to the Trust Agreement in the Initial Principal Amount and designated as the "State of Washington Certificates of Participation, Series 2005F."

Closing Date means the date on which the Certificates are delivered to the Underwriter in exchange for payment therefor.

Code means the Internal Revenue Code of 1986, as amended, together with all regulations promulgated by the United States Department of the Treasury thereunder.

Corporation means the Washington Finance Officers Association or any other Washington nonprofit corporation selected by the State Treasurer's Office from time to time, and any successors and permitted assigns thereof, including without limitation the Fiscal Agent as assignee pursuant to the Master Assignment.

Costs of Issuance means administrative expenses, legal, accounting, financial and printing expenses, and all other expenses incurred in connection with the preparation, execution and delivery of the Series 2004E Agreements and the Certificates.

Dated Date means the date of initial delivery, expected to be December 15, 2005.

Disclosure Agreement means an agreement for ongoing disclosure in compliance with the Rule, dated as of the Dated Date, executed and delivered by the Treasurer Representative and/or by the Authorized Agency Representative with respect to the Certificates.

DTC means The Depository Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Certificates, or any successor or substitute depository for the Certificates.

Event of Default means an Event of Default as set forth in the Master Financing Agreements as described in this Appendix B under the captions "Master Financing Contract–Events of Default" and "Master Financing Lease—Events of Default."

Executive Order, for purposes of the Master Financing Agreement, means an order issued by the Governor of the State pursuant to sections 43.88.050 and 43.88.110 RCW, as amended or re-enacted.

Financing Lease means each Local Agency Financing Lease.

Fiscal Agent means The Bank of New York, a banking corporation duly organized and existing under and by virtue of the laws of the State of New York, and its successors and assigns, or any other bank or trust company which may at any time be substituted in its place pursuant to the Trust Agreement.

Fitch means Fitch IBCA, Inc., and its successors and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency (other than Moody's and S&P) designated by the Treasurer Representative with the consent of the Fiscal Agent.

Government Obligations means obligations described in paragraph (i) of the definition of Qualified Investments below.

Impositions means all federal, State and local real and personal property taxes and assessments (including assessments for public improvements), license and permit fees, charges for public utilities, leasehold excise taxes, other excise taxes, levies, use and occupancy taxes, privilege taxes, business and occupation taxes and all other governmental impositions and charges of every kind and nature, general and special, ordinary and extraordinary, foreseen and unforeseen, which are imposed, levied upon or assessed against or which arise with respect to the applicable Property (or any portion thereof), any State Payments, Agency Payments, Prepaid Site Lease Rent or Additional Rent, Additional Costs or other sums payable under the Master Financing Agreements, the Agency Financing Agreements or the Site Leases, the leasehold estate created by the applicable Site Leases, the Master Financing Lease or the applicable Local Agency Financing Leases, or the operation, use or possession of the applicable Property, and all income, gross receipts or similar taxes imposed, levied upon, assessed against, or measured by any Agency Payments, State Payments, Prepaid Site Lease Rent, Additional Rent, Additional Costs, or other sums payable under the applicable Site Leases, the Master Financing Agreements or the applicable Agency Financing Agreements, and all sales, value added, *ad valorem*, use and similar taxes levied, assessed or payable on account of the leasing, use, possession, control, or operation of the Property, and all charges, fees and assessments for utilities, communications and similar services provided to the Property.

Information Services means Financial Information, Inc.'s "Daily Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services' "Called Bond Service," 55 Broad Street, 28th Floor, New York, New York 10004; Moody's "Municipal and Government," 99 Church Street, 8th Floor, New York, New York 10007, Attention: Municipal News Reports; and Standard and Poor's "Called Bond Record," 25 Broadway, 3rd Floor, New York, New York 10004; or, in accordance with then-current guidelines of the SEC, such other addresses and/or such other services providing information with respect to called bonds, as the State Treasurer may designate in a Certificate of the State Treasurer delivered to the Fiscal Agent.

Initial Principal Amount means the aggregate initial Principal Components evidenced and represented by the applicable Certificates as set forth in the Trust Agreement.

Installment Payment Date means each January 1 and July 1, as specified in the Trust Agreement, on which an Installment Payment evidenced and represented by the Certificates is due.

Installment Payments means the installment payments to be made by the State as set forth in the Master Financing Contract.

Interest Account means the account by that name established pursuant to the Trust Agreement.

Interest Component means that portion of each State Payment denominated as and comprising interest as set forth in the Master Financing Agreement.

Interest Payment Date means each January 1 and July 1 on which an Interest Component is due as set forth in the Master Financing Agreement.

LGIP means the Local Government Investment Pool administered by the Office of the State Treasurer.

Letter of Representation means the blanket issuer letter of representations from the State Treasurer to DTC.

Local Agency means any "other agency" as that term is now or thereafter defined in the Act.

Local Agency Financing Contract means each of the Local Agency Financing Contracts, dated as of the Dated Date, by and between the State, acting by and through the State Treasurer, and the respective Local Agency**.**

Local Agency Financing Lease means each Local Agency Financing Lease, dated as of the Dated Date, by and between the State, acting by and through the State Treasurer, and the respective Local Agency.

Master Assignment means each Master Assignment, dated as of the Dated Date, executed and delivered in connection with the Certificates.

Master Financing Agreement means the Master Financing Contract and the Master Financing Lease.

Master Financing Contract means the Master Financing Contract, dated as of the Dated Date, by and between the Corporation and the State, acting by and through the State Treasurer, as supplemented and amended.

Master Financing Lease means the Master Financing Lease, dated as of the Dated Date, by and between the Corporation and the State, acting by and through the State Treasurer, as supplemented and amended.

Moody's means Moody's Investors Service, and its successors and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency (other than Fitch and S&P) designated by the Treasurer Representative with the consent of the Fiscal Agent.

MSRB means the Municipal Securities Rulemaking Board or any successor to its functions.

Notice of Intent means the Notice of Intent in the form attached to each Agency Financing Contract and Financing Lease.

NRMSIR means a nationally recognized municipal securities information repository as designated by the SEC.

OFM means the State Office of Financial Management established in the Office of the Governor of the State pursuant to Chapter 43.41 RCW, or any successor to the functions of the OFM, charged with responsibility of submitting budgets to the State Legislature.

Opinion of Counsel means a written opinion of Certificate Counsel satisfactory to the State Treasurer and the Fiscal Agent.

Outstanding means all Certificates executed and delivered pursuant to the Trust Agreement, except:

(i) Certificates theretofore canceled by the Fiscal Agent, or delivered to the Fiscal Agent for cancellation;

(ii) Certificates for which the payment or prepayment of the State Payments evidenced and represented thereby has been made or duly provided for pursuant to the Master Financing Agreement and the Trust Agreement; and

(iii) Certificates in lieu of or in substitution for which other Certificates have been executed and delivered pursuant to the Trust Agreement.

Owner means the registered owner of a Certificate as set forth on the Certificate Register.

Parties means, as the context requires, the State, the Corporation, each Agency, and/or the Fiscal Agent.

Paying Agent means any paying agent for the Certificates appointed pursuant to the Trust Agreement.

Permitted Encumbrances means, as of any particular time:

(i) Liens for general *ad valorem* taxes and assessments, if any, that are not then delinquent;

(ii) The Site Leases;

(iii) The Master Financing Lease;

(iv) The Master Assignment;

(v) The Financing Leases;

(vi) Any right or claim of any mechanic, laborer, materialmen, supplier or vendor filed or perfected in the manner provided by law;

(vii) Easements, rights of way, mineral rights, drilling rights, and other rights, reservations, covenants, conditions or restrictions which (a) exist of record as of the Dated Date and which the respective Agency certifies in writing will not materially impair the use of the Property by such Agency, and (b) arise thereafter and to which the State Treasurer and the Corporation consent in writing; and

(viii) Exceptions shown on the respective title insurance policies issued with respect to the Property as of the date of execution and delivery of the Certificates.

Permitted Termination Date means with respect to a Permitted Termination Event occurring as a result of an election by the State Legislature not to appropriate, the end of the last Biennium for which funding has been provided; or, with respect to a Permitted Termination Event occurring as a result of an Executive Order reduction in funding, the end of the last month for which funding is available to pay Agency Payments due from State Agencies.

Permitted Termination Event means, with respect to a State Agency:

(i) (a) sufficient funds have not been appropriated within any biennial budget for the purpose of paying Agency Rent Payments in the next occurring Biennium or,

(b) the Governor of the State has issued an Executive Order mandating an emergency reduction in State funding; and

(ii) the Treasurer Representative has delivered written notice to the Fiscal Agent, within five (5) Business Days following the enactment of such budget or within thirty (30) days following such an emergency reduction in State funding, as the case may be, describing the election not to appropriate the necessary funds or the insufficiency of funds as a result of an emergency reduction in funding and stating the Permitted Termination Date.

Person or ***persons*** means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

Personal Property Certificate means the Personal Property Certificate (in the form set forth as attached to the Local Agency Financing Contract and State Agency Financing Addendum) delivered by the Agency to the State Treasurer with respect to items of Property.

Prepaid Site Lease Rent has the meaning given such term in each Site Lease.

Prepayment Account means the account by that name established pursuant to the Trust Agreement.

Prepayment Date means each date, other than a Principal Payment Date, on which Principal Component evidenced and represented by the Certificates is to be prepaid.

Prepayment Price means the price payable pursuant to each Master Financing Agreement upon any optional or mandatory prepayment of Principal Components evidenced and represented by the Certificates.

Principal Account means the account by that name established pursuant to the Trust Agreement.

Principal Component means that portion of each Base Rent Payment or Installment Payment denominated as and comprising principal as set forth in the Master Financing Agreement.

Principal Office means, with respect to the State Treasurer, the office in Olympia, Washington, designated in writing by the State Treasurer to the Fiscal Agent, and, with respect to the Fiscal Agent, the corporate trust office of the Fiscal Agent located in New York, New York, designated in writing by the Fiscal Agent to the State Treasurer.

Principal Payment Date means each January 1 and July 1 on which a Principal Component is due as set forth in the Master Financing Agreement.

Project means the improvements acquired or constructed on each Site, if any, pursuant to each respective Financing Lease.

Project Costs means all costs incurred by or on behalf of the Corporation, or the State or the Agency, as agent of the Corporation, on, prior to or after the effective date of the Master Financing Lease in connection with the acquisition or construction of the Property or the Project thereunder, as applicable, and shall include, but not be limited to:

(i) the cost of such Property or the Project (including, but not limited to, charges for design, testing and similar charges);

(ii) the expenses of the State Treasurer and the Agency in connection with the acquisition or construction of the Property or the Project, including but not limited to the Costs of Issuance;

(iii) any taxes, assessments and other charges, if any, payable in connection with the acquisition or construction of the Property or the Project; and

(iv) any amounts required to reimburse the State Treasurer or the Agency for advances or payments made prior to the effective date of the Master Financing Lease for any of the above costs.

Project Fund means the "State of Washington Certificates of Participation, Series 2005F Project Fund" established by the State Treasurer pursuant to the Trust Agreement and the Master Financing Lease.

Property means (i) with respect to each Financing Lease, the Site and the Project leased by the State Treasurer to the Agency, and, with respect to the Master Financing Lease, means collectively all of such Property; and (ii) collectively, all personal property the Acquisition Costs of which are being financed or refinanced pursuant to the Master Financing Contract, as set forth in the Master Financing Contract, together with all replacements parts, repairs, additions, attachments and accessories thereof, therefor and thereto, licenses, permits and capitalized maintenance agreements with respect thereto, and any replacements of or substitutes therefor as permitted by the Agency Financing Contracts.

Purchase Price means the aggregate amount of the Principal Components of the Installment Payments with respect to the Property, as set forth in the Master Financing Contract.

Qualified Investments shall include the following:

(i) Any securities (including obligations held or issued in book-entry form on the books of the Department of the Treasury of the United States of America) which constitute direct obligations of, or the timely payment of the principal of and interest on which is unconditionally guaranteed by, the United States of America;

(ii) Federal Home Loan Bank Bonds and Discount Notes; Federal National Mortgage Association Bonds and Discount Notes; Federal Farm Credit Banks Consolidated System-Wide Bonds and Discount Notes; Federal Home Loan Mortgage Corporation Bonds and Discount Notes; Government National Mortgage Association Bonds; Student Loan Marketing Association Bonds and Discount Notes; Small Business Administration Bonds; Export-Import Bank Bonds; Maritime Administration Bonds; and Obligations of any other Government Sponsored Corporation whose obligations are or may become eligible as collateral for advances to member banks as determined by the Board of Governors of the Federal Reserve System;

(iii) Bankers acceptances, which are eligible for purchase by the Federal Reserve System, drawn on and accepted by a commercial bank (which may include the Fiscal Agent) having a combined capital and surplus of not less than $100,000,000, which bank has at the time of investment one of the two highest ratings of a Rating Agency;

(iv) Commercial paper having original maturities of not more than 365 days which has at the time of investment one of the two highest ratings of a Rating Agency, which is issued by a corporation organized and operating in the United States with total assets in excess of $100,000,000;

(v) Bonds of the State and any local government in the State, which bonds have at the time of investment one of the three highest credit ratings of a Rating Agency;

(vi) General obligation bonds of a state other than the State and general obligation bonds of a local government of a state other than the State, which bonds have at the time of investment one of the three highest credit ratings of a Rating Agency;

(vii) Any investments authorized by law for the State Treasurer or any local government of the State;

(viii) Shares of money market funds with portfolios consisting of only U.S. Treasury and agency securities or repurchase agreements, which have at the time of investment one of the three highest ratings of a Rating Agency;

(ix) Any repurchase agreement with any bank or trust company organized under the laws of any state of the United States or any national banking association (including the Fiscal Agent) or government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, which agreement is secured by any one or more of the securities described in clauses (a) or (b) above;

(x) The LGIP; and

(xi) Any other legal investment for funds held by the State Treasurer.

RCW means the Revised Code of Washington, as supplemented and amended.

Rating Agency means Fitch, Moody's or S&P.

Rating Category means the generic rating categories of the Rating Agency, without regard to any refinement or gradation of such rating category by a numerical modifier or otherwise.

Rebate Fund means the "State of Washington Certificates of Participation, Series 2005F Rebate Fund" which may be established pursuant to the Master Financing Agreements.

Rebate Requirement has the meaning given to such term in the Tax Certificate.

Record Date means the 15th day of the month immediately preceding each Interest Payment Date and Principal Payment Date.

Resolution means Resolution No. 987 adopted by the State Finance Committee on October 7, 2003.

Rule means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

S&P means Standard & Poor's Ratings Group, and its successors and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency (other than Fitch and Moody's) designated by the Treasurer Representative with the consent of the Fiscal Agent.

SEC means the Securities and Exchange Commission.

SID means a state information depository for the state of Washington, if any.

Securities Depositories means The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530, Fax-(516) 227-4039 or 4190; Midwest Securities Trust Company, Capital Structures-Call Notification, 440 South LaSalle Street, Chicago, Illinois 60605, Fax-(312) 663-2343; Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103, Attention: Bond Department, Fax-(215) 496-5058; or, in accordance with then-current guidelines

of the SEC, such other addresses and/or such other securities depositories as the State Treasurer may designate in a Certificate of the State Treasurer delivered to the Fiscal Agent.

Series 2005F Agreement means, as the context requires, the Trust Agreement, the Site Leases, the Master Financing Agreements, the Agency Financing Agreements, the Master Assignments or the Disclosure Agreement, and collectively means all such agreements in connection with the Certificates.

Site means the real property legally described in the Site Lease, including the improvements thereon as of the Dated Date.

Site Lease means each Site Lease, dated as of the Dated Date, by and between the Agency and the Corporation for the lease of a parcel or parcels of the Property by the Agency to the Corporation.

State means the State of Washington.

State Agency means any state agency permitted to enter into financing contracts under the Act.

State Agency Financing Addendum means each State Agency Financing Addendum to the Master Financing Contract, dated as of the Dated Date, executed by the Treasurer Representative and the State Agency.

State Finance Committee means the state finance committee as constituted from time to time pursuant to Chapter 43.33 RCW.

State Legislature means the Legislature of the State of Washington.

State Payment means each Installment Payment and each Base Rent Payment.

State Reimbursement Rate means the average rate of return on the LGIP over the period the reimbursement payment by the Agency to the State Treasurer is delinquent, as determined by the State Treasurer, which determination shall be binding and conclusive against the Agency absent manifest error.

State Sublease Termination Date has the meaning given such term in the Master Financing Lease.

State Treasurer means the Treasurer of the State of Washington.

Supplemental Agreement means any agreement duly authorized and entered into following the Closing Date between or among the State Treasurer, the Corporation, and the Fiscal Agent (in the case of the Trust Agreement, the Master Financing Agreements, or the Master Assignments), or the Agency (in the case of the Agency Financing Agreements or the Site Leases) supplementing, modifying or amending the Trust Agreement, a Site Lease, a Master Financing Agreement, a Master Assignment, or an Agency Financing Agreement.

Tax Certificate means the Tax Exemption and Non-arbitrage Certificate executed and delivered by the Treasurer Representative and/or Authorized Agency Representatives regarding compliance with applicable provisions of the Code in connection with the Site Leases, the Master Financing Agreements, the Agency Financing Agreements, and the Certificates.

Term Certificates means the Certificates identified as such in the Trust Agreement.

Toxic or Hazardous Substances shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, State or local laws as:

(i) a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601(14) or Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. § 1321, each as now or thereafter amended;

(ii) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6903, 42 U.S.C. § 6921, as now or thereafter amended;

(iii) a toxic pollutant under Section 307(1)(a) of the Federal Water Pollution Control Act, 33 U.S.C. § 1317(1)(a);

(iv) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. § 7412, as now or thereafter amended;

(v) a "hazardous material" under the Hazardous Material Transportation Act, 49 U.S.C. § 1802(2), as now or thereafter amended;

(vi) toxic or hazardous pursuant to regulations promulgated now or thereafter under the aforementioned laws; or

(vii) presenting a risk to human health or the environment under other applicable federal, State or local laws, ordinances, or regulations, as now or as may be posed or promulgated in the future.

"Toxic or Hazardous Substances" shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or indirectly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls (PCBs), petroleum and petroleum-based derivatives, flammable explosives, radioactive materials and urea formaldehyde.

Treasurer Representative means the State Treasurer, the Assistant State Treasurer or the Deputy State Treasurer of the State, and shall include any other natural person who at the time and from time to time may be designated by a Certificate of the State Treasurer delivered to the Party relying thereon. Such Certificate shall contain the specimen signature of such person, and shall be signed on behalf of the State by the State Treasurer, the Assistant State Treasurer or the Deputy State Treasurer.

Trust Agreement means the Trust Agreement, dated as of the Dated Date, by and among the State Treasurer, the Corporation and the Fiscal Agent, as supplemented and amended in accordance therewith.

Underwriter means the original purchaser of the Certificates.

MASTER FINANCING LEASE

Sublease of Property

The Corporation subleases to the State, and the State hires from the Corporation, upon the terms and conditions set forth in the Master Financing Lease, the real property and all improvements thereon, including but not limited to the Projects, described in the Master Financing Lease, subject to all easements, covenants, conditions and restrictions existing as of the date hereof. The State agrees to pay in consideration thereof the Base Rent Payments and Additional Rent therefor in accordance with the Master Financing Lease, and all other amounts required to be paid by the State thereunder. The Corporation reserves the right for any of its duly authorized representatives to enter upon the Property at any reasonable time (or in an emergency at any time) to inspect the same, or to make any repairs, improvements or changes necessary for the preservation thereof, or otherwise in connection with the

Corporation's rights and obligations thereunder. The State and its authorized assignees and sublessees at all times during the term of the Master Financing Lease, may peaceably and quietly have, hold and enjoy all of the Property without suit, trouble or hindrance from the Corporation.

Appointment of Agents; Acquisition and Construction of Projects; Substitution and Release of Property

Appointment of Agents. The Corporation appoints, and ratifies, approves and confirms its appointment of, the State Treasurer and the respective Agencies pursuant to the Notices of Intent as its agents in connection with the disbursement of the proceeds of the Certificates and the design, acquisition and/or construction and financing or refinancing of the Projects, respectively, and the State Treasurer accepts and agrees to such designation and appointment.

Acquisition and Construction of Projects. The State Treasurer agrees that it has caused or will cause each Project to be designed, acquired and/or constructed and financed or refinanced with all reasonable dispatch by the respective Agency, as agent for the Corporation, in accordance with the plans, specifications, bidding documents, and construction and other contracts approved by such Agency, and in accordance with applicable laws and regulations. The State further agrees that it will pay or cause to be paid the Project Costs solely from funds available to it pursuant to the Master Financing Lease, the Trust Agreement and the Financing Leases. This appointment of the State Treasurer and the respective Agencies to act as agents of the Corporation in connection with the disbursement of the proceeds of the Certificates and the design, acquisition and/or construction and financing or refinancing of the Projects, respectively, and all authority conferred is made and conferred irrevocably by the Corporation, and should not be terminated by any act of the State, any Agency, the Corporation or otherwise.

Changes to Projects; Additions to Property. The State Treasurer may revise or consent to the revision of any Project to be acquired, constructed, financed or refinanced with proceeds of the Certificates, or the description thereof; *provided*, that:

(i) such Project as so revised must satisfy the requirements under the Master Financing Lease with respect to the substitution of Property previously acquired, constructed, financed or refinanced;

(ii) the Project Costs must not be materially reduced thereby; and

(iii) any such revision will not relieve the State or any Agency of its obligation to design, acquire, construct, finance or refinance the Project in accordance therewith and with the Financing Leases with respect thereto.

The State Treasurer has the right during the term of the Master Financing Lease, at the cost and expense of the State or the Agency, to make or permit additions, betterments and improvements to the Property, and to attach fixtures, structures and signs thereto; *provided*, that such additions, betterments and improvements and fixtures, structures and signs (i) must be constructed and installed in accordance with applicable laws and regulations, and not in violation of any easements, restrictions, conditions or covenants affecting title to the Property; and (ii) must not diminish the value, capacity or usefulness of the Property.

Substitution of Property. After acquisition, construction, financing or refinancing of any Project, the State Treasurer may substitute and consent to the substitution, for a Property, another parcel or parcels of real property by first filing with the Fiscal Agent, as assignee of the Corporation:

(i) an Opinion of Counsel to the effect that such substitution (a) is permitted under the Master Financing Lease, and (b) in and of itself, will not adversely effect the exclusion from gross income for federal income tax purposes of the Interest Component of the Certificates;

(ii) an appraisal or other written evidence from an independent, disinterested real property appraiser acceptable to the State Treasurer and the Fiscal Agent to the effect that such substitute Property has an estimated fair rental value for the remaining term of the respective Financing Lease equal to or greater than the Agency Rent Payments due thereunder from time to time;

(iii) a certificate of the Agency to the effect that such substitute Property (a) is free and clear of any mortgages, deeds of trust, liens or other similar encumbrances, other than Permitted Encumbrances, and (b) is essential to the Agency's ability to carry out its governmental functions and responsibilities; and

(iv) written evidence from each Rating Agency then rating the Certificates that such substitution, in and of itself, will not result in the suspension, reduction or withdrawal of any ratings on the Certificates by such Rating Agency.

The State Treasurer, the Fiscal Agent, as assignee of the Corporation, and the Agency will execute, deliver and record such amendments and modifications to the Site Lease, the Master Financing Lease, the Master Assignment (Real Property), the Financing Lease, and such other documents, agreements and instruments, as the State Treasurer or the Fiscal Agent deems necessary or desirable in connection with such substitution.

Release of Property. After acquisition, construction, financing or refinancing of any Project, the State Treasurer may release and consent to the release of a portion of the Property leased under any Site Lease, and subleased under and pursuant to the Master Financing Lease and the related Financing Lease, by first filing with the Fiscal Agent, as assignee of the Corporation:

(i) an Opinion of Counsel to the effect that such release (a) is permitted under the Master Financing Lease, and (b) in and of itself, will not adversely effect the exclusion from gross income for federal income tax purposes of the Interest Component of the Certificates;

(ii) an appraisal or other written evidence from an independent, disinterested real property appraiser acceptable to the State Treasurer and the Fiscal Agent to the effect that the remaining portion of the Property has an estimated fair rental value for the remaining term of the respective Financing Lease equal to or greater than the Agency Rent Payments due from time to time thereunder;

(iii) provision by such Agency of any necessary easements, reciprocal agreements or other rights as may be necessary to provide comparable pedestrian and vehicular access, and other uses and amenities (including but not limited to water, sewer, electrical, gas, telephone and other utilities) as existed prior to such release; and

(iv) written evidence from each Rating Agency then rating the Certificates that such release, in and of itself, will not result in the suspension, reduction or withdrawal of any ratings on the Certificates by such Rating Agency.

The State Treasurer, the Fiscal Agent, as assignee of the Corporation, and the Agency will execute, deliver and record such amendments and modifications to the Site Lease, the Master Financing Lease, the Master Assignment (Real Property) or the applicable Financing Lease, and such other documents, agreements and instruments, as the State Treasurer or the Fiscal Agent deems necessary or desirable in connection with such release.

Title to the Property

Fee title to the Property, subject to Permitted Encumbrances, and all additions, modifications, repairs and improvements thereto, remains and vests in the respective Agencies, subject to the respective leasehold estates under the Site Leases, the Master Financing Lease and the Financing Leases, without any further action by the State, the Agency or the Corporation.

Assignment; Attornment

The State assigns and transfers to the Corporation the State's interest in the Financing Leases and all rentals, income and profits therefrom, including without limitation the Agency Rent Payments; *provided*, that until an Event of Default occurs and is continuing thereunder, the State may receive, collect, enjoy and apply the rents accruing under the Financing Leases as otherwise provided therein and in the Master Financing Lease. Upon the occurrence and continuance of an Event of Default thereunder, the Corporation may, at its option, either (i) terminate the respective Financing Lease; (ii) elect to receive and collect, directly from the Agencies, the Agency Rent Payments and other amounts due and to become due under the Financing Leases, or (iii) elect to succeed to the State's interest in the Financing Leases and cause the Agencies to attorn to the Corporation, as sublessor. The Corporation covenants to credit the State with any Agency Rent Payments received as a result of such assignment; *provided*, that the acceptance by the Corporation of any such payment should not be deemed to be (i) an attornment by the Corporation to the Agency, or by the Agency to the Corporation, or (ii) a waiver by the Corporation of any provision of the Master Financing Lease or (iii) a release of the State from any obligation or liability thereunder.

Disclaimer of Warranties

The State acknowledges and agrees that it has had adequate opportunity to inspect the Property, and that such Property, including but not limited to the structures and improvements thereon, is acceptable to the State in its present condition. The State subleases the Property in its present condition, "as is." THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY, LIABILITY OR OBLIGATION, AS TO THE VALUE, DESIGN, STRUCTURAL OR OTHER CONDITION, USE, USABILITY, SUITABILITY, OCCUPANCY OR MANAGEMENT OF THE PROPERTY, AS TO THE INCOME FROM OR EXPENSE OF THE USE OR OPERATION THEREOF, AS TO TITLE TO THE PROPERTY, AS TO COMPLIANCE WITH APPLICABLE ZONING, SUBDIVISION, PLANNING, SAFETY, FIRE, HEALTH OR ENVIRONMENTAL LAWS, REGULATIONS, ORDINANCES, CODES OR REQUIREMENTS, OR AS TO COMPLIANCE WITH APPLICABLE COVENANTS, CONDITIONS OR RESTRICTIONS, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY.

Rent Payments

The State promises to pay to the Corporation, as rental for the use and occupancy of the Property, the following amounts at the following times:

Base Rent Payments. On each Base Rent Payment Date, the Base Rent Payment, consisting of a Principal Component and/or an Interest Component; and

Additional Rent. All Additional Rent incurred by the Corporation in connection with the lease of the Sites from the Agencies, the sublease of the Property to the State, the execution and delivery of the Certificates, and the observance and performance of the Agreements, within thirty (30) days following receipt of an invoice from the Corporation with respect thereto which includes (i) a brief description of each item of such Additional Rent, (ii) the party to whom payment is due, (iii) the amount thereof, and (iv) such additional information as the State Treasurer may reasonably request.

Such payments of Base Rent Payments and Additional Rent for each rental payment period during the term of the Master Financing Lease should constitute the total rental due for such period, and should be paid for and in consideration of the use and occupancy and continued quiet enjoyment of the Property for such period. The Parties hereto have determined and agreed that such total rental does not exceed the fair rental value of the Property for each such rental period, given the purposes, terms and provisions of the

Master Financing Lease. Anything in the Master Financing Lease to the contrary notwithstanding, the State waives any right that it may have under the laws of the State to a rebate or repayment of any portion of such rental in the event that there is substantial interference with the use or right to possession by the State of the Property or any portion thereof as a result of material damage, destruction or condemnation.

Each Base Rent Payment consists of a Principal Component and/or an Interest Component as set forth in the Master Financing Lease. Interest accrues and is calculated as provided in the Trust Agreement. Each Base Rent Payment consists of the aggregate of the Agency Rent Payments payable by each Agency pursuant to its Financing Lease. Each Base Rent Payment payable thereunder is required to be paid by electronic funds transfer in lawful money of the United States of America. Payments of Additional Rent should be made to or upon the order of the Corporation. Each Base Rent Payment should be applied first to the Interest Component due thereunder, and then to the Principal Component due thereunder.

The Corporation directs the State Treasurer, and the State Treasurer agrees, to make all Base Rent Payments directly to the Fiscal Agent, as assignee of the Corporation.

Sources of Payment of Base Rent Payments

Local Agency Financing Leases. The State is subleasing the Property for and on behalf of the respective Local Agencies. Concurrently with the execution of the Master Financing Lease, each such Local Agency covenants to execute and deliver a Local Agency Financing Lease pursuant to which such Local Agency agrees to sublease its respective Property and to make Agency Rent Payments therefor, at such times and in such amounts as provided therein. Such Agency Rent Payments must be sufficient in the aggregate to pay, on each Base Rent Payment Date, the Base Rent Payment for the Property subleased thereunder by the State from the Corporation for and on behalf of such Local Agencies.

The Base Rent Payments allocable to Agency Rent Payments of Local Agencies is payable by the State solely from the Agency Rent Payments to be made by the respective Local Agencies, except as otherwise provided in the Master Financing Lease. The obligation of each Local Agency to make its Agency Rent Payments is a direct and general obligation of the Local Agency to which the full faith and credit of such Local Agency is pledged. The State is not obligated to pay the Base Rent Payments other than from Agency Rent Payments paid by the respective Local Agencies, except as otherwise provided in the Master Financing Lease.

Intercept of Local Agency Share of State Revenues. In the event that any Local Agency fails to make any payment due under its Local Agency Financing Lease, the State Treasurer is required to withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to such Local Agency, including but not limited to leasehold excise taxes, sales and use taxes, excise taxes, property taxes and liquor control board receipts; *provided*, that the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law. Such withholding should continue until all such payments due thereunder have been made. Amounts withheld by the State Treasurer should be applied to make any such payment due under the Local Agency Financing Lease on behalf of the Local Agency, or to reimburse the State Treasurer for any such payment made pursuant to the Master Financing Lease.

Conditional Payment of Local Agency Rent Payments. Upon the failure of any Local Agency to make any Agency Rent Payment at such time and in such amount as required pursuant to its Local Agency Financing Lease, the State Treasurer covenants, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Rent Payment Fund on behalf of such Local Agency within ten (10) Business Days after such Agency Rent Payment was due. The State Treasurer is entitled to reimbursement for any such payments made on behalf of the Local Agency as provided in the Local Agency Financing Lease.

Agency Rent Payments; Deposit and Investment

Agency Rent Payments are payable on each Agency Rent Payment Date and are to be deposited in a special fund or funds maintained by the State Treasurer (the "Agency Rent Payment Fund"). The Agency Rent Payments due on each Agency Rent Payment Date are at least sufficient, in the aggregate, to make the Base Rent Payment next coming due thereunder. Amounts in the Agency Rent Payment Fund, including investment earnings thereon, are to be used and applied, *first*, to make the Base Rent Payment next coming due, *and thereafter*, but prior to the next Agency Rent Payment Date, to the extent that amounts remain in such Fund after such Base Rent Payment is made, to pay Additional Rent or for any other lawful purpose of the State Treasurer. Amounts in the Agency Rent Payment Fund must be invested in Qualified Investments, and must be separately accounted for, but may be commingled with other moneys on deposit with the State Treasurer solely for investment purposes.

Net Lease

The Master Financing Lease should be deemed and construed to be a "triple net lease," and the State is required to pay absolutely net during the term of the Master Financing Lease the Base Rent Payments, Additional Rent and all other amounts due thereunder, without notice or demand, and free of any charges, assessments, impositions or deductions whatsoever, and without any diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against among the State, the Corporation, the Fiscal Agent, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in this subsection should be construed to release or excuse the Corporation from the observance or performance of its obligations thereunder. If the Corporation fails to observe or perform any such obligation, the State may institute such legal action and pursue such other remedies against the Corporation as the State deems necessary or desirable, including, but not limited to actions for specific performance, injunction and/or the recovery of damages.

Limited Obligation

THE MASTER FINANCING LEASE CONSTITUTES A SPECIAL, LIMITED OBLIGATION OF THE STATE PAYABLE SOLELY FROM THE SOURCES AND SUBJECT TO THE LIMITATIONS SET FORTH THEREIN. THE MASTER FINANCING LEASE DOES NOT CONSTITUTE A DEBT OR A GENERAL OBLIGATION OF THE STATE, THE CONTRACTING OF AN INDEBTEDNESS BY THE STATE, OR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE STATE, FOR PURPOSES OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION UPON DEBT OR THE CONTRACTING OF INDEBTEDNESS. THE OBLIGATION OF THE STATE TO MAKE AGENCY RENT PAYMENTS ON BEHALF OF THE AGENCIES IS SUBJECT TO APPROPRIATION AND TO EMERGENCY REDUCTION IN FUNDING UNDER CERTAIN CIRCUMSTANCES, ALL AS SET FORTH IN THE MASTER FINANCING LEASE. NOTHING IN THE MASTER FINANCING LEASE SHOULD BE CONSIDERED AS OR CONSTRUED TO IMPLY A MORAL OBLIGATION ON THE PART OF THE STATE TO MAKE THE BASE RENT PAYMENTS DUE THEREUNDER.

Assignment

Concurrently with the execution and delivery of the Master Financing Lease, the Corporation will unconditionally grant, sell, assign, transfer and convey to the Fiscal Agent pursuant to the Master Assignment, without recourse,

(i) all of its rights to the Sites pursuant to the Site Leases,

(ii) all of its rights to receive the Base Rent Payments and any Additional Rent under and pursuant to the Master Financing Lease;

(iii) its right to take all actions, exercise all remedies, and give all consents under and pursuant to the Site Leases and the Master Financing Lease;

(iv) all of its remaining right, title and interest in, to and under the Site Leases, the Master Financing Lease, the Financing Leases, and in and to the Property (including any security interest therein) and any rents or profits generated therefrom; and

(v) its right of access more particularly described in the Master Financing Lease,

all in consideration for the payment by the Fiscal Agent to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates.

The State Treasurer and the Corporation acknowledge and agree that such grant, sale, assignment, transfer and conveyance by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such grant, sale, assignment, transfer and conveyance, the Corporation ceases to have any rights, duties or obligations under the Site Leases, the Master Financing Lease, the Financing Leases, or with respect to the Property, and the Fiscal Agent should thereafter have all the rights, duties and obligations of the Corporation thereunder and thereunder as if the Fiscal Agent had been the original party thereto and hereto, and every reference therein and in the Master Financing Lease to the Corporation is deemed and construed to refer to the Fiscal Agent, except where the context otherwise requires. Anything in the Master Financing Lease to the contrary notwithstanding, such grant, sale, assignment, transfer and conveyance does not confer any rights or impose any duties or obligations on the Fiscal Agent other than as expressly set forth in the Trust Agreement and the Master Assignment (Real Property).

Optional Prepayment

The State may at its option, and shall upon the optional prepayment of Agency Rent Payments by any Agency pursuant to its Financing Lease, prepay all or any portion of the Principal Components then unpaid, in whole or in part on any date on or after January 1, 2016, in Authorized Denominations from any source of available funds, at the times and at the Prepayment Price of 100 percent of the Principal Components prepaid, plus accrued interest, if any, evidenced and represented thereby to the Prepayment Date.

The State may at its option, and shall upon the optional prepayment of Agency Rent Payments by any Agency pursuant to its Financing Lease, provide for the payment of all or any portion of the Installment Payments then unpaid, in whole or in part on any date, by causing to be deposited with the Fiscal Agent, as assignee of the Corporation, (i) moneys and/or Government Obligations in accordance with the Trust Agreement; and (ii) an Opinion of Counsel to the effect such actions are permitted under the Master Financing Contract and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code.

Mandatory Prepayment; Special Prepayment

Eminent Domain; Loss of Title. The State covenants to, upon the special mandatory prepayment of Agency Rent Payments by any Agency pursuant to its Financing Lease, prepay or cause to be prepaid from eminent domain awards or sale proceeds received pursuant to the Master Financing Lease, and from the net proceeds of title insurance, if any, pursuant to the Master Financing Lease, the Principal Components of Base Rent Payments then unpaid, in whole or in part on any date, in Authorized Denominations, so that the aggregate annual Base Rent Payments for the related Property from and after such Prepayment Date are in approximately equal amounts, at a Prepayment Price equal to the sum of the Principal Components so prepaid, without premium, plus accrued interest evidenced and represented thereby to the Prepayment Date.

Insurance Proceeds. The State covenants to, upon the special optional prepayment of Agency Rent Payments by any Agency pursuant to its Financing Lease, prepay or cause to be prepaid from net insurance proceeds received pursuant to the Master Financing Lease, the Principal Components of Base Rent Payments then unpaid, in whole or in part on any date, in Authorized Denominations, so that the aggregate annual Base Rent Payments for the related Property from and after such Prepayment Date are in approximately equal amounts, at a Prepayment Price equal to the sum of the Principal Components so prepaid, without premium, plus accrued interest evidenced and represented thereby to the Prepayment Date.

Provision for Payment in Accordance with Trust Agreement. To the extent such award, sale proceeds or net proceeds are not sufficient, in whole or in part, to prepay or cause the prepayment of Principal Components of Base Rent Payments in Authorized Denominations, such amounts must be applied by the State Treasurer to provide for the payment thereof pursuant to the Master Financing Lease.

Notice to Fiscal Agent

The State Treasurer is required to provide the Fiscal Agent, as assignee of the Corporation, with not less than 45 days' prior written notice of its intention (i) to prepay any Principal Components, which notice is required to specify the reason for such prepayment, the Prepayment Date, and the amount and the Principal Payment Dates of the Principal Components to be prepaid, and (ii) to provide for the payment of any Base Rent Payments pursuant to the Master Financing Lease.

Revision of Base Rent Payments upon Prepayment

The Principal Components and Interest Components due on each Base Rent Payment Date on and after a Prepayment Date pursuant to the Master Financing Lease may be reduced by the Fiscal Agent, as assignee of the Corporation, to reflect such prepayment, in Authorized Denominations, in such amounts and on such Base Rent Payment Dates as the State Treasurer elects in a written notice to the Fiscal Agent, as assignee of the Corporation; *provided*, that the aggregate reduction in such Principal Components is equal to the aggregate Principal Components prepaid by the State Treasurer; and *provided further*, that the reduction in Principal Components and Interest Components due on each Base Rent Payment Date is equal to the corresponding reduction in the Agency Rent Payments due on each Agency Rent Payment Date.

Discharge of Master Financing Lease

All right, title and interest of the Corporation in the Master Financing Lease and all obligations of the State thereunder cease, terminate, become void and are completely discharged and satisfied (except for the right of the Fiscal Agent, as assignee of the Corporation, and the obligation of the State to have the moneys and Government Obligations so set aside applied to make the remaining Base Rent Payments) when either:

(i) all Base Rent Payments and all Additional Rent and other amounts due thereunder have been paid in accordance therewith; or

(ii) (a) the State Treasurer has delivered a written notice to the Corporation and the Fiscal Agent of its intention to prepay all of the Base Rent Payments remaining unpaid;

(b) the State Treasurer causes to be deposited with the Fiscal Agent, as assignee of the Corporation, (1) moneys and/or Government Obligations in accordance with the Trust Agreement; and (2) an Opinion of Counsel to the effect that such actions are permitted thereunder and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and

(c) for so long as any Base Rent Payments remain unpaid, provision has been made satisfactory to the Corporation and the Fiscal Agent for payment of all Additional Rent, including but not limited to the fees and expenses of the Fiscal Agent.

Eminent Domain

If all of the Property subleased to the State pursuant hereto and to any Agency pursuant to a Financing Lease, or so much thereof so as to render the remainder unsuitable for the purposes for which it was used by the Agency at the time of such taking, should be taken under the power of eminent domain (or sold under threat of condemnation), the sublease of such Property pursuant to the Master Financing Lease and the Financing Lease ceases as of the day that the State and the Agency is required to vacate such Property. If less than all of such Property is taken under the power of eminent domain (or sold under threat of condemnation), and the remainder is suitable for the purposes for which it was used by the Agency at the time of such taking, as reasonably determined by the State Treasurer, then the sublease thereof pursuant to the Master Financing Lease and the Financing Lease continues in full force and effect as to such remainder, and the Parties waive any benefits of the law to the contrary. In such event, there should be no abatement of the rental due thereunder or thereunder. So long as any Agency Rent Payments under the related Financing Lease remain unpaid, any eminent domain award and any proceeds of sale under threat of condemnation for all or any part of the Property should be applied to the prepayment of Agency Rent Payments and Base Rent Payments as provided in the applicable Financing Lease and the Master Financing Lease. Any award or proceeds in excess of the amount necessary to prepay such Agency Rent Payments due under such Financing Lease, and thereby to prepay or provide for the payment of the corresponding portion of the Base Rent Payments thereunder, should be paid to the Corporation, the State and the Agency as their respective interests may appear.

Loss of Title

If there is a loss of title to the Property subleased to the State pursuant to the Master Financing Lease and to any Agency pursuant to a Financing Lease which is insured under a policy or policies of title insurance, or so much thereof so as to render the remainder unsuitable for the purposes for which it was used by the State and the Agency at the time of such loss, the sublease of such Property pursuant to the Master Financing Lease and the Financing Lease ceases as of the day that the State and the Agency is required to vacate such Property. If there is a loss of title to less than all of such Property, and the remainder is suitable for the purposes for which it was used by the Agency at the time of such loss, as reasonably determined by the State Treasurer, then the sublease thereof pursuant to the Master Financing Lease and the Financing Lease continues in full force and effect as to such remainder, and the Parties waive any benefits of the law to the contrary. In such event, there will be no abatement of the rental due thereunder or thereunder. So long as any Agency Rent Payments under the related Financing Lease remain unpaid, any payments under such title insurance policy or policies with respect to such Property are to be applied to the prepayment of Agency Rent Payments and Base Rent Payments as provided in the Financing Leases and the Master Financing Lease. Any payment in excess of the amount necessary to prepay such Agency Rent Payments due under such Financing Lease, and thereby to prepay or provide for the payment of the corresponding portion of the Base Rent Payments due thereunder, is to be paid to the Corporation, the State and the Agency as their respective interests may appear.

Damage or Destruction

If all or any portion of the Property subleased to the State pursuant to the Master Financing Lease and to any Agency pursuant to a Financing Lease is damaged or destroyed by fire or other casualty, the sublease thereof pursuant to the Master Financing Lease and the Financing Lease will not terminate, nor will there be any abatement of the rent payable thereunder and thereunder. So long as any Agency Rent Payments under the related Financing Lease remain unpaid, any payments under the property insurance policy or

policies with respect to such Property may be applied to the prepayment of Agency Rent Payments and Base Rent Payments as provided in the Financing Leases and the Master Financing Lease, or may be paid to the State Treasurer and applied as provided in the Trust Agreement.

Covenants and Agreements of the State

Budget. The State Treasurer covenants to:

(i) include in its biennial budget all scheduled Agency Rent Payments under Local Agency Financing Leases due during such Biennium;

(ii) submit such budget to OFM at such times and in such manner as required by law;

(iii) use its best efforts to obtain appropriations by the State Legislature in amounts sufficient to make any such payments;

(iv) include all such payments in its statements of proposed expenditures for each fiscal period required by law to be submitted to OFM; and

(v) use its best efforts to obtain allotments by OFM of appropriated funds sufficient to make all such payments.

Financing Leases. Concurrently with the execution and delivery of the Master Financing Lease, the State Treasurer covenants to enter into a Local Agency Financing Lease with each Local Agency with respect to the sublease of the respective Property and the acquisition and/or construction of the related Project.

Tax-Exemption. The State shall not make any use of the proceeds of the Master Financing Lease or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Lease or the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. The State shall not use or permit the use of the Property or any part thereof by any Person other than a "governmental unit" as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Base Rent Payments under Section 103 of the Code. The State shall not make any use of the proceeds of the Master Financing Lease or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Lease or the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or "private activity bonds" within the meaning of Section 141 of the Code, or "hedge bonds" within the meaning of Section 149 of the Code. To that end, for so long as any Base Rent Payments remain unpaid, the State, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated thereunder. The State will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Base Rent Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no action that would result in such interest being so included. The State shall comply with the provisions of the Tax Certificate and Agreement.

The State Treasurer may establish and maintain a separate account designated as the "State of Washington Certificates of Participation, Series 2005F Rebate Fund" (the "Rebate Fund"). The State shall deposit in the Rebate Fund the Rebate Requirement as provided in the Tax Certificate. Subject to the other provisions of this subsection, moneys held in the Rebate Fund are pledged to secure the rebate payments to the United States, and the State, the Agencies, the Corporation, the Fiscal Agent and the Owners shall have no rights in or claim to such moneys.

Without limiting the generality of the foregoing, the State agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code. This covenant shall survive the discharge of the Master Financing Lease and the payment in full or defeasance of the Certificates. The State specifically covenants to pay or cause to be paid to the United States at the times and in the amounts determined under this subsection, the Rebate Requirement as provided by the Tax Certificate.

Notwithstanding any provision of this subsection, if the State shall provide to the Fiscal Agent an Opinion of Counsel to the effect that any specified action required under this subsection is no longer required or that some further or different action is required to maintain the tax-exempt status of interest evidenced and represented by the Certificates, the Fiscal Agent may conclusively rely on such opinion, and the covenants of the State thereunder shall be deemed to be modified to that extent.

Duties Imposed by Law. To the extent permitted by law, the covenants, agreements and other obligations on the part of the State contained in the Master Financing Lease shall be deemed and construed to be ministerial and non-discretionary duties imposed by law, and it shall be the duty of the State and each and every public official to take such actions in the performance of the official duties of such officials to enable the State to observe and perform the covenants, agreements, terms, conditions and other obligations contained in the Master Financing Lease and in the other Series 2005F Agreements to which the State is a party to be observed and performed by the State.

Liens. The State shall not create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property or any part thereof, except for Permitted Encumbrances. The State shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time.

Assignments and Subleases. The State shall not (and shall not permit any Agency to) grant, sell, assign, pledge, transfer, convey, mortgage, pledge, sublet or otherwise dispose any of its right, title or interest in, to or under the Master Financing Lease or the Property other than to the respective Agencies pursuant to the Financing Leases or as otherwise provided in the Master Financing Lease or therein, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void. The Corporation consents to the sublease of the Property pursuant to the Financing Leases. Such subleases shall be subject and subordinate to the Master Financing Lease. Such subleases shall not release or alter the obligations or liability of the State under the Master Financing Lease. Upon the occurrence and continuance of an Agency Event of Default with respect to any Property, the State Treasurer shall have the right, pursuant to the Financing Lease, to sublease all or any portion of such Property.

Performance. The State shall punctually pay the Base Rent Payments and Additional Rent in strict conformity with the terms and provisions of the Master Financing Lease, and will faithfully observe and perform all the covenants, agreements, terms, conditions and other obligations contained in the Master Financing Lease required to be observed and performed by the State. Except for Permitted Termination Events, the State will not suffer or permit any default to occur thereunder, or do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted to be done, or any such omission or refraining from doing anything, would or might be ground for cancellation or termination of the Master Financing Lease.

The Corporation Not Liable. The Corporation and its directors, officers and employees shall not be liable to the State or to any other Person whomsoever for any death, injury or damage that may result to any Person or property by or from any cause whatsoever in, on, about or relating to the Property.

Accounting Records and Report. The State Treasurer will keep or cause to be kept proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, investment, deposit, application and disbursement of the Agency Rent Payments, and such accounting records shall be available for inspection by the Fiscal Agent, as assignee of the Corporation, or its agent duly authorized in writing at reasonable hours and under reasonable conditions.

Further Assurances. The State will preserve and protect the rights of the Corporation and the Fiscal Agent, as assignee of the Corporation, thereunder, and will warrant and defend such rights against all claims and demands of all Persons. The State Treasurer will promptly execute, make, deliver, file and record any and all further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance of the Master Financing Lease and for the better assuring and confirming to the Corporation the rights and benefits provided to it thereunder.

Disclosure Agreement. Concurrently with the execution and delivery of the Master Financing Lease, the State Treasurer will execute and deliver the Disclosure Agreement in order to assist the Underwriter in complying with the requirements under the Rule. The State Treasurer shall comply with the requirements of the Disclosure Agreement; *provided*, that failure to so comply shall not constitute a default under the Master Financing Lease.

Events of Default

Each of the following shall constitute an "Event of Default" thereunder:

(i) Failure by the State (other than as a result of a Permitted Termination Event) to pay or cause to be paid any Base Rent Payment required to be paid thereunder at the time set forth in the Master Financing Lease; and

(ii) Failure by the State (other than as a result of a Permitted Termination Event) to observe or perform any covenant, agreement, term or condition on its part to be observed or performed thereunder, other than as set forth in paragraph (a), above, for a period of thirty (30) days after written notice from the Corporation, or from the Owners of not less than 25% in aggregate Principal Component evidenced and represented by the Certificates then Outstanding, to the State Treasurer specifying such failure and requesting that it be remedied; provided, however, that such period shall be extended for not more than sixty (60) days if such failure cannot be corrected within such period, and corrective action is commenced by the State within such period and diligently pursued until the failure is corrected; and

(iii) If the State's interest under the Master Financing Lease or any part of the Master Financing Lease shall be assigned, sublet or transferred other than as provided in the Master Financing Lease, either voluntarily or by operation of law; and

(iv) The occurrence of an Agency Event of Default.

Notwithstanding the foregoing provisions of this subheading, if by reason of *force majeure* the State is unable in whole or in part to carry out the covenants, agreements, terms and conditions on its part contained in the Master Financing Lease, the State shall not be deemed in default during the continuance of such inability. The term "*force majeure*" means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the State.

The Corporation may, at its election, waive any default or Event of Default and its consequences thereunder and annul any notice thereof by written notice to the State Treasurer to such effect, and thereupon the respective rights of the Parties thereunder shall be as they would have been if such default or Event of Default had not occurred.

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, A PERMITTED TERMINATION EVENT SHALL NOT CONSTITUTE AN EVENT OF DEFAULT UNDER THE MASTER FINANCING LEASE.

Remedies

Whenever an Event of Default under the Master Financing Lease shall have occurred and be continuing, the Corporation shall have the following rights and remedies:

(i) *Continuation; Reentry and Reletting*. The Corporation may continue the Master Financing Lease in full force and effect, and (a) collect rent and other amounts as they become due thereunder, (b) enforce every other term and provision of the Master Financing Lease to be observed or performed by the State, and (c) exercise any and all rights of entry and reentry upon the Property. In the event that the Corporation does not elect to terminate the Master Financing Lease in the manner provided pursuant to paragraph (ii) of this Subheading, the State agrees to observe and perform all terms and provisions in the Master Financing Lease to be observed or performed by it, and, if the Property is not relet, to pay the full amount of the rent and other amounts due thereunder for the term of the Master Financing Lease, or, if the Property or any part thereof is relet, to pay any deficiency that results therefrom, in each case at the same time and in the same manner as otherwise provided in the Master Financing Lease, and notwithstanding any reentry or reletting by the Corporation, or suit in unlawful detainer or otherwise brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of all or any part of the Property. Should the Corporation elect to re-enter or obtain possession of all or any part of the Property, the State irrevocably appoints the Corporation as the State's agent and attorney-in-fact (a) to relet the Property, or any part thereof, from time to time, either in the name of the Corporation or otherwise, upon such terms and conditions and for such use and period as the Corporation may determine in its discretion, (b) to remove all persons in possession thereof and all personal property whatsoever situated upon the Property, and (c) to place such personal property in storage in any warehouse or other suitable place for the State in the county in which such personal property is located, for the account of and at the expense of the State. The State shall be liable for, and agrees to pay the Corporation, the Corporation's costs and expenses in connection with reentry of the Property, removal and storage of any personal property, and reletting of the Property. The State agrees that the terms of the Master Financing Lease constitute full and sufficient notice of the right of the Corporation to reenter and relet the Property or any part thereof without effecting a surrender or termination of the Master Financing Lease. Termination of the Master Financing Lease upon an Event of Default shall be effected solely as provided in paragraph (ii) of this Subheading. The State further waives any right to, and releases, any rental obtained by the Corporation upon reletting in excess of the rental and other amounts otherwise due thereunder.

(ii) *Termination*. The Corporation may terminate the Master Financing Lease, but solely upon written notice by the Corporation to the State Treasurer of such election. No notice to pay rent, notice of default, or notice to deliver possession of the Property or of any part thereof, nor any entry or reentry upon the Property or any part thereof by the Corporation, nor any proceeding in unlawful detainer or otherwise brought by the Corporation for the purpose of effecting such reentry or obtaining possession, nor any other act shall operate to terminate the Master Financing Lease, and no termination of the Master Financing Lease on an account of an Event of Default

shall be or become effective by operation of law or acts of the Parties hereto or otherwise, unless and until such notice of termination shall have been given by the Corporation. The State agrees that no surrender of the Property or any part thereof, nor any termination of the Master Financing Lease by the State shall be valid or effective in any manner or for any purpose whatsoever unless such notice of termination shall have been given by the Corporation. Upon such termination, the Corporation may (a) reenter the Property or any part thereof and remove all persons in possession thereof and all personal property whatsoever situated upon the Property, and (b) to place such personal property in storage in any warehouse or other suitable place for the State in the county in which such personal property is located, for the account of and at the expense of the State. Upon such termination, the State's right to possession of the Property shall terminate, and the State shall surrender possession thereof to the Corporation. In the event of such termination, the State shall remain liable to the Corporation for damages in an amount equal to the rent and other amounts that would have been due thereunder for the balance of the term of the Master Financing Lease, less the net proceeds, if any, of any reletting of the Property or any part thereof by the Corporation subsequent to such termination, after deducting the expenses incurred by the Corporation in connection with any such reentry, removal and storage of personal property, and reletting. The Corporation shall be entitled to collect damages from the State on the respective Base Rent Payment Dates, or alternatively, the Corporation may accelerate the State's obligations under the Master Financing Lease and recover from the State (a) the worth at the time of award of the unpaid rental which had been earned at the time of termination, (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after the termination until the time of award exceeds the amount of such rental loss that the State proves could have been reasonably avoided, (c) the worth at the time of award by which the unpaid rental for the balance of the term of the Master Financing Lease after the time of award exceeds the amount of rental loss that the State proves could reasonably have been avoided, and (d) any other amount necessary to compensate the Corporation for all the detriment proximately caused by the State's failure to perform its obligations thereunder, or which in the ordinary course would be likely to result therefrom, including but not limited to the Corporation's expenses in connection with reentry of the Property, removal and storage of any personal property, and reletting of the Property. The worth at the time of award shall be computed using a discount rate equal to the composite Interest Component evidenced and represented by the Certificates.

(iii) *Other Remedies*. In addition to the other remedies set forth in this Subheading, upon the occurrence and continuance of an Event of Default, the Corporation shall be entitled to proceed to protect and enforce the rights vested in them by the Master Financing Lease or by law. The terms and provisions of the Master Financing Lease and the duties and obligations of the State thereunder, and the officers and employees thereof, shall be enforceable by the Corporation by an action at law or in equity, for damages or for specific performance, or for writ of mandate, or by other appropriate action, suit or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the Corporation shall have the right to bring the following actions:

(a) *Accounting.* By action or suit in equity to require the State or any Agency and its officers and employees to account as the trustee of an express trust;

(b) *Injunction.* By action or suit in equity to enjoin the violation of the rights of the Corporation.

(c) *Mandate.* By writ of mandate or other action, suit or proceeding at law or in equity to enforce the Corporation's rights against the State or any Agency and its officers and employees, and to compel the State to perform and carry out its duties and obligations under the law and its covenants and agreements with the Corporation as provided in the Master Financing Lease.

In the event that the Corporation shall prevail in any action, suit or proceeding brought to enforce any of the terms or provisions of the Master Financing Lease, the State shall be liable for the reasonable attorneys' fees of the Corporation in connection therewith.

The State waives any and all claims for damages caused or which may be caused by the Corporation in reentering and taking possession of the Property or any part thereof as provided in the Master Financing Lease, and all claims for damages that may result from the destruction of or injury to the Property or any part thereof, and all claims for damages to or loss of any personal property that may be in or upon the Property.

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, IF THE EVENT OF DEFAULT CONSISTS OF AN AGENCY EVENT OF DEFAULT, THE REMEDIES OF THE CORPORATION SHALL BE LIMITED TO THOSE SET FORTH IN THE RELATED FINANCING LEASE AND THE MASTER FINANCING LEASE.

No Remedy Exclusive; Non-Waiver

No remedy conferred upon or reserved to the Corporation thereunder or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Master Financing Lease or now or existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Event of Default thereunder shall impair any such right or remedy or shall be construed to be a waiver of such default or Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the Corporation thereunder, it shall not be necessary to give any notice, other than such notice as may be required thereunder. A waiver by the Corporation of any default or Event of Default thereunder shall not constitute a waiver of any subsequent default or Event of Default thereunder, and shall not affect or impair the rights or remedies of the Corporation in connection with any such subsequent default or Event of Default.

No acceptance of less than the full amount of a rental payment due thereunder shall constitute an accord and satisfaction or compromise of any such payment unless the Corporation specifically agrees to such accord and satisfaction or compromise in writing.

Default by the Corporation

Anything in the Master Financing Lease to the contrary notwithstanding, the Corporation shall not be in default in the observance or performance of any of the covenants, agreements, terms or conditions to be observed or performed by it thereunder unless and until the Corporation shall have failed to observe or perform such covenant, agreement, term or condition for a period of sixty (60) days after written notice by the State Treasurer to the Corporation specifying such failure and requesting that it be remedied; *provided, however*, that such period shall be extended for such additional time as shall be reasonably required to correct such failure if corrective action is commenced by the Corporation within such period and diligently pursued until the failure is corrected.

Term

The term of the Master Financing Lease shall commence on the Dated Date, and shall end on the final Principal Payment Date thereunder, unless such term is extended or sooner terminated as provided in the Master Financing Lease. If on such date, all amounts due thereunder shall not have been paid or the payment thereof duly provided for pursuant to the Master Financing Lease, then the term of the Master Financing Lease shall be extended until ten (10) days after all amounts due thereunder shall have been paid or the payment thereof so provided for, except that the term of the Master Financing Lease shall in no event be extended beyond the date five years after such final Principal Payment Date. If prior to the

final Principal Payment Date thereunder, all amounts due thereunder shall have been paid or the payment thereof so provided for, the term of the Master Financing Lease shall end ten (10) days thereafter or ten (10) days after written notice by the State Treasurer to the Corporation, whichever is earlier.

Anything in the Master Financing Lease to the contrary notwithstanding, the lease of any parcel of Property pursuant to the Master Financing Lease shall terminate when all Agency Rent Payments and other amounts due under the respective Financing Lease have been paid or the payment thereof duly provided for pursuant thereto.

Termination

The State agrees, upon the termination or expiration of the Master Financing Lease as to any parcel of Property, to quit and surrender such Property in the same good order, condition and repair as the same was in at the time of commencement of the term thereunder, except for acts of God, reasonable wear and tear, and any actions by any Agency in accordance therewith and with any Financing Lease that affect the condition of such Property. The State agrees that any permanent improvements and structures existing upon the Property at the time of such termination or expiration of the applicable Site Lease shall remain thereon. The State shall thereafter execute, acknowledge and deliver to the Corporation such instruments of further assurance as in the reasonable opinion of the Corporation are necessary or desirable to confirm the Corporation's leasehold right, title and interest in and to such Property.

MASTER FINANCING CONTRACT

Sale and Purchase of Property

The Corporation agrees to sell, assign and convey, and does sell, assign and convey, to the State, and the State agrees to purchase, acquire and assume, and does purchase, acquire and assume, from the Corporation, upon the terms and conditions set forth in the Master Financing Contract, all of the Corporation's right, title and interest in and to the Property sold hereunder and all proceeds and profits thereof and therefrom, subject to the security interest created pursuant to the Master Financing Contract, and the State agrees to pay in consideration thereof the Purchase Price therefor and interest thereon and the Additional Costs in accordance with the Master Financing Contract, and all other amounts required to be paid by the State under the Master Financing Contract.

Appointment of Agents; Acquisition of Property; Revision and Substitution

Appointment of Agents. The Corporation appoints, and ratifies, approves and confirms its appointment of, the State Treasurer and the respective Agencies pursuant to the Notices of Intent as its agents in connection with the disbursement of the proceeds of the Certificates and the acquisition of the respective items of Property, respectively, and the State Treasurer accepts and agrees to such designation and appointment.

Acquisition of Property. The State Treasurer agrees that (i) it has caused or will cause the Property to be acquired by the respective Agencies, as agents for the Corporation, with all reasonable dispatch; and (ii) it will pay or cause to be paid the Costs of Acquisition of the Property solely from funds available to it pursuant to the Master Financing Contract, the Trust Agreement and the Agency Financing Contracts. This appointment of the State Treasurer and the respective Agencies to act as agents of the Corporation in connection with the disbursement of the proceeds of the Certificates and the acquisition of the Property, respectively, and all authority conferred is made and conferred irrevocably by the Corporation, and shall not be terminated by any act of the State Treasurer, any Agency or the Corporation or otherwise.

Revision and Substitution of Property. The State Treasurer may revise or consent to the revision of any item of Property to be acquired with proceeds of the Certificates, or the description thereof; *provided*, that (i) such item of Property as so revised shall satisfy the requirements under the Master Financing Contract with respect to the substitution of Property previously acquired; (ii) the Costs of Acquisition of such item of Property shall not be materially reduced thereby; and (iii) any such revision shall not relieve the State or any Agency of its obligation to acquire the Property in accordance therewith and with the Agency Financing Contract with respect thereto.

After acquisition of an item of Property, the State Treasurer may substitute or consent to the substitution for an item of Property acquired for and on behalf of an Agency other personal property by filing with the Fiscal Agent, as assignee of the Corporation:

(i) a certificate of such Agency stating that such substitute Property:

- (a) has a remaining useful life equal to or greater than the Property for which it is being substituted;
- (b) has a fair market value equal to or greater than the fair market value of the item of Property for which it is being substituted;
- (c) is free and clear of all liens and encumbrances except a first priority security interest in favor of the Fiscal Agent, as assignee of the Corporation, under the Master Financing Contract;
- (d) is of equal usefulness and value as the Property for which it is being substituted;
- (e) is essential to the Agency's ability to carry out its governmental functions and responsibilities; and
- (f) is expected to be used by such Agency immediately and for the term of its Agency Financing Contract; and

(ii) an Opinion of Counsel to the effect that such substitution will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code.

Title to the Property

All right, title and interest in and to the Property shall transfer to and vest in the State from the Corporation without any further action by the State or the Corporation immediately upon the acquisition thereof or reimbursement to the State or the Agency for the Acquisition Costs thereof; *provided*, that the State Treasurer and the Corporation shall take such action and execute such documents (including without limitation bills of sale and other title documents) as may be deemed necessary or desirable by the State Treasurer or the Corporation to evidence and confirm such transfer of title pursuant to the Master Financing Contract.

Title to any and all additions, modifications, improvements, repairs or replacements to any Property shall be vested in the State, subject to the security interest of the Corporation until payment of all amounts due and owing with respect to such Property under the Master Financing Contract.

Any Property constituting a motor vehicle subject to registration with the State Department of Licensing shall be registered with the Agency as the registered and legal owner thereof.

Security Interest

In order to secure the payment and performance by the State of its obligations under the Master Financing Contract, the State pledges, grants, assigns and conveys to the Corporation a lien on and security interest in all right, title and interest of the State, whether now owned or acquired, in and to the Property and the Agency Financing Contracts, including without limitation the Agency Installment Payments and all proceeds thereof. Accordingly, the Master Financing Contract constitutes a security agreement. The State acknowledges and agrees that each provision of the Master Financing Contract is also a provision of the security agreement and that an Agency Event of Default under the Master Financing Contract is also a default under the security agreement.

The State further agrees that the Corporation may: (i) commingle Property which comes into its possession; (ii) re-pledge such Property upon terms which impair the State's right to redeem such Property; and (iii) require the State to assemble the Property and make it available to the Corporation in a manner which is reasonably convenient to both Parties. To the extent the Corporation is required for any reason to provide commercially reasonable notice to the State, the State agrees that notice mailed by first class mail five days before the event of which notice is given is commercially reasonable notice. The standard by which the Corporation's rights and duties with respect to such security agreement shall be measured is gross negligence or willful misconduct.

If required by the Corporation or the Fiscal Agent, as assignee of the Corporation, at any time during the term of the Master Financing Contract, the State will execute and deliver to the Corporation or the Fiscal Agent, as the case may be, in form satisfactory to the Corporation or the Fiscal Agent, such security agreements, financing statements and/or other instruments covering the Property and all accessions thereto.

Disclaimer of Warranties

The State acknowledges and agrees that the Property is of a nature, size, design and capacity selected by the respective Agencies pursuant to their own specifications, and not by the Corporation, and that the Corporation is not a manufacturer, supplier or a vendor of such personal property. THE CORPORATION MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY, LIABILITY OR OBLIGATION, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROPERTY, OR AS TO THE TITLE THERETO, OR FOR THE ENFORCEMENT OF THE MANUFACTURERS', SUPPLIERS' OR VENDORS' REPRESENTATIONS, WARRANTIES OR GUARANTIES, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PERSONAL PROPERTY.

Installment Payments

The State promises to pay to the Corporation, as rental for the use and occupancy of the Property, the following amounts at the following times:

(i) On each Installment Payment Date, the Installment Payment, consisting of a Principal Component and/or an Interest Component; and

(ii) All Additional Costs incurred by the Corporation in connection with the sale of the Property to the State, the execution and delivery of the Certificates, and the observance and performance of the Series 2005F Agreements, within thirty (30) days following receipt of an invoice from the Corporation with respect thereto which includes (a) a brief description of each such Additional Cost, (b) the party to whom payment is due, (c) the amount thereof, and (d) such additional information as the State Treasurer may reasonably request.

Each Installment Payment shall consist of a Principal Component and/or an Interest Component as set forth in to the Master Financing Contract. Interest shall accrue and be calculated as provided in the Trust Agreement. Each Installment Payment shall consist of the aggregate of the Agency Installment Payments payable by each Agency pursuant to its Agency Financing Contract. Each Installment Payment payable under the Master Financing Contract shall be paid by electronic funds transfer in lawful money of the United States of America. Payments of Additional Costs shall be made to or upon the order of the Corporation. Each Installment Payment shall be applied first to the Interest Component due under the Master Financing Contract, and then to the Principal Component due under the Master Financing Contract.

The Corporation directs the State Treasurer, and the State Treasurer agrees, to make all Installment Payments directly to the Fiscal Agent, as assignee of the Corporation, from the sources set forth in the Master Financing Contract and subject to the terms and conditions of the Master Financing Contract.

Sources of Payment of Installment Payments

State Agency Financing Addenda. The State is acquiring the State Agency Property for and on behalf of the respective State Agencies set forth in Exhibit B to the Master Financing Contract. Concurrently with the execution of the Master Financing Contract, each such State Agency shall execute and deliver a State Agency Financing Addendum pursuant to which such State Agency shall agree to acquire its respective Property and to make Agency Installment Payments therefor, at such times and in such amounts as provided tin the Master Financing Contract, which will be sufficient in the aggregate to pay the Purchase Price of the Property to be acquired by the State for and on behalf of such State Agency and interest thereon. Each State Agency Financing Addendum is incorporated in the Master Financing Contract and made a part of the Master Financing Contract by reference therein.

That portion of the Installment Payments that is allocable to the Purchase Price of State Agency Property and interest thereon shall be payable by the State solely from Agency Installment Payments to be made by the respective State Agencies. The obligation of each State Agency to make its Agency Installment Payments shall be subject to appropriation by the State Legislature and Executive Order reduction by the Governor. The State shall not be obligated to pay that portion of the Installment Payments that is allocable to the Purchase Price of State Agency Property and interest thereon other than from appropriated funds of the respective State Agencies.

Local Agency Financing Contracts. The State is acquiring the Local Agency Property for and on behalf of the respective Local Agencies set forth in Exhibit B to the Master Financing Contract. Concurrently with the execution of the Master Financing Contract, each such Local Agency shall execute and deliver a Local Agency Financing Contract pursuant to which such Local Agency shall agree to acquire its respective Property and to make Agency Installment Payments, at such times and in such amounts as provided in the Master Financing Contract. Such Agency Installment Payments shall be sufficient in the aggregate to pay, on each Installment Payment Date, the Purchase Price of the Property to be acquired by the State for and on behalf of such Local Agency, and interest thereon.

That portion of the Installment Payments that is allocable to the Purchase Price of Local Agency Property and interest thereon shall be payable by the State solely from Agency Installment Payments to be made by the respective Local Agencies, except as otherwise provided in the two succeeding paragraphs immediately below. The obligation of each Local Agency to make its Agency Installment Payments shall be a direct and general obligation of the Local Agency to which the full faith and credit of such Local Agency is pledged. The State shall not be obligated to pay that portion of the Installment Payments that is allocable to the Purchase Price of Local Agency Property and interest thereon other than from Agency Installment Payments paid by the respective Local Agencies, except as otherwise provided in the Master Financing Contract.

Intercept of Local Agency Share of State Revenues. In the event that any Local Agency fails to make any payment due under its Local Agency Financing Contract, the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to such Local Agency, including but not limited to leasehold excise taxes, sales and use taxes, excise taxes, property taxes and liquor control board receipts; *provided*, that the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law. Such withholding shall continue until all such payments due under the Master Financing Contract have been made. Amounts withheld by the State Treasurer shall be applied to make any such payment due under the Local Agency Financing Contract on behalf of the Local Agency, or to reimburse the State Treasurer for any such payment made pursuant to the Master Financing Contract.

Conditional Payment of Local Agency Installment Payments. Upon the failure of any Local Agency to make any Agency Installment Payment at such time and in such amount as required pursuant to its Local Agency Financing Contract, the State Treasurer shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Installment Payment Fund on behalf of such Local Agency within ten (10) Business Days after such Agency Installment Payment was due. The State Treasurer shall be entitled to reimbursement for any such payments made on behalf of the Local Agency as provided in the Local Agency Financing Contract.

Agency Installment Payments; Deposit and Investment

Agency Installment Payments shall be payable on each Agency Installment Payment Date and shall be deposited in a special fund or funds maintained by the State Treasurer (the "Agency Installment Payment Fund"). Payments of Agency Installment Payments from State Agencies shall be accounted for separately from payments from Local Agencies. The Agency Installment Payments due on each Agency Installment Payment Date shall be at least sufficient, in the aggregate, to make the Installment Payment next coming due under the Master Financing Contract. Amounts in the Agency Installment Payment Fund, including investment earnings thereon, shall be used and applied, *first*, to make the Installment Payment next coming due, *and thereafter*, but prior to the next Agency Installment Payment Date, to the extent that amounts remain in such Fund after such Installment Payment is made, to pay Additional Costs or for any other lawful purpose of the State Treasurer. Amounts in the Agency Installment Payment Fund shall be invested in the Qualified Investments, and shall be separately accounted for, but may be commingled with other moneys on deposit with the State Treasurer solely for investment purposes.

No Set-Off

The obligation of the State to make Installment Payments from the sources set forth in the Master Financing Contract and to perform its other obligations under the Master Financing Contract shall be absolute and unconditional, subject, however, to the right of any Agency to cease making Agency Installment Payments upon the occurrence of a Permitted Termination Event. The State shall make Installment Payments as and when the same shall become due without diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against or diminution, among the State, the Corporation, the Fiscal Agent, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in the Master Financing Contract shall be construed to release or excuse the Corporation from the observance or performance of its obligations under the Master Financing Contract. If the Corporation shall fail to observe or perform any such obligation, the State may institute such legal action and pursue such other remedies against the Corporation as the State deems necessary or desirable, including, but not limited to actions for specific performance, injunction and/or the recovery of damages.

Limited Obligation

THE MASTER FINANCING CONTRACT SHALL CONSTITUTE A SPECIAL, LIMITED OBLIGATION OF THE STATE PAYABLE SOLELY FROM THE SOURCES AND SUBJECT TO THE LIMITATIONS SET FORTH HEREIN. THE MASTER FINANCING CONTRACT SHALL NOT CONSTITUTE A DEBT OR A GENERAL OBLIGATION OF THE STATE OR OF ANY STATE AGENCY, THE CONTRACTING OF AN INDEBTEDNESS BY THE STATE OR BY ANY STATE AGENCY, OR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE STATE OR OF ANY STATE AGENCY, FOR PURPOSES OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION UPON DEBT OR THE CONTRACTING OF INDEBTEDNESS. THE OBLIGATION OF THE STATE TO MAKE AGENCY INSTALLMENT PAYMENTS, BOTH FOR STATE AGENCY PROPERTY AND ON BEHALF OF LOCAL AGENCIES FOR LOCAL AGENCY PROPERTY, IS SUBJECT TO APPROPRIATION AND TO EMERGENCY REDUCTION IN FUNDING UNDER CERTAIN CIRCUMSTANCES, ALL AS SET FORTH IN THE MASTER FINANCING CONTRACT. NOTHING IN THE MASTER FINANCING CONTRACT SHOULD BE CONSIDERED AS OR CONSTRUED TO IMPLY A MORAL OBLIGATION ON THE PART OF THE STATE OR ANY AGENCY TO MAKE THE INSTALLMENT PAYMENTS DUE HEREUNDER.

Assignment

Concurrently with the execution and delivery of the Master Financing Contract, the Corporation will grant, sell, assign, transfer and convey (i) all of its rights to receive the Installment Payments, and (ii) all of its remaining right, title and interest in, to and under the Master Financing Contract and the Agency Financing Contracts, and in and to the Property to the Fiscal Agent pursuant to the Master Assignment (Equipment) in consideration for the payment by the Fiscal Agent to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates. The State Treasurer, the State Agencies and the Corporation acknowledge and agree that such grant, sale, assignment, transfer and conveyance by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such grant, sale, assignment, transfer and conveyance, the Corporation shall cease to have any rights, duties or obligations under the Master Financing Contract or with respect to the Property, and the Fiscal Agent shall thereafter have all the rights, duties and obligations of the Corporation under the Master Financing Contract as if the Fiscal Agent had been the original party hereto, and every reference in the Master Financing Contract to the Corporation shall be deemed and construed to refer to the Fiscal Agent, except where the context otherwise requires. Anything in the Master Financing Contract to the contrary notwithstanding, such grant, sale, assignment, transfer and conveyance shall not confer any rights or impose any duties or obligations on the Fiscal Agent other than as expressly set forth in the Trust Agreement and in the Master Assignment (Equipment).

Optional Prepayment

The State may at its option, and shall upon the optional prepayment of Agency Installment Payments by any Agency pursuant to its Agency Financing Contract, prepay all or any portion of the Principal Components then unpaid, in whole or in part on any date on or after January 1, 2016, in Authorized Denominations from any source of available funds, at the times and at the Prepayment Price of 100 percent of the Principal Components prepaid, plus accrued interest, if any, evidenced and represented thereby to the Prepayment Date.

The State may at its option, and shall upon the optional prepayment of Agency Installment Payments by any Agency pursuant to its Agency Financing Contract, provide for the payment of all or any portion of the Installment Payments then unpaid, in whole or in part on any date, by causing to be deposited with the Fiscal Agent, as assignee of the Corporation, (i) moneys and/or Government Obligations in accordance with the Trust Agreement; and (ii) an Opinion of Counsel to the effect such actions are permitted under

the Master Financing Contract and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code.

Notice to Fiscal Agent

The State Treasurer shall provide the Fiscal Agent, as assignee of the Corporation, with not less than 45 days' prior written notice of its intention (i) to prepay any Principal Components, which notice shall specify the Prepayment Date, and the amount and the Principal Payment Dates of the Principal Components to be prepaid, and (ii) to provide for the payment of any Installment Payments pursuant to the Master Financing Contract.

Revision of Installment Payments upon Optional Prepayment

The Principal Components and Interest Components of the Installment Payments due on each Installment Payment Date on and after any Prepayment Date pursuant to the Master Financing Contract shall be reduced by the Fiscal Agent, as assignee of the Corporation, to reflect such prepayment, in Authorized Denominations, in such amounts and on such Installment Payment Dates as the State Treasurer shall elect in a written notice to the Fiscal Agent, as assignee of the Corporation; *provided*, that the aggregate reduction in such Principal Components shall be equal to the aggregate Principal Components prepaid by the State Treasurer; and *provided further*, that the reduction in Principal Components and Interest Components due on each Installment Payment Date shall be equal to the corresponding reduction in the Agency Installment Payments due on each Agency Installment Payment Date.

Discharge of Master Financing Contract

All right, title and interest of the Corporation in the Master Financing Contract and all obligations of the State under the Master Financing Contract shall cease, terminate, become void and be completely discharged and satisfied (except for the right of the Fiscal Agent, as assignee of the Corporation, and the obligation of the State to have the moneys and Government Obligations so set aside applied to make the remaining Installment Payments) when either:

(i) all Installment Payments and all Additional Costs and other amounts due under the Master Financing Contract have been paid in accordance therewith; or

(ii) (a) the State Treasurer shall have delivered a written notice to the Fiscal Agent, as assignee of the Corporation, of its intention to prepay all of the Installment Payments remaining unpaid;

(b) the State Treasurer shall cause to be deposited with the Fiscal Agent, as assignee of the Corporation, (1) moneys and/or Government Obligations in accordance with the Trust Agreement; and (2) an Opinion of Counsel to the effect that such actions are permitted under the Master Financing Contract and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and

(c) for so long as any Installment Payments remain unpaid, provision shall have been made satisfactory to the Corporation and the Fiscal Agent for payment of all Additional Costs, including but not limited to the fees and expenses of the Fiscal Agent.

Permitted Termination Event

Upon the occurrence of a Permitted Termination Event with respect to any State Agency Financing Addendum, the State Treasurer shall immediately deliver written notice thereof to the Corporation, which notice shall state the election not to appropriate the necessary funds or the Executive Order reduction in State funding as set forth in said State Agency Financing Addendum as the reason for cancellation

thereof. The State Treasurer shall, if practicable, request a supplemental appropriation in the event that an appropriation has not been made to the State Agency. In the event of an Executive Order reduction, the State Treasurer shall determine whether or not the Property and the obligations of the State Agency under the State Agency Financing Addendum may be transferred to the office of the State Treasurer or to another agency or department of the State authorized under the Act to enter into financing agreements. No Permitted Termination Event following an Executive Order reduction in funding shall be effective unless or until the State Treasurer has determined that neither the State Treasurer nor any other agency or department of the State authorized under the Act to enter into financing agreements is willing and able to assume the rights and obligations of the State Agency under the Master Financing Contract. The State Treasurer shall, at the beginning of the period for which funds have not been appropriated or for which funding has been reduced, return said Property to the Corporation for the account of the State and thereupon be released of its obligations to make payments in an amount equal to the then unpaid balance of Agency Installment Payments with respect to such Property; *provided*, that the State delivers such Property in good repair, working order and condition (ordinary wear and tear excepted) and its unencumbered title to the Corporation at a location in the United States designated by the Corporation as of the end of the last month for which funding has been provided or the end of the last month for which funding is available in the event of an Executive Order reduction in funding. Upon the occurrence and effectiveness of a Permitted Termination Event, the Corporation shall be entitled to retain for the benefit of the Owners of the Certificates all sums theretofore transmitted to the Fiscal Agent, as assignee of the Corporation, by the State Treasurer. The occurrence of a Permitted Termination Event with respect to one State Agency Financing Addendum shall not affect any rights, duties or obligations with respect to any other State Agency Financing Addendum with respect to which no Permitted Termination Event has occurred.

Covenants and Agreements of the State

Budget. The State Treasurer shall (i) include in its biennial budget all scheduled Local Agency Installment Payments due during such Biennium; (ii) submit such budget to OFM at such times and in such manner as required by law; (iii) use its best efforts to obtain appropriations by the State Legislature in amounts sufficient to make any such payments; (iv) include all such payments in its statements of proposed expenditures for each fiscal period required by law to be submitted to OFM; and (v) use its best efforts to obtain allotments by OFM of appropriated funds sufficient to make all such payments.

Agency Financing Contracts. Concurrently with the execution and delivery of the Master Financing Contract, the State Treasurer shall enter into a Local Agency Financing Contract with each Local Agency set forth in Exhibit B to the Master Financing Contract with respect to the acquisition of the item or items of Property set forth in the Master Financing Contract substantially in the form set forth in Exhibit C to the Master Financing Contract. Concurrently with the execution and delivery of the Master Financing Contract, the State Treasurer shall also enter into a State Agency Financing Addendum with each State Agency set forth in Exhibit B to the Master Financing Contract with respect to the acquisition of the item or items of Property set forth tin the Master Financing Contract substantially in the form set forth in Exhibit D to the Master Financing Contract. Each State Agency Financing Addendum shall constitute a part of the Master Financing Contract.

Tax-Exemption. The State shall not make any use of the proceeds of the Master Financing Contract or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. The State shall not use or permit the use of the Property or any part thereof by any Person other than a "governmental unit" as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Installment

Payments under Section 103 of the Code. The State shall not make any use of the proceeds of this Master Agency Financing Contract or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or "private activity bonds" within the meaning of Section 141 of the Code, or "hedge bonds" within the meaning of Section 149 of the Code. To that end, for so long as any Installment Payments remain unpaid, the State, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated under the Master Financing Contract. The State will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Installment Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no action that would result in such interest being so included. The State shall comply with the provisions of the Tax Certificate and Agreement.

The State Treasurer shall establish and maintain a separate account designated as the "State of Washington Certificates of Participation, Series 2005F Rebate Fund" (the "Rebate Fund"). The State shall deposit in the Rebate Fund the Rebate Requirement as provided in the Tax Certificate. Subject to the other provisions of this subsection, moneys held in the Rebate Fund are pledged to secure the rebate payments to the United States, and the State, the Agencies, the Corporation, the Fiscal Agent and the Owners shall have no rights in or claim to such moneys.

Without limiting the generality of the foregoing, the State agrees that there shall be paid from time to time all amounts required to be rebated to the United States pursuant to Section 148(f) of the Code. This covenant shall survive the discharge of the Master Financing Contract and the payment in full or defeasance of the Certificates. The State specifically covenants to pay or cause to be paid to the United States at the times and in the amounts determined under this subsection, the Rebate Requirement as provided by the Tax Certificate.

Notwithstanding any provision of this subsection, if the State shall provide to the Fiscal Agent an Opinion of Counsel to the effect that any specified action required under this subsection is no longer required or that some further or different action is required to maintain the tax-exempt status of interest evidenced and represented by the Certificates, the Fiscal Agent may conclusively rely on such opinion, and the covenants of the State under the Master Financing Contract shall be deemed to be modified to that extent.

Duties Imposed by Law. To the extent permitted by law, the covenants, agreements and other obligations on the part of the State contained in the Master Financing Contract shall be deemed and construed to be ministerial and non-discretionary duties imposed by law, and it shall be the duty of the State and each and every public official to take such actions and to do such things as are required by law in the performance of the official duties of such officials to enable the State to observe and perform the covenants, agreements, terms, conditions and other obligations contained in the Master Financing Contract and in the other Series 2005F Agreements to which the State is a party to be observed and performed by the State.

Liens. The State shall not create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except the rights of the Corporation and the respective Agencies as provided in the Master Financing Contract and in the Agency Financing Contracts. The State shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The State shall not (and shall not permit any Agency) to grant, sell, transfer, assign, pledge, convey or otherwise dispose of any of the Property other than to the respective Agencies pursuant to the Agency Financing

Contracts or as otherwise provided in the Master Financing Contract, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void.

Performance. The State shall punctually pay the Installment Payments in strict conformity with the terms and provisions of the Master Financing Contract, and will faithfully observe and perform all the covenants, agreements, terms, conditions and other obligations contained in the Master Financing Contract required to be observed and performed by the State. Except for Permitted Termination Events, the State will not suffer or permit any default to occur under the Master Financing Contract, or do or permit anything to be done, or omit or refrain from doing anything, in any case where any such act done or permitted, or any such omission or refraining from doing anything, would or might be grounds for acceleration or termination of the Master Financing Contract. Except for Permitted Termination Events, the State will not terminate the Master Financing Contract for any cause, including but not limited to any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Property, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of the State, or any failure by the Corporation to observe or perform any covenant, agreement, term, condition or other obligation contained in the Master Financing Contract required to be observed and performed by it, whether express or implied, or the bankruptcy, insolvency, liquidation or reorganization of the Corporation. The State assumes the entire risk of loss, from any and every cause whatsoever, to the Property.

Accounting Records and Report. The State Treasurer will keep or cause to be kept proper accounting records in which complete and correct entries shall be made of all transactions relating to the receipt, investment, deposit, application and disbursement of the Agency Installment Payments, and such accounting records shall be available for inspection by the Fiscal Agent, as assignee of the Corporation, or its agent duly authorized in writing at reasonable hours and under reasonable conditions.

Further Assurances. The State will preserve and protect the rights of the Corporation and the Fiscal Agent, as assignee of the Corporation, under the Master Financing Contract, and will warrant and defend such rights against all claims and demands of all Persons. The State will promptly execute, make and deliver any and all further assurances, instruments and agreements, and do or cause to be done such other and further things, as may be necessary or proper to carry out the intention or to facilitate the performance of the Master Financing Contract and for the better assuring and confirming to the Corporation the rights and benefits provided to it under the Master Financing Contract.

Disclosure Agreement. Concurrently with the execution and delivery of the Master Financing Contract, the State Treasurer will execute and deliver the Disclosure Agreement in order to assist the Underwriter in complying with the requirements under the Rule. The State Treasurer shall comply with the requirements of the Disclosure Agreement; *provided*, that failure to so comply shall not constitute a default under the Master Financing Contract.

Events of Default

Each of the following shall constitute an "Event of Default" under the Master Financing Contract:

(i) Failure by the State (other than as a result of a Permitted Termination Event) to pay or cause to be paid any Installment Payment required to be paid under the Master Financing Contract at the time set forth in the Master Financing Contract;

(ii) Failure by the State (other than as a result of a Permitted Termination Event) to observe or perform any covenant, agreement, term or condition on its part to be observed or performed under the Master Financing Contract, other than as set forth in paragraph (i), above, for a period of thirty (30) days after written notice from the Corporation, or from the Owners of not less than 25 percent in aggregate Principal Component evidenced and represented by the Certificates then

Outstanding, to the State Treasurer specifying such failure and requesting that it be remedied; provided, however, that such period shall be extended for not more than sixty (60) days if such failure cannot be corrected within such period, and corrective action is commenced by the State within such period and diligently pursued until the failure is corrected; and

(iii) The occurrence of an Agency Event of Default.

Notwithstanding the foregoing provisions of this Subheading, if by reason of *force majeure* the State is unable in whole or in part to carry out the covenants, agreements, terms and conditions on its part contained in the Master Financing Contract, the State shall not be deemed in default during the continuance of such inability. The term "*force majeure*" means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the State.

The Corporation may, at its election, waive any default or Event of Default and its consequences under the Master Financing Contract and annul any notice thereof by written notice to the State Treasurer to such effect, and thereupon the respective rights of the Parties under the Master Financing Contract shall be as they would have been if such default or Event of Default had not occurred.

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, A PERMITTED TERMINATION EVENT SHALL NOT CONSTITUTE AN EVENT OF DEFAULT UNDER THE MASTER FINANCING CONTRACT.

Remedies

Whenever an Event of Default under the Master Financing Contract shall have occurred and be continuing, the Corporation has the right, without any further demand or notice, to:

(i) take whatever action at law or in equity may appear necessary or desirable to collect the Installment Payments then due and thereafter becoming due, or to enforce the observance or performance of any covenant, agreement or obligation of the State under the Master Financing Contract;

(ii) by written notice to the State, request the State to (and the State agrees that it shall), at the State's expense, promptly return the item or items of Property with respect to which such default occurred in good condition (ordinary wear and tear excepted) to any location in the United States specified by the Corporation;

(iii) exercise all rights of a secured party under the State Uniform Commercial Code with respect to the item or items of Property with respect to which such default occurred; and

(iv) exercise any other rights or remedies it may have under the Master Financing Contract or under applicable law.

ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, IF THE EVENT OF DEFAULT CONSISTS OF AN AGENCY EVENT OF DEFAULT, THE REMEDIES OF THE CORPORATION SHALL BE LIMITED TO THOSE SET FORTH IN THE MASTER FINANCING CONTRACT AND THE RELATED AGENCY FINANCING CONTRACT, RESPECTIVELY.

No Remedy Exclusive; Non-Waiver

No remedy conferred upon or reserved to the Corporation under the Master Financing Contract or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Master Financing Contract or now or existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Event of Default under the Master Financing Contract shall impair any such right or remedy or shall be construed to be a waiver of such default or Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the Corporation under the Master Financing Contract, it shall not be necessary to give any notice, other than such notice as may be required under the Master Financing Contract. A waiver by the Corporation of any default or Event of Default under the Master Financing Contract shall not constitute a waiver of any subsequent default or Event of Default under the Master Financing Contract, and shall not affect or impair the rights or remedies of the Corporation in connection with any such subsequent default or Event of Default.

Term

The Master Financing Contract shall terminate on the date on which all amounts due under the Master Financing Contract shall have been paid or the payment thereof duly provided for pursuant to the Master Financing Contract.

TRUST AGREEMENT

Project Fund

The State Treasurer shall establish and maintain the Project Fund as agent for the Corporation. The moneys in the Project Fund shall be held by the State Treasurer in trust for the benefit of the Owners and applied to the payment of the Project Costs (including reimbursement to the Corporation, or to the State Treasurer or any Agency, in its capacity as agent of the Corporation, for any such costs theretofore paid by such Party), including but not limited to the Costs of Issuance. Moneys in the Project Fund shall be invested by the State Treasurer in Qualified Investments. Disbursements by the State Treasurer from the Project Fund to pay or reimburse the Project Costs of the related Property or the Projects to be acquired, constructed, financed or refinanced by each Agency shall not exceed the amount in the Project Fund allocable to such Agency, as determined by the State Treasurer. When the Projects and the related Property have been acquired, constructed, financed, or refinanced and all of the Project Costs and Costs of Issuance have been paid, the State Treasurer shall transfer any remaining balance in the Project Fund to the Agency Rent Payment Fund.

Acquisition Fund

The State Treasurer shall establish and maintain the "State of Washington Certificates of Participation, Series 2005F Acquisition Fund" (the "Acquisition Fund"), as agent for the Corporation. The moneys in the Acquisition Fund shall be held by the State Treasurer in trust for the benefit of the Owners and applied to the payment of the Acquisition Costs of the Property described in the Master Financing Contract (including reimbursement to the Corporation, or to the State Treasurer or any Agency in its capacity as agent of the Corporation, for any such costs theretofore paid by such Party), including but not limited to the Costs of Issuance. Moneys in the Acquisition Fund shall be invested by the State Treasurer in Qualified Investments. Disbursements by the State Treasurer from the Acquisition Fund to pay or reimburse the Acquisition Costs of Property to be acquired by each Agency shall not exceed the amount in the Acquisition Fund allocable to such Agency, as determined by the State Treasurer. When the

Property has been acquired or refinanced and all of the Acquisition Costs and Costs of Issuance have been paid, the State Treasurer shall transfer any remaining balance in the Acquisition Fund to the Agency Installment Payment Fund.

State Payments; Funds and Accounts; Investments

State Payments Held in Trust. The State Payments are irrevocably pledged and shall be applied to pay the Principal Component and Interest Component evidenced and represented by the Certificates when due, and shall not be used or applied for any other purpose while any of the Certificates remain Outstanding. The pledge shall constitute a first and exclusive lien on and security interest in the State Payments for the benefit of the Owners of the Certificates.

All State Payments shall be paid directly by the State Treasurer to the Fiscal Agent, as assignee of the Corporation, and if received by the Corporation at any time shall be deposited by the Corporation with the Fiscal Agent within one (1) Business Day after the receipt thereof. All State Payments shall be immediately deposited by the Fiscal Agent in the appropriate funds provided in the Trust Agreement, whereupon they shall be applied immediately to the payment or prepayment, as appropriate, of Certificates except as otherwise expressly provided in the Trust Agreement, but if for any reason not so applied, held in trust by the Fiscal Agent in such fund for the benefit of the Owners from time to time.

Deposit of State Payments. The Fiscal Agent agrees to establish, maintain and hold in trust the Certificate Fund for so long as any Certificates remain Outstanding. The Fiscal Agent shall deposit all State Payments, including prepayments, in the following Accounts within the Certificate Fund, each of which the Fiscal Agent agrees to establish and maintain, at the times, in the manner and in the order of priority as set forth below, and the moneys in each of such Accounts shall be disbursed only for the purposes and uses authorized.

(i) *Interest Account*. On each Interest Payment Date, the Fiscal Agent shall deposit in the Interest Account that amount of moneys evidencing the Interest Components due on such Interest Payment Date. Moneys in the Interest Account shall be withdrawn and used by the Fiscal Agent solely for the purpose of paying the interest evidenced and represented by the Certificates due and payable on such Interest Payment Date.

(ii) *Principal Account*. On each Principal Payment Date, the Fiscal Agent shall deposit in the Principal Account that amount of moneys evidencing the Principal Components due on such Principal Payment Date. Moneys in the Principal Account shall be withdrawn and used by the Fiscal Agent solely for the purpose of paying the principal evidenced and represented by the Certificates due and payable on such Principal Payment Date.

(iii) *Prepayment Account*. On each date on which the State Treasurer makes a prepayment of Principal Components at the Prepayment Price therefor (and related payments of Interest Components, if any) pursuant to Master Financing Agreements, the Fiscal Agent shall deposit in the Prepayment Account the amount of such prepayment and related payments. Moneys in the Prepayment Account shall be withdrawn and used by the Fiscal Agent solely for the purpose of paying the Prepayment Price evidenced and represented by Certificates prepaid on such date pursuant to the Trust Agreement and the accrued interest, if any, evidenced and represented by the Certificates so prepaid.

Application of Insurance Proceeds and Eminent Domain Awards. The proceeds of any casualty insurance with respect to any of the Property, if received by the State or any Agency, shall immediately be paid to the Fiscal Agent. Within ninety (90) days of payment of such proceeds to the Fiscal Agent, the respective Agency shall notify the Fiscal Agent in writing as to whether it elects to repair or replace such

Property. In the event that the Agency elects to repair or replace such Property, such amounts shall be disbursed by the Fiscal Agent to pay the costs of such repair or replacement. In the event that the Agency elects not to repair or replace the property damaged, destroyed or taken, the Fiscal Agent shall transfer all such amounts to the Prepayment Account and apply such amounts to the prepayment of Outstanding Certificates pursuant to the Trust Agreement at the earliest possible Prepayment Date. Any eminent domain award, the proceeds of any sale under threat of condemnation, and the net proceeds of any title insurance in connection with a loss of title with respect to any Property, if received by the State or any Agency, shall immediately be paid to the Fiscal Agent. The Fiscal Agent shall transfer all such amounts to the Prepayment Account and apply such amounts to the prepayment of Outstanding Certificates pursuant to the Trust Agreement at the earliest possible Prepayment Date. To the extent that such amounts are not sufficient, in whole or in part, to prepay Principal Components evidenced and represented by the Certificates in Authorized Denominations, such amounts shall be applied to provide for the payment thereof pursuant to the Trust Agreement.

Investment of Moneys. All moneys in any of the funds or accounts established and maintained by the Fiscal Agent pursuant to the Trust Agreement shall be invested by the Fiscal Agent, at the written direction of the State Treasurer, solely in Qualified Investments. The written investment instruction to the Fiscal Agent shall contain a statement that such investments are Qualified Investments as required by the Trust Agreement. In the absence of written investment instructions directing the Fiscal Agent by noon of the Business Day preceding the day when investments are to be made, the Fiscal Agent is directed to invest available funds in Qualified Investments described in the Trust Agreement, until such written instruction is received by the Fiscal Agent.

Qualified Investments may be purchased at such prices as the Fiscal Agent may in its discretion determine or as may be directed by the State Treasurer. All investment instructions to the Fiscal Agent shall be subject to the limitations set forth in the Trust Agreement and such additional limitations or requirements consistent with the foregoing as may be established by the State Treasurer.

Moneys in all funds and accounts maintained by the Fiscal Agent shall be invested in Qualified Investments maturing not later than the date on which such moneys will be required for the purposes specified in the Trust Agreement. Notwithstanding any provisions in the Trust Agreement to the Contrary, any moneys held for the payment of Certificates pursuant to the Trust Agreement, shall be invested only at the written direction of the State Treasurer and only in Government Obligations (or in shares of a taxable government money market fund restricted to Government Obligations rated in the highest rating category applicable to such funds by at least one Rating Agency) which mature not later than the date on which it is estimated that such moneys will be required to pay such Certificates (but in any event maturing in not more than thirty (30) days).

All interest, profits and other income received from the investment of moneys in any fund or account established pursuant to the Trust Agreement shall be deposited in the fund or account which gave rise to the investment earnings. For the purpose of determining the amount in any fund or account, all Qualified Investments credited to such fund or account shall be valued at the lesser of cost or par value.

Subject to any written instruction from the State Treasurer pursuant to the Trust Agreement, moneys in any and all funds and accounts may be commingled for investment purposes; *provided*, that the Fiscal Agent shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in the Trust Agreement. The Fiscal Agent and its affiliates may act as principal or agent in the making or disposing of any investment. The Fiscal Agent may sell or present for redemption any Qualified Investments so purchased whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such Qualified Investment is credited, and the Fiscal Agent shall not be liable or

responsible for any loss resulting from such investment or disposition. The Fiscal Agent and its affiliates may act as sponsor, advisor or depository with regard to any Qualified Investments.

Non-Presentment of Certificates. In the event that any Certificates shall not be presented for payment when the principal or Prepayment Price evidenced and represented thereby becomes due, either at a Principal Payment Date, Prepayment Date or otherwise, if moneys sufficient to pay such principal or Prepayment Price shall have been deposited in the Principal Account or the Prepayment Account, as applicable, all liability of the Fiscal Agent and the State to the Owner thereof for payment with respect to such Certificate shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Fiscal Agent to hold such moneys (subject to the Trust Agreement), without liability for interest thereon, for the benefit of the Owner of such Certificate who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under the Trust Agreement or on or with respect to such Certificate.

Repayment to State Treasurer. When there are no longer any Certificates Outstanding, and all fees, charges and expenses of the Fiscal Agent and any Paying Agents have been paid or provided for, and all expenses of the Corporation and the State Treasurer relating to the Master Financing Agreements and the Trust Agreement have been paid or provided for, and all other amounts payable under the Trust Agreement and under the Master Financing Agreements have been paid, and the Trust Agreement has been discharged and satisfied, the Fiscal Agent shall pay to the State Treasurer any amounts remaining in any fund or account established and held under the Trust Agreement.

Covenants of the Corporation, the State and the Fiscal Agent

Compliance with Trust Agreement. The Fiscal Agent will not execute or deliver any Certificates in any manner other than in accordance with the provisions of the Trust Agreement. The Corporation, the State and the Fiscal Agent will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms of the Trust Agreement required to be complied with, kept, observed and performed by each of them.

Compliance with and Amendment of the Master Financing Agreements. The Corporation, the State and the Fiscal Agent, as assignee of the Corporation, will faithfully comply with, keep, observe and perform all the agreements, conditions, covenants and terms contained in the Master Financing Agreements required to be complied with, kept, observed and performed by each of them, and the Fiscal Agent will, to the extent required under the Trust Agreement, enforce such agreement against the State in accordance with its terms.

The State will not alter, amend or modify the Master Financing Agreements without the prior written consent of the Fiscal Agent. Such consent of the Fiscal Agent shall be given only (i) if the Fiscal Agent receives an Opinion of Counsel to the effect that such alterations, amendments or modifications will not have a material adverse effect on the interests of the Owners of the Certificates, or (ii) if the Fiscal Agent first obtains the written consent of the Owners of a majority in aggregate Principal Component evidenced and represented by the Certificates then Outstanding to such alterations, amendments or modifications; *provided*, that no such alteration, amendment or modification shall reduce the amount or extend the time for payment of any State Payment without the prior written consent of the Owners of the Certificates evidencing and representing any portion thereof.

Other Liens. So long as any Certificates are Outstanding, the Corporation, the State and the Fiscal Agent will not create or suffer to be created any pledge of, lien on or security interest in the State Payments other than the pledge and lien of the Trust Agreement and security interest under the Trust Agreement.

Prosecution and Defense of Suits. The State will defend against every action, suit or other proceeding at any time brought against the Corporation, the Fiscal Agent or any Owner upon any claim arising out of the receipt, deposit or disbursement of any of the State Payments or involving the rights or obligations of the Corporation, the Fiscal Agent or any Owner under the Trust Agreement; provided, however, that the Corporation, the Fiscal Agent or any Owner, at its election and at its sole cost and expense, may appear in and defend any such action, suit or other proceeding.

Accounting Records and Statements. The Fiscal Agent will keep proper accounting records in accordance with corporate trust accounting standards in which complete and correct entries shall be made of all transactions relating to the receipt, investment, deposit, application and disbursement of the State Payments, and such accounting records shall be available for inspection by the State Treasurer or any Owner or agent duly authorized in writing at reasonable hours and under reasonable conditions. Not later than December 1 in each year, commencing on December 1, 2006, and continuing for so long as any Certificates are Outstanding, the Fiscal Agent will furnish, or cause to be furnished to the State Treasurer and any Owner who may so request (at the expense of such Owner) a complete statement covering the receipts, investment, deposits, application and disbursements of the State Payments for the twelve-month period ending on the preceding July 1.

Such records shall specify the fund or account to which each investment (or portion thereof) held pursuant to the Trust Agreement is to be allocated and shall set forth, in the case of each Qualified Investment, (i) its purchase price, (ii) identifying information, including par amount, coupon rate, and payment dates, (iii) the amount received at maturity or its sale price, as the case may be, (iv) the amounts and dates of any payments made with respect thereto, and (v) such other documentation as is required by the State Treasurer in writing.

Recording and Filing. The Fiscal Agent, upon receipt of a Written Request of the State Treasurer, shall file, record, register, renew, refile and rerecord all such documents, including but not limited to the Site Leases**,** the Master Financing Agreements, the Agency Financing Agreements, the Master Assignments, the Master Assignment (Real Property), and the Master Assignment (Equipment), as may be required by law in order to maintain a security interest in the State Payments, all in such manner, at such times and in such places as may be required and to the extent permitted by law in order to fully perfect, preserve and protect the security of the Owners and the rights and interests of the Fiscal Agent; *provided*, *however*, that the Fiscal Agent will not be required to execute a special or general consent to service of process, or to qualify as a foreign corporation in connection with any such filing, recording, registration, refiling or rerecording in any jurisdiction in which it is not now so subject.

Further Assurances. Whenever and so often as requested to do so by the Fiscal Agent or any Owner, the Corporation and the State Treasurer will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments and promptly do or cause to be done all such other and further things as may be necessary or desirable in order to further and more fully vest in the Fiscal Agent and the Owners all advantages, benefits, interests, powers, privileges and rights conferred upon them and by the Master Financing Agreements.

Events Of Default; Remedies

Events of Default; Remedies; Waiver. If an Event of Default shall occur and be continuing, then such Event of Default shall constitute a default under the Trust Agreement, and in each and every such case during the continuance of such Event of Default, the Fiscal Agent may, and upon the written request of the Owners of not less than a majority in aggregate Principal Component evidenced and represented by the Certificates then Outstanding and receipt of indemnity satisfactory to it shall, exercise the remedies provided to the Corporation and the Fiscal Agent, as assignee of the Corporation, under the Trust Agreement and under the Master Financing Agreements.

The Fiscal Agent may, in its discretion, waive any default or Event of Default and its consequences under the Trust Agreement and annul any notice thereof by written notice to the State Treasurer to such effect, and thereupon the respective rights of the Parties under the Trust Agreement shall be as they would have been if such default or Event of Default had not occurred.

Other Remedies of the Fiscal Agent. The Fiscal Agent may, and upon the written request of the Owners of not less than a majority in aggregate Principal Component evidenced and represented by the Certificates then Outstanding and receipt of indemnity satisfactory to it, shall:

(i) by mandamus or other action or proceeding or suit, action or proceeding at law or in equity enforce its rights against the State or any Agency or any officer or employee thereof, and to compel the State or any such Agency or any such officer or employee to perform or carry out its duties under law and the agreements and covenants required to be performed by it or him or her contained in the Trust Agreement and in the Master Financing Agreements;

(ii) by suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Fiscal Agent; or

(iii) by suit in equity upon the happening of any default under the Trust Agreement to require the State or any Agency and its officers and employees to account as the trustee of an express trust.

Application of Moneys. If an Event of Default shall have occurred and be continuing, all moneys received by the Fiscal Agent shall be applied, first, to the payment of the reasonable costs and expenses incurred by the Fiscal Agent and the Owners to declare such default (including but not limited to the reasonable fees and expenses of their counsel and agents); second, to the payment of the Interest Components evidenced and represented by the Certificates accrued to the date of application thereof *pro rata* among the Owners entitled thereto; third, to the payment of the Principal Components evidenced and represented by the Certificates and the Prepayment Price, if any, then due under the Trust Agreement *pro rata* among the Owners entitled thereto; and fourth, when no Certificates remain Outstanding, to pay or reimburse the State for its costs and expenses, including reasonable attorneys' fees, incurred in connection with the Certificates, the Master Financing Agreements, the Agency Financing Agreements, and the Trust Agreement.

Non-Waiver. A waiver of any default or breach of duty or contract by the Fiscal Agent shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by the Fiscal Agent to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Fiscal Agent by law or by such article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Fiscal Agent.

If any action, proceeding or suit to enforce any right or to exercise any remedy is abandoned or determined adversely to the Fiscal Agent, the Fiscal Agent, the Corporation and the State Treasurer shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

Remedies Not Exclusive. No remedy in the Trust Agreement conferred upon or reserved to the Fiscal Agent is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given under the Trust Agreement or now or existing in law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by any law.

Fiscal Agent May Enforce Claims Without Possession of Certificates. All rights of action and claims under the Trust Agreement or the Certificates may be prosecuted and enforced by the Fiscal Agent without the possession of any of the Certificates or the production thereof in any proceeding relating thereto, and any such proceeding instituted by the Fiscal Agent shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Fiscal Agent, its agents and counsel, be for the ratable benefit of the Owners of the Certificates in respect of which such judgment has been recovered.

Limitation on Actions by Owners. The Owners of not less than a majority in aggregate Principal Component evidenced and represented by the Certificates then Outstanding shall have the right to direct the method and place of conducting any proceeding or remedy available to the Fiscal Agent, or exercising any trust or power conferred on the Fiscal Agent, under the Trust Agreement or under the Master Financing Agreements in connection with the enforcement of the covenants, agreement, terms, and conditions of the Trust Agreement and thereof; *provided*, that any such direction shall not be contrary to law, the Trust Agreement or the applicable Master Financing Agreements, and is not unduly prejudicial to the interest of the Owners not joining in such direction; and *provided further*, that the Fiscal Agent may take any other action which it deems necessary or appropriate and not inconsistent with such direction.

No Owner shall have the right to institute any action, suit or proceeding for the enforcement of the Trust Agreement or of the Master Financing Agreements, or to pursue any remedy available under the Trust Agreement or under such Master Financing Agreements, unless:

(i) the Fiscal Agent shall have been given written notice of an Event of Default by such Owner;

(ii) the Owners of at least a majority in aggregate Principal Component evidenced and represented by the Certificates then Outstanding respecting which there has been an Event of Default shall have requested the Trustee, in writing, to exercise the powers granted by the Trust Agreement or the Master Financing Agreements, or to institute such action, suit or proceeding, or to pursue such remedy in it or their name or names;

(iii) the Fiscal Agent shall have been offered indemnity satisfactory to it against its costs, expenses and liabilities in connection therewith; and

(iv) the Fiscal Agent shall have failed to comply with such request within sixty (60) days, or such shorter period as shall be reasonable under the circumstances.

No Liability by the Corporation to the Owners. Except for the observance and performance of the agreements and covenants required to be observed and performed by it contained in the Trust Agreement, the Corporation shall not have any obligation or liability to the Owners with respect to the Trust Agreement, or the payment when due of the State Payments by the State, or with respect to the observance or performance by the State of the other agreements and covenants required to be observed and performed by the State contained in the Master Financing Agreements or in the Trust Agreement, or with respect to preparation, execution, delivery, or transfer of the Certificates or the disbursement of the State Payments by the Fiscal Agent to the Owners, or with respect to the observance or performance by the Fiscal Agent of any agreements, covenants, terms or obligations required to be performed or observed by it contained in the Trust Agreement.

No Liability by the State to the Owners. Except for the payment when due of the State Payments and the observance and performance of the other agreements and covenants required to be observed and performed by it contained in the Master Financing Agreements and in the Trust Agreement, the State shall not have any obligation or liability to the Owners with respect to the Trust Agreement, or the preparation, execution, delivery or transfer of the Certificates or the disbursement of the State Payments

by the Fiscal Agent to the Owners, or with respect to the observance or performance by the Fiscal Agent of any agreements, covenants, terms or obligations required to be observed or performed by it contained in the Trust Agreement.

No Liability by the Fiscal Agent to the Owners. Except as expressly provided in the Trust Agreement, the Fiscal Agent shall not have any obligation or liability to the Owners with respect to the payment when due of the State Payments by the State, with respect to the observance or performance by the State of the other agreements and covenants required to be observed and performed by it contained in the Master Financing Agreements or in the Trust Agreement or with respect to the observance or performance by the Corporation of the agreements and covenants required to be observed and performed by it contained in the Trust Agreement.

Amendment or Supplement of Trust Agreement

Amendment or Supplement; Consents. The Trust Agreement and the rights and obligations of the State, the Owners, the Fiscal Agent or any Paying Agent under the Trust Agreement may be amended or supplemented at any time as provided in the Appendix of the Trust Agreement. No such amendment or supplement shall:

(i) extend the stated Principal Payment Date of any Certificate, or reduce the rate of interest evidenced and represented thereby, or extend the time of payment of such interest, or reduce the amount of the Principal Component evidenced and represented thereby, or reduce any Prepayment Price evidenced and represented thereby, without the prior written consent of the Owner of the Certificate so affected; or

(ii) reduce the percentage of Owners whose consent is required for the execution of any amendment of the Trust Agreement or supplement hereto; or

(iii) modify any of the rights or obligations of the Fiscal Agent or any Paying Agent without its prior written consent thereto.

Disqualified Certificates. Certificates owned or held by or for the account of the State (but excluding Certificates held in any pension or retirement fund of the State) or any Agency shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Certificates provided in the Trust Agreement, and shall not be entitled to consent to or take any other action provided in the Trust Agreement, and the Fiscal Agent may adopt appropriate regulations to require each Owner, before consent provided for in the Trust Agreement shall be deemed effective, to reveal if the Certificates as to which such consent is given are disqualified as provided in the Trust Agreement.

Endorsement or Replacement of Certificates After Amendment or Supplement. After the effective date of any action taken as provided above, the Fiscal Agent may determine that the Certificates may bear a notation by endorsement in a form approved by the Fiscal Agent as to such action, and in that case upon demand of the Owner of any Outstanding Certificate and presentation of such Owner's Certificate for such purpose at the Principal Office of the Fiscal Agent a suitable notation as to such action shall be made on such Certificate. If the Fiscal Agent shall so determine, new Certificates so modified as in the opinion of the Fiscal Agent shall be necessary to conform to such action shall be prepared, and in that case upon demand of the Owner of any Outstanding Certificates such new Certificates shall be exchanged at the Principal Office of the Fiscal Agent without cost to each Owner for Certificates then Outstanding upon surrender of such Outstanding Certificates.

Amendment by Mutual Consent. The amendment provisions of the Trust Agreement shall not prevent any Owner from accepting any amendment to the particular Certificates held by it; *provided*, that due notation thereof is made on such Certificates.

Defeasance of Certificates; Discharge of Trust Agreement

Discharge of Trust Agreement. When the obligations of the State under the Master Financing Agreements shall cease (except for the right of the Fiscal Agent and the obligation of the State to have the money and Qualified Investments referenced therein applied to the payment of State Payments as therein set forth), then and in that case the obligations created by the Trust Agreement shall thereupon cease, terminate, become void and be completely discharged except for the right of the Owners and the obligation of the Fiscal Agent to apply such moneys and Qualified Investments to the payment of the Certificates as in the Trust Agreement set forth and the right of the Fiscal Agent to collect any fees or expenses due under the Trust Agreement. The Fiscal Agent shall turn over to the State Treasurer, as an overpayment of State Payments, any surplus in the Certificate Fund and all balances remaining in any other funds or accounts other than moneys and Qualified Investments held for the payment of the Certificates on the Principal Payment Dates or Prepayment Dates thereof, which moneys and Qualified Investments shall continue to be held by the Fiscal Agent in trust for the benefit of the Owners and shall be applied by the Fiscal Agent to the payment, when due, of the principal, Prepayment Price and interest evidenced and represented by the Certificates, and after such payment, the Trust Agreement shall become void. The Fiscal Agent shall thereafter execute and deliver to the State such other documents and instruments as may be necessary or desirable to evidence such discharge and satisfaction of the Trust Agreement.

Defeasance of Certificates. Any Outstanding Certificates shall be deemed to have been paid with the meaning and effect expressed in the immediately preceding paragraph if there shall be irrevocably deposited and held in trust by the Fiscal Agent moneys or Qualified Investments in the amount necessary to pay or prepay the principal or Prepayment Price and interest evidenced and represented thereby as provided in the Trust Agreement.

If moneys or Qualified Investments are deposited with and held by the Fiscal Agent as thereinabove provided, the Fiscal Agent shall within thirty (30) days after such moneys or Qualified Investments shall have been deposited with it, mail a notice, first class postage prepaid, to the Owners of the Certificates that have been defeased at the addresses listed on the registration books kept by the Fiscal Agent pursuant to the Trust Agreement, setting forth (i) the date or dates fixed for payment or prepayment of the Certificates, (ii) a description of the moneys or Qualified Investments so held by it, and (iii) that such Certificates have been defeased and are no longer deemed to be Outstanding under the Trust Agreement, and/or that the Trust Agreement has been released and discharged in accordance with the provisions of the Trust Agreement.

Deposit of Money or Securities with Fiscal Agent. Whenever in the Trust Agreement or the Master Financing Agreements it is provided or permitted that there be deposited with or held in trust by the Fiscal Agent money or securities (certified to be sufficient by a report of an independent certified public accountant or firm of accountants, or an independent financial advisor or consultant or firm of such advisors or consultants) in the necessary amount to pay or prepay the principal and interest evidenced and represented by all or a portion of the Certificates, the money or securities to be so deposited or held may include money or securities held by the Fiscal Agent in the funds and accounts established pursuant to the Trust Agreement and shall be:

(i) lawful money of the United States of America in an amount equal to the principal amount evidenced and represented by such Certificates and all unpaid interest evidenced and represented thereby to the respective Principal Payment Dates thereof, except that, in the case of Certificates which are to be prepaid prior to their respective Principal Payment Dates and in respect of which notice of such prepayment shall have been given as in the Trust Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, the amount to

be deposited or held shall be the Prepayment Price plus accrued interest to such date of prepayment, if any, evidenced and represented by such Certificates; or

(ii) Government Obligations, the principal of and interest on which when due will provide money sufficient, without reinvestment, to pay the principal or Prepayment Price, and accrued interest to the Principal Payment Date or to the Prepayment Date, as the case may be, evidenced and represented by the Certificates to be paid or prepaid, as such amounts become due; *provided* that, in the case of Certificates which are to be prepaid prior to the Principal Payment Date thereof, notice of such prepayment shall have been given as in the Trust Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice;

further provided, in each case, that the Fiscal Agent shall have been irrevocably instructed (by the terms of the Trust Agreement and the Master Financing Agreements or by Written Request of the State Treasurer) to apply such money to the payment of such principal, Prepayment Price and interest, if any, evidenced and represented by such Certificates.

Unclaimed Moneys. Any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal, Prepayment Price or interest evidenced and represented by any of the Certificates which remain unclaimed for two (2) years after the date when the principal, Prepayment Price or interest evidenced and represented by such Certificates have become payable, shall at the Written Request of the State Treasurer be repaid by the Fiscal Agent to the State Treasurer as its property free from trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the State Treasurer for the payment of the principal, Prepayment Price or interest evidenced and represented by such Certificates.

Miscellaneous

Funds and Accounts. Any fund required to be established and maintained in the Trust Agreement by the Fiscal Agent or the State Treasurer may be established and maintained in the accounting records of the Fiscal Agent or the State Treasurer, respectively, either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof, and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such funds shall at all times be maintained in accordance with prudent accounting practice and with due regard for the protection of the security of the Certificates and the right of the Owners.

Notices to Rating Agencies. The Fiscal Agent shall provide to each Rating Agency then rating the Certificates prompt written notice of (i) the appointment of any successor Fiscal Agent or Paying Agent; (ii) any material amendment to the Trust Agreement or the Master Financing Agreements; (iii) any prepayment of the Certificates; and (iv) any defeasance or discharge of the Certificates or the Trust Agreement.

MASTER ASSIGNMENT (REAL PROPERTY)

Assignment

The Corporation unconditionally grants, sells, assigns, transfers and conveys to the Fiscal Agent without recourse (i) all of its rights to the Sites pursuant to the Site Leases; (ii) all of its rights to receive the Base Rent Payments and any Additional Rent under and pursuant to the Master Financing Lease; (iii) its right to take all actions, exercise all remedies, and give all consents under and pursuant to the Site Leases and the Master Financing Lease; (iv) all of its remaining right, title and interest in, to and under the Site Leases, the Master Financing Lease, the Financing Leases and in and to the Property and any rents or

profits generated therefrom; and (v) its right of access more particularly described in the Master Financing Lease.

Acceptance

The Fiscal Agent accepts the grant, sale, assignment, transfer and conveyance for the benefit of the Owners of the Certificates, subject to the conditions and terms of the Trust Agreement, and all such Base Rent Payments and Additional Rent shall be applied and all of such right, title and interest shall be exercised by the Fiscal Agent as provided in the Trust Agreement. The Fiscal Agent agrees to keep, perform and observe all of the terms, conditions, covenants and agreements under the Site Leases and the Master Financing Lease from and after the Dated Date.

Acknowledgement

The Fiscal Agent and the Corporation acknowledge and agree that:

(i) such grant, sale, assignment, transfer and conveyance by the Corporation is intended to be a true sale of the Corporation's right, title and interest in, to and under the Site Leases, the Master Financing Lease and in and to the Property;

(ii) the Corporation shall cease to have any rights, duties or obligations under the Site Leases, the Master Financing Lease or with respect to the Property;

(iii) the Fiscal Agent shall have all the rights, duties and obligations of the Corporation thereunder as if the Fiscal Agent had been the original party thereto; and

(iv) except where the context otherwise requires, every reference in the Site Leases and the Master Financing Lease to the Corporation shall be deemed and construed to refer to the Fiscal Agent.

MASTER ASSIGNMENT (EQUIPMENT)

Assignment

The Corporation unconditionally grants, sells, assigns, transfers and conveys to the Fiscal Agent without recourse (i) all of its rights to receive the Installment Payments under and pursuant to the Master Financing Contract, and (ii) all of its remaining right, title and interest in, to and under the Master Financing Contract, the Agency Financing Contracts, and in and to the Property (including any security interest therein), including but not limited to its right to take all actions and exercise all remedies under and pursuant to the Master Financing Contract.

Acceptance

The Fiscal Agent accepts the grant, sale, assignment, transfer and conveyance for the benefit of the Owners of the Certificates, subject to the conditions and terms of the Trust Agreement, and all such Installment Payments shall be applied and all of such right, title and interest shall be exercised by the Fiscal Agent as provided in the Trust Agreement. The Fiscal Agent agrees to keep, perform and observe all of the terms, conditions, covenants and agreements under the Master Financing Contract from and after the Dated Date.

Acknowledgement

The Fiscal Agent and the Corporation acknowledge and agree that:

(i) such grant, sale, assignment, transfer and conveyance by the Corporation is intended to be a true sale of the Corporation's right, title and interest in, to and under the Master Financing Contract and in and to the Property;

(ii) the Corporation shall cease to have any rights, duties or obligations under the Master Financing Contract or with respect to the Property;

(iii) the Fiscal Agent shall have all the rights, duties and obligations of the Corporation thereunder as if the Fiscal Agent had been the original party thereto; and

(iv) every reference in the Master Financing Contract to the Corporation shall be deemed and construed to refer to the Fiscal Agent, except where the context otherwise requires.

SITE LEASES

Lease of the Site; Ownership

Under each Site Lease, the Agency leases to the Corporation and the Corporation hires from the Agency, the real property and all improvements thereon described the Site Lease, subject to all easements, covenants, conditions and restrictions existing as of the Dated Date. Under each Site Lease, the Agency represents and warrants that it is the owner in fee of the Site, subject only to Permitted Encumbrances.

Term

The term of each Site Lease commences on the Dated Date, and ends on the termination date of the related Financing Lease, unless such term is extended or sooner terminated. If on such date, the Financing Lease shall not be discharged by its terms, then the term of the Site Lease shall be extended until ten (10) days after all amounts due under the Financing Lease shall have been paid and the Financing Lease shall have been discharged by its terms, except that the term of the Site Lease shall in no event be extended beyond five years after the term date indicated by the Agency. If, prior to scheduled termination date of the Site Lease, all amounts due under the Financing Lease shall have been paid and the Financing Lease shall have been discharged by its terms, the term of the Site Lease shall end ten (10) days thereafter or ten (10) days after written notice by the Agency to the Corporation, whichever is earlier.

Assignments and Subleases

Under each Site Lease, the Corporation is not permitted to grant, sell, assign, mortgage, pledge, sublet or transfer any of its right, title or interest in, to or under such Site Lease or the Site except as expressly provided in the Master Assignment (Real Property), the Master Financing Lease and the Financing Lease, without the prior written consent of the Agency. The Agency consents to the sublease of the applicable Property pursuant to the Master Financing Lease, and the assignment of the Corporation's right, title and interest under the Site Lease to the Fiscal Agent pursuant to the Master Assignment (Real Property) for the benefit of the Owners of the Certificates.

Upon the occurrence and continuance of an Event of Default or Agency Event of Default with respect to the applicable Property, the Corporation has the right, pursuant to the Master Assignment (Real Property), the Trust Agreement and the Master Financing Lease, to sublease all or any portion of such Property;

provided, that the subtenant and the terms and provisions of the sublease shall be subject to the prior written approval of the Agency, which approval shall not be unreasonably withheld or delayed.

Eminent Domain; Loss of Title

In the event the whole or any part of the applicable Property is taken permanently or temporarily under the power of eminent domain (or sold under threat of condemnation), or there is a loss of title to the whole or any part of such Property, the interest of the Corporation in such Property shall be recognized and is determined to be an amount not less than the then unpaid indebtedness incurred by the Agency under its Financing Lease. The term "unpaid indebtedness," as used in the preceding sentence, includes all unpaid Agency Principal Components, Agency Interest Components and all other payments required to be made by the Agency pursuant to the Financing Lease.

AGENCY FINANCING CONTRACTS

Appointment of Agents; Changes to the Project, Additions to the Property, Substitution of Property

Appointment of Agents. Under each Agency Financing Contract, the Agency ratifies, approves and confirms, and accepts and agrees to, its designation and appointment as agent of the Corporation in connection with the acquisition of the Property.

Changes to the Project: Additions to the Property. The Agency agrees that:

(i) it has caused or will cause the Property to be acquired, as agent for the Corporation, with all reasonable dispatch;

(ii) it will make, execute, acknowledge and deliver any contracts, agreements, orders, receipts, documents, writings or instructions with or to any Person and do all other things that may be necessary or desirable to acquire the Property; and

(iii) it will pay or cause to be paid the Costs of Acquisition of the Property from funds available to it pursuant to the Agency Financing Contract and the Master Financing Contract.

The appointment of the Agency to act as agent of the Corporation in connection with the acquisition of the Property is made and conferred irrevocably by the Corporation, and shall not be terminated by any act of the Agency, the State Treasurer or otherwise.

The Agency shall negotiate or call for bids for the purchase of the Property in accordance with the requirements and limitations, if any, imposed by State or local law with respect to the purchase of such Property by such Agency. Neither the Corporation nor the State shall have any responsibility, liability or obligation with respect to the selection or procurement of any of the Property.

Substitution of Property. The Agency, with the prior written consent of the State Treasurer, may revise any item of Property to be financed or refinanced and acquired pursuant hereto, or the description thereof; *provided*, that:

(i) such item of Property as so revised shall satisfy the requirements under the Agency Financing Contract and the Master Financing Contract with respect to the substitution of Property previously acquired;

(ii) the Costs of Acquisition of such item of Property shall not be materially reduced thereby; and

(iii) any such revision shall not relieve the Agency of its obligation to acquire the Property in accordance therewith and with the Master Financing Contract.

After acquisition of an item of Property, the Agency, with the prior written consent of the State Treasurer, may substitute for an item of Property acquired pursuant to the Agency Financing Contract other personal property by filing with the State Treasurer:

(i) a certificate of the Agency stating that such substitute Property:

(a) has a remaining useful life equal to or greater than the Property for which it is being substituted;

(b) has a fair market value equal to or greater than the fair market value of the item of Property for which it is being substituted;

(c) is free and clear of all liens and encumbrances except a first priority security interest in favor of the Fiscal Agent, as assignee of the Corporation, under the Master Financing Contract;

(d) is of equal usefulness and value as the Property for which it is being substituted;

(e) is essential to the Agency's ability to carry out its governmental functions and responsibilities; and

(f) is expected to be used by such Agency immediately and for the term of the Agency Financing Contract; and

(ii) an Opinion of Counsel to the effect that such substitution will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code.

Title to the Property

All right, title and interest in and to the Property shall transfer to and be vested in the Agency from the Corporation or the State, as applicable, without any further action by the Agency, the Corporation or the State immediately upon the acquisition thereof or reimbursement to the Agency for the Acquisition Costs thereof; *provided*, that the State Treasurer and the Agency shall take such action and execute such documents (including without limitation bills of sale and other title documents) as may be deemed necessary or desirable by the State Treasurer or the Agency to evidence and confirm such transfer of title pursuant to the Agency Financing Contract.

Title to any and all additions, modifications, improvements, repairs or replacements to the Property shall be vested in the Agency, subject to the security interest of the Corporation until payment of all amounts due and owing with respect to such Property under the Agency Financing Contract.

Any Property constituting a motor vehicle subject to registration with the State Department of Licensing shall be registered with the Agency as the registered and legal owner thereof.

Security Interest

State Security Interest. In order to secure the payment and performance by the State of its obligations under the Master Financing Contract, the State has pledged, granted, assigned and conveyed to the Corporation a lien on and security interest in all right, title and interest of the State, whether now owned or acquired, in and to the Property and the Agency Financing Contract, including without limitation the Agency Installment Payments and all proceeds thereof. The Agency acknowledges and agrees to such

pledge, grant, assignment and conveyance, and acknowledges that its right, title and interest in and to the Property is subject to such first priority lien and security interest.

Agency Security Interest. In order to secure the payment and performance by the Agency of its obligations under the Agency Financing Contract, the Agency pledges, grants, assigns and conveys to the Corporation a lien on and security interest in all right, title and interest of the Agency, whether now owned or acquired, in and to the Property. Accordingly, the Agency Financing Contract constitutes a security agreement. The Agency acknowledges and agrees that each provision of the Agency Financing Contract is also a provision of the security agreement.

The Agency further agrees that the Corporation may: (i) commingle Property which comes into its possession; (ii) re-pledge such Property upon terms which impair the Agency's right to redeem such Property; and (iii) require the Agency to assemble the Property and make it available to the Corporation in a manner which is reasonably convenient to both Parties. To the extent the Corporation is required for any reason to provide commercially reasonable notice to the Agency, the State agrees that notice mailed by first class mail five days before the event of which notice is given is commercially reasonable notice. The standard by which the Corporation's rights and duties with respect to such security agreement shall be measured is gross negligence or willful misconduct.

If required by the Corporation or the Fiscal Agent, as assignee of the Corporation, at any time during the term of the Agency Financing Contract, the Agency will execute and deliver to the Corporation or the Fiscal Agent, as the case may be, in form satisfactory to the Corporation or the Fiscal Agent, such security agreements, financing statements and/or other instruments covering the Property and all accessions thereto.

Disclaimer of Warranties

The Local Agency acknowledges and agrees that the Property is of a nature, size, design and capacity selected by the Local Agency pursuant to its own specifications, and not by the State or the Corporation, and that neither the State nor the Corporation is a manufacturer, supplier or a vendor of such Property. THE STATE AND THE CORPORATION MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AND ASSUME NO RESPONSIBILITY, LIABILITY OR OBLIGATION, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROPERTY, OR AS TO THE TITLE THERETO, OR FOR THE ENFORCEMENT OF THE MANUFACTURERS', SUPPLIERS' OR VENDORS' REPRESENTATIONS, WARRANTIES OR GUARANTIES, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY. IN NO EVENT SHALL THE STATE OR THE CORPORATION BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE LOCAL AGENCY FINANCING CONTRACT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR USE BY THE LOCAL AGENCY OF THE PROPERTY.

The State Agency acknowledges and agrees that the Property is of a nature, size, design and capacity selected by the State Agency pursuant to its own specifications, and not by the State Treasurer or the Corporation, and that neither the State Treasurer nor the Corporation is a manufacturer, supplier or a vendor of such Property. THE STATE TREASURER AND THE CORPORATION MAKE NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AND ASSUME NO RESPONSIBILITY, LIABILITY OR OBLIGATION, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR FITNESS FOR USE OF THE PROPERTY, OR AS TO THE TITLE THERETO, OR FOR THE ENFORCEMENT OF THE MANUFACTURERS', SUPPLIERS' OR VENDORS' REPRESENTATIONS, WARRANTIES OR GUARANTIES, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE

PROPERTY. IN NO EVENT SHALL THE STATE TREASURER OR THE CORPORATION BE LIABLE OR RESPONSIBLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE STATE AGENCY FINANCING ADDENDUM OR THE EXISTENCE, FURNISHING, FUNCTIONING OR USE BY THE STATE AGENCY OF THE PROPERTY.

Agency Installment Payments

Each Agency Installment Payment shall consist of a Principal Component and/or an Interest Component as set forth in Exhibit D to the Agency Financing Contract. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Agency absent manifest error. Each Agency Installment Payment payable under the Agency Financing Contract shall be paid to or upon the order of the State Treasurer at such place as the State Treasurer shall direct in writing not less than ten (10) Business Days prior to the Agency Installment Payment Date by electronic funds transfer in lawful money of the United States of America. Payments of Additional Costs shall be made to or upon the order of the State Treasurer. Each Agency Installment Payment shall be applied first to the Interest Component due under the Agency Financing Contract, and then to the Principal Component due under the Agency Financing Contract.

Sources of Payment of Agency Installment Payments

Local Agency Financing Contract. The Local Agency acknowledges and agrees that the State is acquiring the Property from the Corporation for and on behalf of the Local Agency. Concurrently with the execution of the Local Agency Financing Contract, the State shall execute and deliver the Master Financing Contract pursuant to which the State shall agree to make Installment Payments for the acquisition of the Property for and on behalf of the respective Agencies, at such times and in such amounts as provided in the Local Agency Financing Contract, which will be sufficient in the aggregate to pay the Purchase Price of the Property to be acquired by the State for and on behalf of the Local Agency, together with all other personal property to be acquired for and on behalf of the other Local Agencies and the State Agencies, and interest thereon.

That portion of the Installment Payments that is allocable to the Purchase Price of the Local Agency Property and interest thereon shall be payable by the State solely from Agency Installment Payments to be made by the respective Local Agencies, including the Local Agency, except as otherwise provided in the Master Financing Contract. The obligation of the Local Agency to make its Agency Installment Payments shall be a direct and general obligation of the Local Agency to which the full faith and credit of such Local Agency is pledged. The State shall not be obligated to pay that portion of the Installment Payments that is allocable to the Purchase Price of the Local Agency Property and interest thereon other than from Agency Installment Payments paid by the respective Local Agencies, except as otherwise provided in the Master Financing Contract.

Intercept of Local Agency Share of State Revenues. In the event that the Local Agency fails to make any payment due under the Local Agency Financing Contract, the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency, including but not limited to leasehold excise taxes, sales and use taxes, excise taxes, property taxes, and liquor control board receipts; *provided*, that the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer shall be applied to make any such payment due under the Local Agency Financing Contract on behalf of the Local Agency, or to reimburse the State Treasurer for any such payment made pursuant to the Local Agency Financing Contract. The Local Agency authorizes, approves and consents to any such withholding.

Conditional Payment of Local Agency Installment Payments. Upon the failure of the Local Agency to make any Agency Installment Payment at such time and in such amount as required pursuant to the Local Agency Financing Contract, the State Treasurer shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Installment Payment Fund, defined below, on behalf of such Local Agency within ten (10) Business Days after such Agency Installment Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than ten (10) Business Days after such Agency Installment Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything in the Local Agency Financing Contract to the contrary notwithstanding, failure of the Local Agency to reimburse the State for any such payment shall not constitute an Agency Event of Default under the Local Agency Financing Contract, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable, including, but not limited to, actions for specific performance, injunction and/or the recovery of damages.

Payments by Local Agency Treasurer. The treasurer of the Local Agency is authorized and directed to establish and/or maintain a special fund in the "bonds payable" category of accounts of the Local Agency for the purposes of paying the Local Agency's Agency Installment Payments and Additional Costs. The treasurer of the Local Agency is further authorized and directed to remit each payment of Agency Installment Payments to the State Treasurer or its assignee on each Agency Installment Payment Date and any Additional Costs when due under the Local Agency Financing Contract. Such payment shall be made from any legally available funds of the Local Agency.

State Agency Financing Contract. The State Agency acknowledges and agrees that the State is acquiring the Property from the Corporation for and on behalf of the State Agency. Concurrently with the execution hereof, the State shall execute and deliver the Master Financing Contract pursuant to which the State shall agree to make Installment Payments for the acquisition of the Property for and on behalf of the respective Agencies, at such times and in such amounts as provided therein, which will be sufficient in the aggregate to pay the Purchase Price of the Property to be acquired by the State for and on behalf of the State Agency together with all other personal property to be acquired for and on behalf of the other State Agencies, and interest thereon.

Obligation of State Agency Subject to Appropriation. That portion of the Installment Payments that is allocable to the Purchase Price of the State Agency Property shall be payable by the State solely from Agency Installment Payments to be made by the respective State Agencies, including the State Agency. The obligation of the State Agency to make its Agency Installment Payments shall be subject to appropriation by the State Legislature and to Executive Order reduction. The State shall not be obligated to pay that portion of the Installment Payments that is allocable to the Purchase Price of the State Agency Property and interest thereon other than from appropriated funds of the respective State Agencies.

Deposit and Investment of Agency Installment Payments

The Agency acknowledges and agrees that the Agency Installment Payments shall be deposited in a special fund or funds maintained by the State Treasurer (the "Agency Installment Payment Fund"). Payments of Agency Installment Payments from State Agencies shall be separately accounted for from payments from Local Agencies. The Agency Installment Payments due on each Agency Installment Payment Date shall be at least sufficient, in the aggregate, to make the Installment Payment next coming due under the Master Financing Contract. Amounts in the Agency Installment Payment Fund, including investment earnings thereon, shall be used and applied, *first*, to make the Installment Payment next coming due, *and thereafter*, but prior to the next Agency Installment Payment Date, to the extent that amounts remain in such Fund after such Installment Payment is made, to pay Additional Costs or for any other lawful purpose of the State Treasurer. Amounts in the Agency Installment Payment Fund shall be

invested in Qualified Investments, and shall be separately accounted for, but may be commingled with other moneys on deposit with the State Treasurer solely for investment purposes. The Agency shall have no right, title or interest in or to the amounts on deposit from time to time in the Agency Installment Payment Fund.

No Set-Off

The obligation of the Local Agency to make Agency Installment Payments from the sources set forth in the Local Agency Financing Contract and to perform its other obligations under the Local Agency Financing Contract shall be absolute and unconditional. The Local Agency shall make Agency Installment Payments as and when the same shall become due without diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against or among the State, the Corporation, the Fiscal Agent, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in the Local Agency Financing Contract shall be construed to release or excuse the State from the observance or performance of its obligations under the Local Agency Financing Contract. If the State shall fail to observe or perform any such obligation, the Local Agency may institute such legal action and pursue such other remedies against the State as the Local Agency deems necessary or desirable, including, but not limited to, actions for specific performance, injunction and/or the recovery of damages.

The obligation of the State Agency to make Agency Installment Payments from the sources set forth in the State Agency Financing Addendum and to perform its other obligations under the State Agency Financing Addendum shall be absolute and unconditional. The State Agency shall make Agency Installment Payments as and when the same shall become due without diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against or among the State, the Corporation, the Fiscal Agent, any Agency, and/or any other Person, or for any other reason; *provided*, that nothing in the State Agency Financing Addendum shall be construed to release or excuse the State Treasurer or the Corporation from the observance or performance of its obligations under the State Agency Financing Addendum or under the Master Financing Contract. If the State Treasurer or the Corporation shall fail to observe or perform any such obligation, the State Agency may institute such legal action and pursue such other remedies against the State Treasurer or the Corporation as the State Agency deems necessary or desirable, including, but not limited to, actions for specific performance, injunction and/or the recovery of damages.

Assignments by the Corporation

The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of the Local Agency Financing Contract, the Corporation will unconditionally grant, sell, assign, transfer and convey to the Fiscal Agent without recourse:

(i) all of its rights to receive the Installment Payments under and pursuant to the Master Financing Contract; and

(ii) all of its remaining right, title and interest in, to and under the Master Financing Contract and the Local Agency Financing Contract, and in and to the Property (including any security interest tin the Local Agency Financing Contract), including but not limited to its right to take all actions and exercise all remedies under and pursuant to the Master Financing Contract, pursuant to the Master Assignment in consideration for the payment by the Fiscal Agent to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates.

The State and the Corporation have acknowledged and agreed that such grant, sale, assignment, transfer and conveyance by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such grant, sale, assignment, transfer and conveyance, the Corporation shall cease

to have any rights, duties or obligations under the Master Financing Contract or with respect to the Property, and the Fiscal Agent shall thereafter have all the rights, duties and obligations of the Corporation under the Local Agency Financing Contract as if the Fiscal Agent had been the original party thereto, and, except where the context otherwise requires, every reference tin the Local Agency Financing Contract to the Corporation shall be deemed and construed to refer to the Fiscal Agent. Anything in the Local Agency Financing Contract or tin the Local Agency Financing Contract to the contrary notwithstanding, such grant, sale, assignment, transfer and conveyance shall not confer any rights or impose any duties or obligations on the Fiscal Agent other than as expressly set forth in the Trust Agreement and the Master Assignment.

The State Agency acknowledges and agrees that, concurrently with the execution and delivery hereof, the Corporation will unconditionally grant, sell, assign, transfer and convey to the Fiscal Agent without recourse:

(i) all of its rights to receive the Installment Payments under and pursuant to the Master Financing Contract; and

(ii) all of its remaining right, title and interest in, to and under the Master Financing Contract and the State Agency Financing Addendum, and in and to the Property (including any security interest therein), including but not limited to its right to take all actions and exercise all remedies under and pursuant to the Master Financing Contract, pursuant to the Master Assignment in consideration for the payment by the Fiscal Agent to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates.

The State and the Corporation have acknowledged and agreed that such grant, sale, assignment, transfer and conveyance by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such grant, sale, assignment, transfer and conveyance, the Corporation shall cease to have any rights, duties or obligations under the Master Financing Contract or the State Agency Financing Addendum or with respect to the Property, and the Fiscal Agent shall thereafter have all the rights, duties and obligations of the Corporation thereunder and under the State Agency Financing Addendum as if the Fiscal Agent had been the original party thereto and hereto, and every reference therein and in the State Agency Financing Addendum to the Corporation shall be deemed and construed to refer to the Fiscal Agent, except where the context otherwise requires. Anything in the State Agency Financing Addendum or therein to the contrary notwithstanding, such grant, sale, assignment, transfer and conveyance shall not confer any rights or impose any duties or obligations on the Fiscal Agent other than as expressly set forth in the Trust Agreement and the Master Assignment.

Optional Prepayment

The Agency may, at its option, prepay all or any portion of its Agency Installment Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State Treasurer to prepay or defease the portion of its Installment Payments corresponding thereto in accordance with the Master Financing Contract, and to pay any Additional Costs in connection therewith.

The Agency shall provide the State Treasurer with not less than sixty (60) days' prior written notice of its intention to prepay any of its Agency Installment Payments, which notice shall specify the date of the date of such prepayment, and the amount and the Agency Installment Payment Dates of the Agency Installment Payments to be prepaid. The State Treasurer shall notify the Agency within fifteen (15) Business Days after receipt of such notice from the Agency as to the amount required to be paid in connection with such prepayment or defeasance of the corresponding Installment Payments, including any Additional Costs in connection therewith. The determination by the State Treasurer of the amount to be paid by the Agency shall be binding and conclusive against such Agency, absent manifest error.

Revision of Agency Installment Payments upon Optional Prepayment

The Principal Components and Interest Components of the Agency Installment Payments due on each Agency Installment Payment Date on and after the date of any prepayment pursuant to the Agency Financing Contract, as set forth in Exhibit D to the Agency Financing Contract, shall be reduced by the State Treasurer to reflect such prepayment, in such amounts and on such Agency Installment Payment Dates as the Agency shall elect in its written notice to the State Treasurer, pursuant to the Agency Financing Contract.

Discharge of Agency Financing Contract

All right, title and interest of the State in the Agency Financing Contract and all obligations of the Agency under the Agency Financing Contract shall cease, terminate, become void and be completely discharged and satisfied (except for the right of the State Treasurer and the Fiscal Agent, as assignee of the Corporation, and the obligation of the Agency to have the moneys and Government Obligations so set aside applied to make the remaining Agency Installment Payments) when either:

(i) all Agency Installment Payments and all Additional Costs and other amounts due under the Agency Financing Contract have been paid in accordance therewith; or

(ii) (a) the Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Installment Payments remaining unpaid;

(b) the Agency shall have caused to be deposited with the State Treasurer (1) moneys and/or Government Obligations in accordance with the Agency Financing Contract; and (2) an Opinion of Counsel to the effect that such actions are permitted under the Agency Financing Contract, under the Master Financing Contract and under the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and

(c) for so long as any Agency Installment Payments remain unpaid, provision shall have been made satisfactory to the Corporation and the Fiscal Agent for payment of all Additional Costs.

Covenants and Agreements of the Agency

The Agency covenants and agrees as follows:

Budget. The Local Agency shall take such action as may be necessary to include all the Agency Installment Payments and Additional Costs due under the Local Agency Financing Contract in its annual budget and to make the necessary annual appropriations for all such Agency Installment Payments and Additional Costs.

The State Agency shall (i) include in its biennial budget all payments required to be made by the State Agency under the State Agency Financing Addendum; (ii) submit such budget to OFM at such times and in such manner as required by law; (iii) use its best efforts to obtain appropriations by the State Legislature in amounts sufficient to make any such payments; (iv) include all such payments in its statements of proposed expenditures for each fiscal period required by law to be submitted to OFM; and (v) use its best efforts to obtain allotments by OFM of appropriated funds sufficient to make all such payments.

Tax-Exemption. The Agency shall not make any use of the proceeds of the Agency Financing Contract or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be

"arbitrage bonds" within the meaning of Section 148 of the Code. The Agency shall not use or permit the use of the Property or any part thereof by any Person other than a "governmental unit" as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Installment Payments under Section 103 of the Code. The Agency shall not make any use of the proceeds of the Agency Financing Contract or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Contract or the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code, or "private activity bonds" within the meaning of Section 141 of the Code, or "hedge bonds" within the meaning of Section 149 of the Code. To that end, for so long as any Agency Installment Payments remain unpaid, the Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated under the Agency Financing Contract. The Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Installment Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no action that would result in such interest being so included. The Agency shall comply with the applicable provisions of the Tax Certificate .

Liens; Sale or Disposal. The Agency shall not create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property, except the rights of the Corporation as provided in the Agency Financing Contract and in the Master Financing Contract. The Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Agency shall not grant, sell, transfer, assign, pledge, convey or otherwise dispose of any of the Property or any interest tin the Agency Financing Contract during the term of the Agency Financing Contract, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void.

Pledge of Funds and Credit of Local Agency. The obligations of the Local Agency under the Local Agency Financing Contract constitute a debt and a general obligation of the Local Agency, and a contracting of an indebtedness by the Local Agency, to which the full faith and credit of the Local Agency are pledged. If and to the extent authorized by law, the Local Agency covenants and agrees that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to the Local Agency without a vote of its electors, to provide funds, together with other legally available moneys, sufficient to make the Agency Installment Payments and the other payments required under the Local Agency Financing Contract.

Use of Property. During the term of the Agency Financing Contract, the Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities. The Agency will not permit the Property to be used or operated other than by authorized employees, agents and contractors of the Agency.

Use; Repairs. For so long as the Agency is in possession of the Property, the Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, thereof. The Agency will:

(i) keep and maintain the Property in good repair, working order and condition, and protect the same from deterioration other than normal wear and tear;

(ii) cause the Property to be used within its normal capacity, in the manner contemplated by the manufacturer's specification, and in compliance with the requirements of applicable laws, ordinances and regulations, the requirements of any warranties applicable thereto, and the requirements of any insurance or self-insurance program required under the Agency Financing Contract;

(iii) cause the Property to be used and operated by or under the direction of competent persons only, and obtain all registrations, permits and licenses, if any, required by law for the operation of the Property; and

(iv) will pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property. The Agency, at its expense, will furnish all parts, mechanisms and devices required to operate and maintain the Property.

Insurance. The Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Agency from time to time but in any event not less than $1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Agency and its officials, officers, employees and volunteers. Such insurance shall include (i) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (ii) comprehensive property damage insurance.

The Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance covering the Property in such amounts and covering such risks as the Agency may reasonably determine from time to time but in any event not less than the aggregate amount of Agency Installment Payments due under the Agency Financing Contract which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Agency. In the alternative, the Agency may assume financial responsibility for any physical damage to and/or loss of the Property; *provided, however,* that if the Agency elects this option, the Agency covenants and agrees that it will promptly repair or replace the Property promptly upon any loss or damage thereto.

The insurance required under the above paragraphs in this subheading:

(i) shall be provided by a financially responsible insurance company authorized to do business in the State;

(ii) shall name the Fiscal Agent, as assignee of the Corporation, as additional insureds under the Agency Financing Contract;

(iii) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms of conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer, the Corporation and the Fiscal Agent as assignee of the Corporation; and

(iv) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

A certificate of insurance with respect to the required coverages shall be provided by the Agency to the State Treasurer on or prior to the date of delivery of the Personal Property Certificate to the State Treasurer.

The Agency will pay or cause to be paid when due the premiums for all insurance policies required by the Agency Financing Contract.

Agency Event of Default

Each of the following shall constitute an "Agency Event of Default" under the Agency Financing Contract:

(i) Failure by the Agency to pay or cause to be paid any Agency Installment Payment required to be paid under the Agency Financing Contract within ten (10) Business Days of the respective Agency Installment Payment Date, other than (in the case of a State Agency) as a result of a Permitted Termination Event;

(ii) Failure by the Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed under the Agency Financing Contract, other than as set forth in paragraph (i) above, for a period of thirty (30) days after written notice from the State Treasurer or the Fiscal Agent to the Agency specifying such failure and requesting that it be remedied, other than (in the case of a State Agency) as a result of a Permitted Termination Event; *provided, however,* that such period shall be extended for not more than sixty (60) days if such failure cannot be corrected within such period, and the corrective action is commenced by the Agency within such period and diligently pursued until the failure is corrected;

(iii) If any statement, representation, or warranty made by the Agency in the Agency Financing Contract or in any writing delivered by the Agency pursuant hereto or in connection therewith is false, misleading, or erroneous in any material respect; and

(iv) Inability of the Agency to generally pay its debts as such debts become due, or admission by the Agency in writing of its inability to pay its debts generally or the making by the Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for appointment of a receiver, trustee, or other similar officer of it or any substantial part of its property, or the taking of any action by the Agency to authorize any of the actions set forth above in the Agency Financing Contract.

Notwithstanding the foregoing provisions, if by reason of *force majeure* the Agency is unable in whole or in part to carry out the covenants, agreements, terms and conditions on its part contained in the Agency Financing Contract, the Agency shall not be deemed in default during the continuance of such inability. The term *"force majeure"* means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Agency.

The State Treasurer, with the prior written consent of the Fiscal Agent, may, at its election, waive any default or Agency Event of Default and its consequences under the Agency Financing Contract and annul any notice thereof by written notice to the Agency to such effect, and thereupon the respective rights of the Parties under the Agency Financing Contract shall be as they would have been if such default or Agency Event of Default had not occurred.

Rights of State Treasurer Following Agency Default Event

Whenever an Agency Event of Default shall have occurred and be continuing, the State Treasurer shall have the following rights and remedies:

(i) By written notice to the Agency, require that the Agency promptly return possession and use of the Property to the State Treasurer at any location specified in the United States (at the cost and expense of the Agency) in good repair, working order and condition, ordinary wear and tear excepted;

(ii) By written notice to the Agency and the Fiscal Agent, declare an amount equal to all Agency Installment Payments to become due and payable under the Agency Financing Contract, including but not limited to the Agency Interest Components thereof accrued and unpaid, to be immediately due and payable, without further demand;

(iii) Take whatever action at law or in equity may appear necessary or desirable to collect the Agency Installment Payments then due and thereafter becoming due, or to enforce the observance or performance of any covenant, agreement or obligation of the Agency under the Agency Financing Contract; and

(iv) Exercise any other rights or remedies it may have under the Agency Financing Contract or under applicable law.

No Remedy Exclusive; Non-Waiver

No remedy conferred upon or reserved to the State Treasurer under the Agency Financing Contract or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Agency Financing Contract or now or existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default under the Agency Financing Contract shall impair any such right or remedy or shall be construed to be a waiver of such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State Treasurer under the Agency Financing Contract, it shall not be necessary to give any notice, other than such notice as may be required under the Agency Financing Contract. A waiver by the State Treasurer of any default or Agency Event of Default under the Agency Financing Contract shall not constitute a waiver of any subsequent default or Agency Event of Default under the Agency Financing Contract, and shall not affect or impair the rights or remedies of the State Treasurer in connection with any such subsequent default or Agency Event of Default.

FINANCING LEASE

Appointment of Agents; Changes to the Project; Additions to Property; Substitution and Release of Property

Appointment of Agents. The Agency ratifies, approves and confirms, and accepts and agrees to, its designation and appointment as agent of the Corporation in connection with the design, acquisition and/or construction of the Project and the financing or refinancing of the Property.

Changes to the Project; Additions to the Property. The Agency, with the prior written consent of the State Treasurer, may revise the Project to be acquired, constructed, financed or refinanced pursuant hereto; provided, that:

(i) such Project as so revised shall satisfy the requirements under the Financing Lease with respect to the substitution of Property;

(ii) the Project Costs shall not be materially reduced thereby; and

(iii) any such revision shall not relieve the Agency of any obligation to design, acquire, construct, finance or refinance the Project or the Property in accordance therewith.

The appointment of the Agency as agent of the Corporation in connection with the design, acquisition and/or construction of the Project is made and conferred irrevocably by the Corporation, and shall not be terminated by any act of the Agency, the State Treasurer or otherwise.

The Agency shall have the right during the term of the Financing Lease, at its cost and expense, to make additions, betterments and improvements to the Property, and to attach fixtures, structures and signs thereto; provided, that such additions, betterments and improvements and fixtures, structures and signs (i) shall be constructed and installed in accordance with applicable laws and regulations, and not in violation of any easements, restrictions, conditions or covenants affecting title to the Property; and (ii) shall not diminish the value, capacity or usefulness of the Property.

Substitution of Property. After design, acquisition, construction, financing or refinancing of the Project or the Property, the Agency, with the prior written consent of the State Treasurer and only upon the satisfaction of the requirements set forth in the Master Financing Lease, may substitute for the Property, another parcel or parcels of real property. As a condition to any such substitution, the Agency shall deliver to the State Treasurer:

(i) an appraisal or other written evidence from an independent, disinterested real property appraiser acceptable to the State Treasurer and the Fiscal Agent to the effect that such substitute Property has an estimated fair rental value for the remaining term of the Financing Lease equal to or greater than the Agency Rent Payments due under the Financing Lease from time to time thereafter; and

(ii) a certificate of the Agency to the effect that such substitute Property (a) is free and clear of any mortgages, deeds of trust, liens or other similar encumbrances, other than Permitted Encumbrances, and (b) is essential to the Agency's ability to carry out its governmental functions and responsibilities.

The State Treasurer, the Fiscal Agent, as assignee of the Corporation, and the Agency shall execute, deliver and record such amendments and modifications to the Site Lease, the Master Financing Lease, the Master Assignment, and the Financing Lease, and such other documents, agreements and instruments, as the State Treasurer or the Fiscal Agent deems necessary or desirable in connection with such substitution.

Release of Property. After design, acquisition, construction, financing or refinancing of the Project, the Agency, with the prior written consent of the State Treasurer and only upon the satisfaction of the requirements set forth in the Master Financing Lease, may release a portion of the Property leased under the Site Lease, and subleased under and pursuant to the Master Financing Lease and the Financing Lease. As a condition to any such release, the Agency shall:

(i) deliver to the State Treasurer an appraisal or other written evidence from an independent, disinterested real property appraiser acceptable to the State Treasurer and the Fiscal Agent to the effect that the remaining portion of the Property has an estimated fair rental value for the remaining term of the Financing Lease equal to or greater than the Agency Rent Payments due from time to time under the Financing Lease; and

(ii) provide any necessary easements, reciprocal agreements or other rights as may be necessary to provide comparable pedestrian and vehicular access, and other uses and amenities (including but not limited to water, sewer, electrical, gas, telephone and other utilities) as existed prior to such release.

The State Treasurer, the Fiscal Agent, as assignee of the Corporation, and the Agency shall execute, deliver and record such amendments and modifications to the Site Lease, the Master Financing Lease, the Master Assignment and the Financing Lease, and such other documents, agreements and instruments, as the State Treasurer or the Fiscal Agent deems necessary or desirable in connection with such release.

Title to the Property

Fee title to the Property, and all additions, modifications, repairs and improvements thereto, shall remain and vest in the Agency, subject to the respective leasehold estates under the Site Lease, the Master Financing Lease and the Financing Lease, without any further action by the State, the Agency or the Corporation.

Assignment

In order to secure the payment and performance of the State of its obligations under the Master Financing Lease, the State has assigned and transferred to the Corporation the State's interest in the Agency Financing Lease and the rentals, income and profits herefrom, including without limitation the Agency Rent Payments. The Agency acknowledges and agrees to such assignment and transfer. The State Treasurer irrevocably authorizes and directs the Agency, upon receipt of written notice from the Fiscal Agent, as assignee of the Corporation, that an Event of Default has occurred and is continuing, to pay to the Fiscal Agent the Agency Rent Payments and other amounts due and to become due under the Financing Lease. The State Treasurer shall not have any right or claim against the Agency for any Agency Rent Payments or other amounts so paid by the Agency to the Fiscal Agent.

Disclaimer of Warranties

The Local Agency acknowledges and agrees that it has had adequate opportunity to inspect the Property, and that such Property, including but not limited to the structures and improvements thereon, is acceptable to the Local Agency in its present condition. The Local Agency subleases the Property in its present condition, "as is." THE STATE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AND ASSUMES NO RESPONSIBILITY, LIABILITY OR OBLIGATION, AS TO THE VALUE, DESIGN, STRUCTURAL OR OTHER CONDITION, USE, USABILITY, SUITABILITY, OCCUPANCY OR MANAGEMENT OF THE PROPERTY, AS TO THE INCOME FROM OR EXPENSE OF THE USE OR OPERATION THEREOF, AS TO TITLE TO THE PROPERTY, AS TO COMPLIANCE WITH APPLICABLE ZONING, SUBDIVISION, PLANNING, SAFETY, FIRE, HEALTH OR ENVIRONMENTAL LAWS, REGULATIONS, ORDINANCES, CODES OR REQUIREMENTS, OR AS TO COMPLIANCE WITH APPLICABLE COVENANTS, CONDITIONS OR RESTRICTIONS, OR ANY OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE PROPERTY.

Agency Rent Payments

Each Agency Rent Payment shall consist of an Agency Principal Component and/or an Agency Interest Component as set forth in an exhibit to the Financing Lease. Interest shall accrue and be calculated as determined by the State Treasurer, which determination shall be binding and conclusive against the Agency, absent manifest error. Each Agency Rent Payment payable under the Local Agency Financing Lease shall be paid to or upon the order of the State Treasurer, at such place as the State Treasurer shall direct in writing not less than ten (10) Business Days prior to the Agency Rent Payment Date, by

electronic funds transfer in lawful money of the United States of America. Payments of Additional Rent shall be made to or upon the order of the State Treasurer. Each Agency Rent Payment shall be applied first to the Agency Interest Component due under the Financing Lease, and then to the Agency Principal Component due under the Financing Lease.

Such payments of Agency Rent Payments and Additional Rent for each rental payment period during the term of the Financing Lease shall constitute the total rental due for such period, and shall be paid for and in consideration of the use and occupancy and continued quiet enjoyment of the Property for such period. The Parties hereto have determined and agreed that such total rental does not exceed the fair rental value of the Property for each such rental period, given the purposes, terms and provisions of the Financing Lease. Anything in the Financing Lease to the contrary notwithstanding, the Agency waives any right that it may have under the laws of the State to a rebate or repayment of any portion of such rental in the event that there is substantial interference with the use or right to possession by the Agency of the Property or any portion thereof as a result of material damage, destruction or condemnation.

Sources of Payment of Agency Rent Payments

The obligation of each Local Agency to make its Agency Rent Payments is a direct and general obligation of the Local Agency to which the full faith and credit of such Local Agency is pledged.

Intercept of Local Agency Share of State Revenues. In the event that the Local Agency fails to make any payment due under the Local Agency Financing Lease, the State Treasurer shall withhold an amount sufficient to make such payment from the Local Agency's share of State revenues or other amounts authorized or required by law to be distributed by the State to the Local Agency, including but not limited to leasehold excise taxes, sales and use taxes, excise taxes, property taxes and liquor control board receipts; *provided*, that the use of any such revenues or amounts to make such payments is otherwise authorized or permitted by State law. Such withholding shall continue until all such delinquent payments have been made. Amounts withheld by the State Treasurer shall be applied to make any such payment due under the Local Agency Financing Lease on behalf of the Local Agency, or to reimburse the State Treasurer for any such payment made pursuant to the Local Agency Financing Lease. The Local Agency authorizes, approves and consents to any such withholding.

Conditional Payment of Agency Rent Payments. Upon the failure of the Local Agency to make any Agency Rent Payment at such time and in such amount as required pursuant to the Local Agency Financing Lease, the State Treasurer shall, to the extent of legally available appropriated funds and subject to any Executive Order reduction, make such payment into the Agency Rent Payment Fund, defined below, on behalf of such Local Agency within ten (10) Business Days after such Agency Rent Payment Date. The Local Agency shall reimburse the State for such payments made on its behalf immediately thereafter and in any case not later than ten (10) Business Days after such Agency Rent Payment Date, together with interest thereon at a rate equal to the State Reimbursement Rate. Anything in the Local Agency Financing Lease to the contrary notwithstanding, failure of the Local Agency to reimburse the State Treasurer for any such payment shall not constitute an Agency Event of Default under the Local Agency Financing Lease, but the State may institute such legal action and pursue such other remedies against the Local Agency as the State deems necessary or desirable including but not limited to actions for specific performance, injunction and/or the recovery of damages.

Payments by Local Agency Treasurer. The treasurer of the Local Agency is authorized and directed to establish and/or maintain a special fund in the "bonds payable" category of accounts of the Local Agency for the purposes of paying the Local Agency's Agency Rent Payments and Additional Rent. The treasurer of the Local Agency is further authorized and directed to remit each payment of Agency Rent Payments to the State Treasurer or its assignee on each Agency Rent Payment Date and any Additional

Rent when due under the Local Agency Financing Lease. Such payment shall be made from any legally available funds of the Local Agency.

Deposit and Investment of Agency Rent Payments

The Agency acknowledges and agrees that the Agency Rent Payments shall be deposited in a special fund or funds maintained by the State Treasurer (the "Agency Rent Payment Fund"). The Agency Rent Payments due on each Agency Rent Payment Date shall be at least sufficient, in the aggregate, to make the Base Rent Payment next coming due under the Master Financing Lease. Amounts in the Agency Rent Payment Fund, including investment earnings thereon, shall be used and applied, *first*, to make the Base Rent Payment next coming due, *and thereafter*, but prior to the next Agency Rent Payment Date, to the extent that amounts remain in such Fund after such Base Rent Payment is made, to pay Additional Rent or for any other lawful purpose of the State Treasurer. Amounts in the Agency Rent Payment Fund shall be invested in the Qualified Investments, and shall be separately accounted for, but may be commingled with other moneys on deposit with the State Treasurer solely for investment purposes. The Agency shall have no right, title or interest in or to the amounts on deposit from time to time in the Agency Rent Payment Fund.

Net Lease

The obligation of the Local Agency to make Agency Rent Payments from the sources set forth in the Local Agency Financing Lease and to perform its other obligations under the Local Agency Financing Lease shall be absolute and unconditional. The Local Agency Financing Lease shall be deemed and construed to be a "triple net lease," and the Local Agency shall pay absolutely net during the term of the Local Agency Financing Lease the Agency Rent Payments, Additional Rent and all other amounts due under the Local Agency Financing Lease, without notice or demand, and free of any charges, assessments, Impositions or deductions whatsoever, and without any diminution, reduction, postponement, abatement, counterclaim, defense or set-off as a result of any dispute, claim or right of action by, against among the Local Agency, the State, the Corporation, the Fiscal Agent, and/or any other Person, or for any other reason; *provided*, that nothing in the Local Agency Financing Lease shall be construed to release or excuse the State from the observance or performance of its obligations under the Local Agency Financing Lease. If the State shall fail to observe or perform any such obligation, the Local Agency may institute such legal action and pursue such other remedies against the State as the Local Agency deems necessary or desirable, including, but not limited to actions for specific performance, injunction and/or the recovery of damages.

Assignments by the Corporation

The Local Agency acknowledges and agrees that, concurrently with the execution and delivery of the Local Agency Financing Lease, the Corporation will unconditionally grant, sell, assign, transfer and convey to the Fiscal Agent pursuant to the Master Assignment, without recourse:

(i) all of its rights to the Site pursuant to the Site Leases,

(ii) all of its rights to receive the Base Rent Payments and any Additional Rent under and pursuant to the Master Financing Lease;

(iii) its right to take all actions, exercise all remedies, and give all consents under and pursuant to the Site Leases and the Master Financing Lease;

(iv) all of its remaining right, title and interest in, to and under the Site Leases, the Master Financing Lease, and the Agency Financing Leases, and in and to the Property (including any security interest in the Local Agency Financing Lease) and any rents or profits generated therefrom; and

(v) its right of access more particularly described in the Master Financing Lease, all in consideration for the payment by the Fiscal Agent to the State Treasurer, as agent of the Corporation, of the proceeds of the sale of the Certificates.

The State Treasurer and the Corporation have acknowledged and agreed that such grant, sale, assignment, transfer and conveyance by the Corporation is intended to be a true sale of the Corporation's right, title and interest, and that upon such grant, sale, assignment, transfer and conveyance, the Corporation shall cease to have any rights, duties or obligations under the Site Leases, the Master Financing Lease and the Agency Financing Leases, or with respect to the Property, and the Fiscal Agent shall thereafter have all the rights, duties and obligations of the Corporation under the Local Agency Financing Lease as if the Fiscal Agent had been the original party thereto, and, except where the context otherwise requires, every reference tin the Local Agency Financing Lease and in the Local Agency Financing Lease to the Corporation shall be deemed and construed to refer to the Fiscal Agent. Anything in the Local Agency Financing Lease to the contrary notwithstanding, such grant, sale, assignment, transfer and conveyance shall not confer any rights or impose any duties or obligations on the Fiscal Agent other than as expressly set forth in the Trust Agreement and the Master Assignment.

Optional Prepayment

The Agency may, at its option, prepay all or any portion of its Agency Rent Payments then unpaid, in whole or in part on any date, by causing to be deposited with the State Treasurer money and/or Government Obligations in an amount sufficient for the State Treasurer to prepay or defease the portion of its Base Rent Payments corresponding thereto in accordance with the Master Financing Lease and to pay any Additional Rent in connection therewith.

The Agency shall provide the State Treasurer with not less than sixty (60) days' prior written notice of its intention to prepay any of its Agency Rent Payments which notice shall specify the date of prepayment, and the amount and the Agency Rent Payment Dates of the Agency Rent Payments to be prepaid. The State Treasurer shall notify the Agency within fifteen (15) Business Days after receipt of such notice from the Agency as to the amount required to be paid in connection with such prepayment or defeasance of the corresponding Base Rent Payments, including any Additional Rent in connection therewith. The determination by the State Treasurer of the amount to be paid by the Agency shall be binding and conclusive against the Agency, absent manifest error.

Mandatory Prepayment; Special Prepayment

Eminent Domain; Loss of Title. The Agency shall prepay or cause to be prepaid from eminent domain awards or sale proceeds received pursuant to the Financing Lease, and from the net proceeds of title insurance received pursuant to the Financing Lease, the Agency Rent Payments then unpaid, in whole or in part on any date, so that the aggregate annual Agency Rent Payments for the related Property from and after such prepayment date shall be in approximately equal amounts, at a Prepayment Price equal to the sum of the Agency Rent Payments so prepaid, without premium, plus accrued interest evidenced and represented thereby to the date of prepayment.

Insurance Proceeds. The Agency may, at its option, prepay or cause to be prepaid from net insurance proceeds received pursuant to the Financing Lease, the Agency Rent Payments then unpaid, in whole or in part on any date, so that the aggregate annual Agency Rent Payments for the related Property from and after such prepayment date shall be in approximately equal amounts, at a Prepayment Price equal to the sum of the Agency Rent Payments prepaid, without premium, plus accrued interest evidenced and represented thereby to the date of prepayment.

Revision of Agency Rent Payments upon Prepayment

The Agency Principal Components and Agency Interest Components of the Agency Rent Payments due on each Agency Rent Payment Date on and after the date of any prepayment pursuant to the Financing Lease shall be reduced by the State Treasurer to reflect such prepayment, in Authorized Denominations, in such amounts and on such Agency Rent Payment Dates as the Agency shall elect in its written notice to the State Treasurer pursuant to the Financing Lease.

Discharge of Financing Lease

All right, title and interest of the State in the Financing Lease and all obligations of the Agency under the Financing Lease shall cease, terminate, become void and be completely discharged and satisfied (except for the right of the State Treasurer and the Fiscal Agent, as assignee of the Corporation, and the obligation of the Agency to have the moneys and Government Obligations so set aside applied to make the remaining Agency Rent Payments) when either:

(i) all Agency Rent Payments and all Additional Rent and other amounts due under the Financing Lease have been paid in accordance therewith; or

(ii) (a) the Agency shall have delivered a written notice to the State Treasurer of its intention to prepay all of the Agency Rent Payments remaining unpaid;

(b) the Agency shall have caused to be deposited with the State Treasurer (1) moneys and/or Government Obligations in accordance with the Financing Lease; and (2) an Opinion of Counsel to the effect that such actions are permitted under the Financing Lease, under the Master Financing Lease and under the Trust Agreement and will not cause interest evidenced and represented by the Certificates to be includable in gross income for federal income tax purposes under the Code; and

(c) for so long as any Base Rent Payments remain unpaid, provision shall have been made satisfactory to the Corporation and the Fiscal Agent for payment of all Additional Rent.

Eminent Domain

If the Property subleased to the Agency pursuant to the Financing Lease, or so much thereof so as to render the remainder unsuitable for the purposes for which it was used by the Agency at the time of such taking shall be taken under the power of eminent domain (or sold under threat of condemnation), the sublease of such Property pursuant to the Financing Lease shall cease as of the day that the Agency is required to vacate such Property. If less than all of such Property is taken under the power of eminent domain (or sold under threat of condemnation), and the remainder is suitable for the purposes for which it was used by the Agency at the time of such taking, as reasonably determined by the State Treasurer, then the sublease thereof pursuant to the Financing Lease shall continue in full force and effect as to such remainder, and the Parties waive any benefits of the law to the contrary. In such event, there shall be no abatement of the rental due under the Financing Lease. So long as any Agency Rent Payments under the Financing Lease remain unpaid, any eminent domain award and any proceeds of sale under threat of condemnation for all or any part of the Property shall be applied to the prepayment of Agency Rent Payments as provided in the Financing Lease. Any award or proceeds in excess of the amount necessary to prepay such Agency Rent Payments due under the Financing Lease, and thereby to prepay or provide for the payment of the corresponding portion of the Base Rent Payments under the Master Financing Lease, shall be paid to the Corporation, the State and the Agency as their respective interests may appear.

Loss of Title

If there is a loss of title to the Property subleased to the Agency pursuant to the Financing Lease which is insured under a policy or policies of title insurance, or so much thereof so as to render the remainder

unsuitable for the purposes for which it was used by the Agency at the time of such loss, the sublease of such Property pursuant to the Financing Lease shall cease as of the day that the Agency is required to vacate such Property. If there is a loss of title to less than all of such Property, and the remainder is suitable for the purposes for which it was used by the Agency at the time of such loss, as reasonably determined by the State Treasurer, then the sublease thereof pursuant to the Financing Lease shall continue in full force and effect as to such remainder, and the Parties waive any benefits of the law to the contrary. In such event, there shall be no abatement of the rental due under the Financing Lease. So long as any Agency Rent Payments under the Financing Lease remain unpaid, any payments under such title insurance policy or policies with respect to such Property shall be applied to the prepayment of Agency Rent Payments as provided in the Financing Lease. Any payment in excess of the amount necessary to prepay such Agency Rent Payments due under the Financing Lease, and thereby to prepay or provide for the payment of the corresponding portion of the Base Rent Payments due under the Master Financing Lease, shall be paid to the Corporation, the State and the Agency as their respective interests may appear.

Damage or Destruction

If all or any portion of the Property subleased to the Agency pursuant to the Financing Lease shall be damaged or destroyed by fire or other casualty, the sublease thereof pursuant to the Financing Lease shall not terminate, nor shall there be any abatement of the rent payable under the Financing Lease. So long as any Agency Rent Payments under the Financing Lease remain unpaid, any payments under the property insurance policy or policies with respect to such Property may be applied to the prepayment of Agency Rent Payments as provided in the Financing Lease, or may be paid to the State Treasurer and applied as provided in the Trust Agreement.

Covenants and Agreements of the Agency

The Agency covenants and agrees as follows:

(i) *Budget.* The Local Agency shall take such action as may be necessary to include all the Agency Rent Payments and Additional Rent due under the Local Agency Financing Lease in its annual budget and to make the necessary annual appropriations for all such Agency Rent Payments and Additional Rent.

(ii) *Tax-Exemption.* The Agency shall not make any use of the proceeds of the Financing Lease or the Certificates or of any other amounts, regardless of the source, or of any property, and shall not take or refrain from taking any action, that would cause the Master Financing Lease or the Certificates to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Agency shall not use or permit the use of the Property or any part thereof by any Person other than a "governmental unit" as that term is defined in Section 141 of the Code, in such manner or to such extent as would result in the loss of the exclusion from gross income for federal income tax purposes of the Interest Component of the Base Rent Payments under Section 103 of the Code. The Agency shall not make any use of the proceeds of the Financing Lease or the Certificates or of any other amounts, and shall not take or refrain from taking any action, that would cause the Master Financing Lease or the Certificates to be "federally guaranteed" within the meaning of Section 149(b) of the Code or "private activity bonds" within the meaning of Section 141 of the Code, or "hedge bonds" within the meaning of Section 149 of the Code. To that end, for so long as any Agency Rent Payments remain unpaid, the Agency, with respect to such proceeds and other amounts, will comply with all requirements under such Sections and all applicable regulations of the United States Department of the Treasury promulgated under the Financing Lease. The Agency will at all times do and perform all acts and things permitted by law which are necessary or desirable in order to assure that the Interest Components of the Agency Rent Payments will not be included in gross income of the Owners of the Certificates for federal income tax purposes under the Code, and will take no action that would result in such interest

being so included. The Agency shall comply with the applicable provisions of the Tax Certificate and Agreement.

(iii) *Liens; Assignments and Subleases.* The Agency shall not create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Property or any part thereof, except for Permitted Encumbrances. The Agency shall promptly, at its own expense, take such action as may be necessary to duly discharge any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The Agency shall not grant, sell, transfer, assign, pledge, convey, mortgage, pledge, sublet or otherwise dispose of any of the Property or any interest tin the Financing Lease during the term of the Financing Lease, and any such attempted grant, sale, transfer, assignment, pledge, conveyance or disposal shall be void.

(iv) *Pledge of Funds and Credit of Local Agency.* The obligations of the Local Agency under the Local Agency Financing Lease constitute a debt and a general obligation of the Local Agency, and a contracting of an indebtedness by the Local Agency, to which the full faith and credit of the Local Agency are pledged. If and to the extent authorized by law, the Local Agency covenants and agrees that it will levy taxes in such amounts and at such times as shall be necessary, within and as a part of the tax levy, if any, permitted to the Local Agency without a vote of its electors, to provide funds, together with other legally available moneys, sufficient to make the Agency Rent Payments and the other payments required under the Local Agency Financing Lease.

(v) *Use of Property.* During the term of the Local Agency Financing Lease, the Local Agency will use the Property for the purposes of performing one or more of its essential governmental functions or responsibilities.

(vi) *Maintenance; Repairs.* For so long as the Agency is in possession of the Property, the Agency shall be solely responsible for the maintenance and repair, both ordinary and extraordinary, thereof. The Agency will (a) keep and maintain the Property in good repair and condition, protect the same from deterioration other than normal wear and tear, and pay or cause to be paid all charges for utility services to the Property; (b) comply with the requirements of applicable laws, ordinances and regulations and the requirements of any insurance or self-insurance program required under the Financing Lease in connection with the use, occupation and maintenance of the Property; (c) obtain all permits and licenses, if any, required by law for the use, occupation and maintenance of the Property; and (d) pay all costs, claims, damages, fees and charges arising out of its possession, use or maintenance of the Property.

(vii) *Hazardous Substances.*

(a) *Use.* The Agency and its officers, agents, employees, contractors, or invitees, shall not use the Property in a manner that violates any applicable federal, state or local law, regulation or ordinance, including, but not limited to, any such law, regulation or ordinance pertaining to air and water quality, the handling, transportation, storage, treatment, usage and disposal of Toxic or Hazardous Substances, air emissions, other environmental matters, and all zoning and other land use matters. The Agency shall not cause or permit the release or disposal of any Toxic or Hazardous Substances on or from the Property.

(b) *Indemnity.* The Agency, to the extent permitted by law, agrees to protect, indemnify, defend (with counsel satisfactory to the Local Agency) and hold the State, the Corporation and the Fiscal Agent, and their respective directors, officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, expenses, liabilities or losses arising out of or in any way relating to the presence, release or disposal of Toxic or Hazardous Substances on or from the Property; *provided, however,* that the Agency shall not be obligated to provide such indemnification, in its capacity as

Lessee under the Financing Lease, from any such claims, judgments, damages, penalties, fines, expenses, liabilities or losses relating to the presence, release or disposal of Toxic or Hazardous Substances on or from the Property occurring when the Agency is or was not in possession of the Property. Such indemnity shall include, without limitation, costs incurred in connection with:

(1) Toxic or Hazardous Substances present or suspected to be present in the soil, groundwater or soil vapor on or under the Property; or

(2) Toxic or Hazardous Substances that migrate, flow, percolate, diffuse, or in any way move onto or under the Property; or

(3) Toxic or Hazardous Substances present on or under the Property as a result of any discharge, dumping, spilling (accidental or otherwise) onto the Property by any person, corporation, partnership, or entity other than the Agency, its officials, officers, employees or agents.

The indemnification provided by this subsection shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision or other third party because of the presence or suspected presence of Toxic or Hazardous Substances in the soil, groundwater, or soil vapor on or under the Property. Such costs may include, but not be limited to, damages for the loss or restriction on use of renewable or usable space or of any amenity of the Property, sums paid in settlements of claims, attorneys fees, consultants fees, and expert fees.

(viii) *Notification Requirements.* The Agency shall promptly notify the other Parties in writing of all spills or releases of any Toxic or Hazardous Substances, all failures to comply with any federal, state, or local law, regulation or ordinance, all inspections of the Property by any regulatory entity concerning the same, all notices, orders, fines or communications of any kind from any governmental entity or third party that relate to the existence of or potential for environmental pollution of any kind existing on or resulting from the use of the Property or any activity conducted thereon, and all responses or interim cleanup action taken by or proposed to be taken by any government entity or private party on the Property.

Upon request by any Party, the Agency shall provide such Party with a written report (a) listing the Toxic or Hazardous Substances that were used or stored on the Property; (b) discussing all releases of Toxic or Hazardous Substances that occurred or were discovered on the Property and all compliance activities related to Toxic or Hazardous Substances, including all contacts with and all requests from third parties for cleanup or compliance; (c) providing copies of all permits, manifests, business plans, consent agreements or other contracts relating to Toxic or Hazardous Substances executed or requested during that time period; and (d) including such other information requested by such Party.

(ix) *Inspection Rights.* The Parties, and their its officers, employees and agents, shall have the right, but not the duty, to inspect the Property and the Agency's relevant environmental and land use documents at any time and to perform such tests on the Property as are reasonably necessary to determine whether the Agency is complying with the terms of the Financing Lease. The Agency shall be responsible for paying for any testing that is conducted if the Agency is not in compliance with the Financing Lease and such Party has reason to believe such noncompliance is due to the Agency's operations or use of the Property. If the Agency is not in compliance with the Financing Lease, such Party, without waiving or releasing any right or remedy it may have with respect to such noncompliance, shall have the right to immediately enter upon the Property

to remedy any contamination caused by the Agency's failure to comply notwithstanding any other provision of the Financing Lease. The Party shall use reasonable efforts to minimize interference with the Agency's business but shall not be liable for any interference caused thereby.

(x) *Corrective Action.* In the event any investigation, site monitoring, containment, cleanup, removal, restoration or other remedial work ("Remedial Work") of any kind is necessary under any applicable federal, state or local laws, regulations or ordinances, or is required by any governmental entity or other third person because of or in connection with the presence or suspected presence of Toxic or Hazardous Substances on or under the Property, the Agency shall assume responsibility for all such Remedial Work and shall promptly commence and thereafter diligently prosecute to completion all such Remedial Work. The Agency shall pay for all costs and expenses of such Remedial Work, including, without limitation, the Party's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work. In the event the Agency shall fail to timely commence, or cause to be commenced, or fail to diligently prosecute to completion, such Remedial Work, such Party may, but shall not be required to, cause such Remedial Work to be performed and all costs and expenses thereof, or incurred in connection therewith, shall become immediately due and payable as Additional Rent due to the State from the Agency.

(xi) *Insurance.*

(a) The Agency shall maintain, or cause to be maintained, in full force and effect, comprehensive general liability insurance with respect to the Property in such amounts as may be reasonably determined by the Agency from time to time but in any event not less than $1,000,000 per occurrence, or such greater amount as the State Treasurer may reasonably require from time to time. Such insurance may be carried under a blanket policy with umbrella coverage. Such insurance shall cover any and all liability of the Agency and its officials, officers, employees and volunteers. Such insurance shall include (1) coverage for any accident resulting in personal injury to or death of any person and consequential damages arising therefrom; and (2) comprehensive property damage insurance.

(b) The Agency shall maintain or cause to be maintained in full force and effect fire and extended coverage insurance with respect to the Property in such amounts as the Agency may reasonably determine from time to time, but in any event not less than the aggregate of the principal components of Agent Rent Payments due under the Financing Lease which remain unpaid. Such insurance may be carried under a policy or policies covering other property of the Agency. Such property insurance shall be "all risk" insurance, and shall cover physical loss or damage as a result of fire, lightning, theft, vandalism, malicious mischief, flood, earthquake, and boiler and machinery; provided, that the State Treasurer may waive the requirement for earthquake or flood insurance if it determines, in its reasonable discretion, that the same is not available from reputable insurers and commercially reasonable rates. Such extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as the Agency may reasonably determine from time to time. Such policies of insurance shall provide that all proceeds under the Financing Lease shall be payable to the Fiscal Agent, as assignee of the Corporation, pursuant to a lender's loss payable endorsement in a form approved in writing by the State Treasurer, which approval shall not be unreasonably withheld or delayed. The net proceeds of such insurance shall be applied as provided in the Trust Agreement. Such insurance may at any time include a deductible of not to exceed $5,000 for losses in any year, or such greater amount as the State Treasurer may approve in writing.

(c) The insurance required under paragraphs (a) and (b) above (1) shall be provided by a financially responsible insurance company authorized to do business in the State; (2) shall name the Fiscal Agent, as assignee of the Corporation, as additional insureds under the Financing Lease; (3) shall provide that the same may not be canceled or given notice of non-renewal, nor shall the terms of conditions thereof be altered, amended or modified, without at least 45 days' prior written notice being given by the insurer to the State Treasurer; and (4) may be provided in whole or in part through a funded program of self-insurance reviewed at least annually by an insurance actuary.

(d) A certificate of insurance with respect to the required coverages shall be provided by the Agency to the State Treasurer annually on or prior to the December 1 with respect to any required insurance maintained pursuant hereto.

(e) Unless otherwise agreed by the State, the Agency shall obtain a policy or policies of title insurance on the Property, subject only to Permitted Encumbrances, in an amount equal to the aggregate amount of Agency Rent Payments to become due under the Financing Lease, payable to the State and the Fiscal Agent, in a form and from a provider approved in writing by the State Treasurer, which approval shall not be unreasonably withheld or delayed. The proceeds received under any such policy shall be applied as provided in the Financing Lease.

(f) The Agency will pay or cause to be paid when due the premiums for all insurance policies required under the Financing Lease.

Agency Event of Default

(i) Failure by the Agency to pay or cause to be paid any Agency Rent Payment required to be paid under the Financing Lease within ten (10) Business Days of the respective Agency Rent Payment Date, other than (in the case of a State Agency) as a result of a Permitted Termination Event;

(ii) Failure by the Agency to observe or perform any covenant, agreement, term or condition on its part to be observed or performed under the Financing Lease, other than as set forth in paragraph (i) above, for a period of thirty (30) days after written notice from the State Treasurer or the Fiscal Agent to the Agency specifying such failure and requesting that it be remedied; *provided, however,* that such period shall be extended for not more than sixty (60) days if such failure cannot be corrected within such period, and the corrective action is commenced by the Agency within such period and diligently pursued until the failure is corrected;

(iii) If any statement, representation, or warranty made by the Agency in the Financing Lease or in any writing delivered by the Agency pursuant hereto or in connection therewith is false, misleading, or erroneous in any material respect;

(iv) If the Agency's interest under the Financing Lease or any part of the Financing Lease shall be assigned, sublet or transferred other than as provided in the Financing Lease, either voluntarily or by operation of law;

(v) If the Agency shall abandon or vacate the Property; and

(vi) Inability of the Agency to generally pay its debts as such debts become due, or admission by the Agency, in writing, of its inability to pay its debts generally, or the making by the Agency of a general assignment for the benefit of creditors, or the institution of any proceeding by or against the Agency seeking to adjudicate it as bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, reimbursement, adjustment, protection, relief or composition of it or its debts under any law relating to bankruptcy, insolvency or reorganization or relief of debtors, or seeking the entry of an order for relief or for appointment of a receiver, trustee, or other similar officer of

it or any substantial part of its property, or the taking of any action by the Agency to authorize any of the actions set forth above in the Financing Lease.

Notwithstanding the foregoing provisions of the Financing Lease, if by reason of *force majeure* the Agency is unable in whole or in part to carry out the covenants, agreements, terms and conditions on its part contained in the Financing Lease, the Agency shall not be deemed in default during the continuance of such inability. The term *"force majeure"* means the following: acts of God; strikes; lockouts or other industrial disturbances or disputes; acts of public enemies; orders or restraints of any kind of the government of the United States of America or any of its departments, agencies or officials, or of its civil or military authorities; orders or restraints of the State or of any of its departments, agencies or officials or civil or military authorities of the State; wars, rebellions, insurrections; riots; civil disorders; blockade or embargo; landslides; earthquakes; fires; storms; droughts; floods; explosions; or any other cause or event not within the control of the Agency.

The State Treasurer, with the prior written consent of the Fiscal Agent, may, at its election, waive any default or Agency Event of Default and its consequences under the Financing Lease and annul any notice thereof by written notice to the Agency to such effect, and thereupon the respective rights of the Parties under the Financing Lease shall be as they would have been if such default or Agency Event of Default had not occurred.

Rights of State Treasurer Following Agency Default Event

(i) *Continuation; Reentry and Reletting.* The State may continue the Financing Lease in full force and effect, and (a) collect rent and other amounts as they become due under the Financing Lease, (b) enforce every other term and provision of the Financing Lease to be observed or performed by the Agency, and (c) exercise any and all rights of entry and reentry upon the Property. In the event that the State does not elect to terminate the Financing Lease in the manner provided pursuant to paragraph (ii) of this Subheading, the Agency agrees to observe and perform all terms and provisions in the Financing Lease to be observed or performed by it, and, if the Property is not relet, to pay the full amount of the rent and other amounts due under the Financing Lease for the term of the Financing Lease, or, if the Property or any part thereof is relet, to pay any deficiency that results therefrom, in each case at the same time and in the same manner as otherwise provided in the Financing Lease, and notwithstanding any reentry or reletting by the State, or suit in unlawful detainer or otherwise brought by the State for the purpose of effecting such re-entry or obtaining possession of all or any part of the Property. Should the State elect to re-enter or obtain possession of all or any part of the Property, the Agency irrevocably appoints the State as the Agency's agent and attorney-in-fact (a) to relet the Property, or any part thereof, from time to time, either in the name of the State or otherwise, upon such terms and conditions and for such use and period as the State may determine in its discretion, (b) to remove all persons in possession thereof and all personal property whatsoever situated upon the Property, and (c) to place such personal property in storage in any warehouse or other suitable place for the Agency in the county in which such personal property is located, for the account of and at the expense of the Agency. The Agency shall be liable for, and agrees to pay the State, the State's costs and expenses in connection with reentry of the Property, removal and storage of any personal property, and reletting of the Property. The Agency agrees that the terms of the Financing Lease constitute full and sufficient notice of the right of the State Treasurer to reenter and relet the Property or any part thereof without effecting a surrender or termination of the Financing Lease. Termination of the Financing Lease upon an Agency Event of Default shall be effected solely as provided in paragraph (ii) of this Subheading. The Agency further waives any right to, and releases, any rental obtained by the State upon reletting in excess of the rental and other amounts otherwise due under the Financing Lease.

(ii) *Termination.* The State may terminate the Financing Lease, but solely upon written notice by the State Treasurer to the Agency of such election. No notice to pay rent, notice of default, or notice to deliver possession of the Property or of any part thereof, nor any entry or reentry upon the Property or any part thereof by the State Treasurer, nor any proceeding in unlawful detainer or otherwise brought by the State Treasurer for the purpose of effecting such reentry or obtaining possession, nor any other act shall operate to terminate the Financing Lease, and no termination of the Financing Lease on an account of a Master Contract Event of Default shall be or become effective by operation of law or acts of the Parties hereto or otherwise, unless and until such notice of termination shall have been given by the State Treasurer. The Agency agrees that no surrender of the Property or any part thereof, nor any termination of the Financing Lease by the Agency shall be valid or effective in any manner or for any purpose whatsoever unless such notice of termination shall have been given by the State Treasurer. Upon such termination, the State may (a) reenter the Property or any part thereof and remove all persons in possession thereof and all personal property whatsoever situated upon the Property, and (b) place such personal property in storage in any warehouse or other suitable place for the Agency in the county in which such personal property is located, for the account of and at the expense of the Agency. Upon such termination, the Agency's right to possession of the Property shall terminate, and the Agency shall surrender possession thereof to the State. In the event of such termination, the Agency shall remain liable to the State for damages in an amount equal to the rent and other amounts that would have been due under the Financing Lease for the balance of the term of the Financing Lease, less the net proceeds, if any, of any reletting of the Property or any part thereof by the State subsequent to such termination, after deducting the expenses incurred by the State in connection with any such reentry, removal and storage of personal property, and reletting. The State shall be entitled to collect damages from the Agency on the respective Agency Rent Payment Dates, or alternatively, the State Treasurer may accelerate the Agency's obligations under the Financing Lease and recover from the Agency (a) the worth at the time of award of the unpaid rental which had been earned at the time of termination, (b) the worth at the time of award of the amount by which the unpaid rental which would have been earned after the termination until the time of award exceeds the amount of such rental loss that the Agency proves could have been reasonably avoided, (c) the worth at the time of award by which the unpaid rental for the balance of the term of the Financing Lease after the time of award exceeds the amount of rental loss that the Agency proves could reasonably have been avoided, and (d) any other amount necessary to compensate the State for all the detriment proximately caused by the Agency's failure to perform its obligations under the Financing Lease, or which in the ordinary course would be likely to result therefrom, including but not limited to the State's expenses in connection with reentry of the Property, removal and storage of any personal property, and reletting of the Property. The worth at the time of award shall be computed using a discount rate equal to the composite Agency Interest Component of the unpaid Agency Rent Payments.

(iii) *Other Remedies.* In addition to the other remedies set forth in the Financing Lease, upon the occurrence and continuance of an Agency Event of Default, the State shall be entitled to proceed to protect and enforce the rights vested in them by the Financing Lease or by law. The terms and provisions of the Financing Lease and the duties and obligations of the Agency under the Financing Lease, and the officers and employees thereof, shall be enforceable by the State Treasurer by an action at law or in equity, for damages or for specific performance, or for writ of mandate, or by other appropriate action, suit or proceeding in any court of competent jurisdiction. Without limiting the generality of the foregoing, the State shall have the right to bring the following actions:

(a) *Accounting.* By action or suit in equity to require the Agency and its officers and employees to account as the trustee of an express trust;

(b) *Injunction.* By action or suit in equity to enjoin the violation of the rights of the State Treasurer.

(c) *Mandate.* By writ of mandate or other action, suit or proceeding at law or in equity to enforce the State Treasurer's rights against the Agency and its officers and employees, and to compel the Agency to perform and carry out its duties and obligations under the law and its covenants and agreements with the State Treasurer as provided in the Financing Lease.

In the event that the State shall prevail in any action, suit or proceeding brought to enforce any of the terms of provisions of the Financing Lease, the Agency shall be liable for the reasonable attorneys' fees of the State Treasurer in connection therewith.

No Remedy Exclusive; Non-Waiver

No remedy conferred upon or reserved to the State under the Financing Lease or under applicable law is intended to or shall be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Financing Lease or now or existing at law or in equity. No delay or omission to exercise any right or remedy accruing upon a default or an Agency Event of Default under the Financing Lease shall impair any such right or remedy or shall be construed to be a waiver of such default or Agency Event of Default, but any such right or remedy may be exercised from time to time and as often as may be deemed necessary or expedient. In order to exercise any remedy reserved to the State Treasurer under the Financing Lease, it shall not be necessary to give any notice, other than such notice as may be required under the Financing Lease. A waiver by the State Treasurer of any default or Agency Event of Default under the Financing Lease shall not constitute a waiver of any subsequent default or Agency Event of Default under the Financing Lease, and shall not affect or impair the rights or remedies of the State Treasurer in connection with any such subsequent default or Agency Event of Default.

No acceptance of less than the full amount of a rental payment due under the Financing Lease shall constitute an accord and satisfaction or compromise of any such payment unless the State Treasurer specifically agrees to such accord and satisfaction or compromise in writing.

Default by State

Anything in the Financing Lease to the contrary notwithstanding, the State shall not be in default in the observance or performance of any of the covenants, agreements, terms or conditions to be observed or performed by it under the Financing Lease unless and until obligations under the Financing Lease unless and until the State shall have failed to observe or perform such covenant, agreement, term or condition for a period of sixty (60) days after written notice by the Agency to the State Treasurer specifying such failure and requesting that it be remedied; *provided, however,* that such period shall be extended for such additional time as shall be reasonably required to correct such failure if corrective action is commenced by the State within such period and diligently pursued until the failure is corrected.

Indemnification of State and the Corporation

To the extent permitted by law, the Local Agency releases the State and the Corporation from, agrees that the State and the Corporation shall not be liable for, and agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from, any liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever arising out of the ownership or operation of the Property or the design, acquisition, construction, financing or refinancing thereof. To the extent permitted by law, the Local Agency agrees to indemnify and hold the State and the Corporation and their respective directors, officers, officials, employees, and agents harmless from any losses, costs, charges, expenses (including

reasonable attorneys' fees), judgments and liabilities incurred by it or them, as the case may be, in connection with any action, suit or proceeding instituted or threatened in connection with the transactions contemplated by the Local Agency Financing Lease or the exercise of rights or the performance of duties of the State or the Corporation under the Local Agency Financing Lease, the Master Financing Lease or the other Series 2005F Agreements, except to the extent caused by the gross negligence or willful misconduct of such indemnified party. The indemnification provided in the Local Agency Financing Lease shall survive the final payment of the Agency Rent Payments and the termination of the Local Agency Financing Lease for any reason**.**

Term

If on the scheduled termination date for the Financing Lease as set forth in the Financing Lease, all amounts due under the Financing Lease shall not have been paid or the payment thereof duly provided for pursuant to the Financing Lease, then the term of the Financing Lease shall be extended until ten (10) days after all amounts due under the Financing Lease shall have been paid or the payment thereof so provided for, except that the term of the Financing Lease shall in no event be extended more than five (5) years beyond such scheduled termination date. If prior to the scheduled termination date, all amounts due under the Financing Lease shall have been paid or the payment thereof so provided for, the term of the Financing Lease shall end ten (10) days thereafter or ten (10) days after written notice by the Agency to the State Treasurer, whichever is earlier. Notwithstanding the foregoing, the payment of all amounts due under the Financing Lease shall not result in the termination of the Financing Lease prior to the scheduled termination of the Site Lease.

Termination

The Agency agrees, upon the termination or expiration of the Financing Lease, to quit and surrender the Property (i) in the same good order, condition and repair as the same was in at the time of commencement of the term under the Financing Lease, except for acts of God and reasonable wear and tear, that affect the condition of the Property; and (ii) free and clear of all leases, occupancies, liens and encumbrances, other than those existing as of the Dated Date or subsequently created in accordance therewith. The Agency agrees that any permanent improvements and structures existing upon the Property at the time of such termination or expiration of the Financing Lease shall remain thereon. The Agency shall thereafter execute, acknowledge and deliver to the State Treasurer such instruments of further assurance as in the reasonable opinion of the State Treasurer are necessary or desirable to confirm the State Treasurer's leasehold right, title and interest in and to the Property.

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APPENDIX C

PROPOSED FORM OF CERTIFICATE COUNSEL OPINION

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FOSTER PEPPER & SHEFELMAN PLLC
ATTORNEYS AT LAW

[FORM OF APPROVING LEGAL OPINION]

State of Washington
c/o State Finance Committee
Olympia, Washington

Re: State of Washington Certificates of Participation, Series 2005F

We have acted as special counsel to the state of Washington (the "State") in connection with the execution and delivery by The Bank of New York in the capacity of fiscal agent of the State (the "Fiscal Agent") of Certificates of Participation, Series 2005F, in the Initial Principal Amount of $11,100,000 (the "Certificates") pursuant to a Trust Agreement, Series 2005F (the "Trust Agreement"), dated as of December 15, 2005 (the "Dated Date"), by and among the State, acting by and through the State Treasurer of the State (the "State Treasurer"), the Fiscal Agent and the Washington Finance Officers Association (the "Corporation"), a Washington nonprofit corporation. Capitalized terms used in this opinion that are not otherwise defined have the meanings given such terms in Appendix I to the Trust Agreement.

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The Certificates evidence and represent undivided proportionate ownership interests in the Principal Components and Interest Components of Installment Payments and Base Rent Payments to be made by the State ("State Payments") pursuant to a Master Financing Contract, Series 2005F (the "Master Financing Contract"), and a Master Financing Lease, Series 2005F (the "Master Financing Lease" and together with the Master Financing Contract, the "Master Financing Agreements"), each dated as of the Dated Date, entered into by and between the Corporation and the State, acting by and through the State Treasurer, to finance or refinance the acquisition and/or improvement of certain personal property and real property (the "Property") for State Agencies and Local Agencies (the "Agencies").

PORTLAND
Oregon

SEATTLE
Washington

SPOKANE
Washington

The Master Financing Contract constitutes a special, limited obligation of the State payable solely from the sources set forth therein, including Agency Installment Payments required to be paid by the State Agencies pursuant to State Agency Financing Addenda, Series 2005F, to the Master Financing Contract (the "State Agency Financing Addenda"), and by Local Agencies pursuant to Local Agency Financing Contracts, Series 2005F (the "Local Agency Financing Contracts," and, together with the State Agency Financing Addenda, the "Agency Financing Contracts"). The Master Financing Lease also constitutes a special, limited

obligation of the State payable solely from the sources set forth therein, including Agency Rent Payments required to be paid by Local Agencies pursuant to Local Agency Financing Leases, Series 2005F (the "Local Agency Financing Leases," and, together with the Agency Financing Contracts, the "Agency Financing Agreements"). Pursuant to the Master Financing Agreements, the State Treasurer is conditionally obligated, to the extent of legally available appropriated funds, to pay Agency Installment Payments and Agency Rent Payments when due under Local Agency Financing Contracts and Local Agency Financing Leases upon the default of any Local Agency.

Pursuant to a Master Assignment, Series 2005F (Equipment), and a Master Assignment, Series 2005F (Real Property) (the "Master Assignments"), each dated as of the Dated Date, the Corporation has unconditionally granted, sold, assigned, transferred and conveyed to the Fiscal Agent without recourse (i) all of its rights to receive the State Payments under and pursuant to the Master Financing Agreements, and (ii) all of its remaining right, title and interest in, to and under the Master Financing Agreements and the Agency Financing Agreements, and in and to the Property (including any security interest therein), including but not limited to its right to take all actions and exercise all remedies under and pursuant to the Master Financing Agreements.

We have not been engaged nor have we undertaken to review the accuracy, completeness or sufficiency of the official statement or other offering material relating to the Certificates nor with respect to the validity or sufficiency of any undertaking for continuing disclosure. As to matters of fact material to this opinion, we have relied upon representations contained in the certified proceedings and other certifications of public officials furnished to us, without undertaking to verify the same by independent investigation.

Under the Internal Revenue Code of 1986, as amended (the "Code"), the State and the Agencies are required to comply with certain requirements after the date of execution and delivery of the Certificates in order to maintain the exclusion of the interest evidenced and represented by the Certificates from gross income for federal income tax purposes, including, without limitation, requirements concerning the qualified use of Certificate proceeds and the Property financed or refinanced with Certificate proceeds, limitations on investing gross proceeds of the Certificates in higher yielding investments in certain circumstances, and the arbitrage rebate requirement to the extent applicable to gross proceeds of the Certificates. The State and the Agencies have covenanted to comply with those requirements, but if the State or the Agencies fail to comply with those requirements, interest evidenced and represented by the Certificates could become taxable retroactive to the date of execution and delivery of the Certificates. We have not undertaken and do not undertake to monitor compliance with such requirements.

Under the statutes, regulations, published rulings and court decisions existing on the date of this opinion and based on our review of such other documents, proceedings and certifications as we have deemed necessary, it is our opinion that:

State of Washington
[Date]

1. The Master Financing Agreements have been duly authorized, executed and delivered by the State, acting by and through the State Treasurer and the respective State Agencies, and, assuming the due authorization, execution and delivery thereof by the Corporation, constitute valid, binding and enforceable obligations of the State payable solely from the sources set forth therein. The Master Financing Agreements do not constitute general obligations of the State, and neither the full faith and credit nor the taxing power of the State is pledged to the payment thereof.

2. The obligation of each State Agency to pay Agency Installment Payments during the term of its State Agency Financing Addendum constitutes a valid and binding obligation of such State Agency, subject to appropriation by the State Legislature and to Executive Order reduction by the Governor of the State. Such obligation does not constitute a general obligation of the State, and neither the full faith and credit nor taxing power of the State is pledged to the payment thereof.

3. The conditional obligation of the State Treasurer pursuant to the Master Financing Agreements to pay Agency Installment Payments and Agency Rent Payments under each Local Agency Financing Contract and Local Agency Financing Lease upon the default of a Local Agency is subject to appropriation by the State Legislature and to Executive Order reduction by the Governor of the State. Such conditional obligation does not constitute a general obligation of the State, and neither the full faith and credit nor taxing power of the State is pledged to the payment thereof.

4. Assuming (a) the due authorization, execution and delivery of the Master Assignments by the Corporation and the Fiscal Agent, (b) the due authorization, execution and delivery of the Trust Agreement by the Corporation and the Fiscal Agent, and (c) the due authorization, execution and delivery of the Certificates by the Fiscal Agency, the Certificates are entitled to the benefits of the Master Assignments and the Trust Agreement.

5. Assuming compliance by the State and the Agencies after the date of execution and delivery of the Certificates with applicable requirements of the Code, the Interest Component of each State Payment ("Interest") under the Master Financing Agreements and received by the Owners of Certificates is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals; however, while Interest also is not an item of tax preference for purposes of the alternative minimum tax applicable to corporations, Interest received by corporations is to be taken into account in the computation of adjusted current earnings for purposes of the alternative minimum tax applicable to corporations, Interest received by certain S corporations may be subject to tax, and Interest received by foreign corporations with United States branches may be subject to a foreign branch profits tax.

We express no opinion regarding any other federal tax consequences arising with respect to the ownership of the Certificates. Owners of the Certificates should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences.

Our opinions with respect to the enforceability of various documents are subject to limitations imposed by bankruptcy, insolvency or other laws affecting creditors' rights and by the application of equitable principles and the exercise of judicial discretion in appropriate cases.

This opinion is given as of the date hereof and we assume no obligation to update, revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or any changes in law that may hereafter occur.

We bring to your attention the fact that the foregoing opinions are expressions of our professional judgment on the matters expressly addressed and do not constitute guarantees of result.

Respectfully submitted,

APPENDIX D

EXCERPTS FROM THE STATE'S 2004 FINANCIAL STATEMENTS

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Sunset Building
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Olympia, Washington 98504-0021

Washington State Auditor
Brian Sonntag

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FAX (360) 753-0646
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INDEPENDENT AUDITOR'S REPORT

December 16, 2004

The Honorable Gary Locke
Governor, State of Washington

Dear Governor Locke:

We have audited the accompanying basic financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate discretely presented component units and remaining fund information of the State of Washington as of and for the fiscal year ended June 30, 2004, as listed in the table of contents. These financial statements are the responsibility of the state's management. Our responsibility is to express an opinion on these financial statements based on our audit. We did not audit the financial statements of the Department of Retirement Systems and the Local Government Investment Pool, which represent 14 percent and 51 percent, respectively of the assets and revenues/additions of the aggregate discretely presented component units and remaining fund information. Those financial statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for the Department of Retirement Systems and the Local Government Investment Pool, is based upon their reports.

We conducted our audit in accordance with generally accepted auditing standards in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit and the report of other auditors provide a reasonable basis for our opinion.

In our opinion, based on our report and the report of other auditors, the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate discretely presented component units and remaining fund information of the State of Washington as of June 30, 2004, and the results of its operations and cash flows of its proprietary funds for the fiscal year then ended, in conformity with accounting principles generally accepted in the Unites States of America.

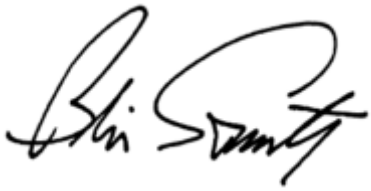
In accordance with *Government Auditing Standards* in the United States of America, we will issue our report on our consideration of the State of Washington's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grants. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Management's discussion and analysis and the required supplementary information are not a required part of the basic financial statements, but are supplementary information the Governmental Accounting Standards Board requires. We applied limited procedures, consisting principally of inquiries of management regarding the methods of measurement and presentation of the supplementary information. We did not audit the information and express no opinion thereon.

Our audit was made for the purpose of forming opinions on the financial statements that collectively comprise the State of Washington's basic financial statements. The combining and individual fund statements and schedules listed in the table of contents, and the budgetary reports (CAF1054) referenced in Note 1.E.1 are for purposes of additional analysis, and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

The other data included in this report, designated as the introductory and statistical sections in the table of contents, has not been audited by us and, accordingly, we express no opinion on such data.

Sincerely,



BRIAN SONNTAG,CGFM
STATE AUDITOR

Basic Financial Statements

Government-wide Financial Statements

State of Washington
Statement of Net Assets
June 30, 2004
(expressed in thousands)

	Primary Government			
	Governmental Activities	Business-Type Activities	Total	Component Units
ASSETS				
Cash and pooled investments	$ 4,085,386	$ 3,340,797	$ 7,426,183	$ 37,197
Taxes receivable (net of allowance)	2,463,109	4,728	2,467,837	-
Other receivables (net of allowance)	861,330	1,230,560	2,091,890	1,398
Internal balances (net)	5,717	(5,717)	-	-
Due from other governments	2,356,632	72,812	2,429,444	-
Inventories	79,259	74,763	154,022	-
Investments, noncurrent	3,129,127	10,224,834	13,353,961	23,799
Other assets	129,553	88,818	218,371	20,117
Capital assets (Note 6):				
Non-depreciable assets	14,833,863	187,665	15,021,528	34,677
Depreciable assets, net of depreciation	6,459,675	1,264,369	7,724,044	432,722
Total capital assets, net of depreciation	21,293,538	1,452,034	22,745,572	467,399
Total Assets	34,403,651	16,483,629	50,887,280	549,910
LIABILITIES				
Accounts payable	958,539	111,232	1,069,771	1,705
Contracts and retainage payable	81,260	30,186	111,446	2,342
Accrued liabilities	402,819	224,746	627,565	115
Obligations under securities lending	948,119	1,442,576	2,390,695	-
Due to other governments	656,781	38,327	695,108	-
Deferred revenue	384,430	44,398	428,828	759
Long-term liabilities (Note 7):				
Due within one year	688,348	1,819,349	2,507,697	-
Due in more than one year	10,636,990	16,825,896	27,462,886	37,000
Total Liabilities	14,757,286	20,536,710	35,293,996	41,921
NET ASSETS				
Invested in capital assets, net of related debt	7,816,518	522,368	8,338,886	428,057
Restricted for:				
Unemployment compensation	-	1,624,239	1,624,239	-
Other purposes	438,643	-	438,643	22,276
Capital projects	749,568	-	749,568	-
Expendable permanent fund principal	664,262	-	664,262	-
Nonexpendable permanent endowments	1,254,059	-	1,254,059	-
Unrestricted (deficit)	8,723,315	(6,199,688)	2,523,627	57,656
Total Net Assets	$ 19,646,365	$ (4,053,081)	$ 15,593,284	$ 507,989

The notes to the financial statements are an integral part of this statement.

State of Washington
Statement of Activities
For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions
Primary Government:				
Governmental Activities:				
General government	$ 918,215	$ 448,505	$ 388,436	$ 2,572
Education--elementary and secondary (K-12)	6,085,686	10,933	648,235	-
Education--higher education	4,215,975	1,250,347	1,476,306	22,357
Human services	9,347,664	358,769	5,247,719	18,923
Adult corrections	643,802	5,560	2,895	4,816
Natural resources and recreation	651,282	339,387	127,872	31,364
Transportation	1,309,913	677,359	50,935	438,519
Intergovernmental grants	329,525	-	-	-
Interest on long-term debt	478,239	-	-	-
Total governmental activities	23,980,301	3,090,860	7,942,398	518,551
Business-type Activities:				
Workers' compensation	2,388,818	1,515,427	7,480	-
Unemployment compensation	1,744,694	1,345,000	450,444	-
Higher education student services	1,130,446	1,128,029	10,515	31
Health insurance programs	1,043,729	1,041,636	-	-
Other	951,164	1,027,565	9	4,272
Total business-type activities	7,258,851	6,057,657	468,448	4,303
Total Primary Government	$ 31,239,152	$ 9,148,517	$ 8,410,846	$ 522,854
Total Component Units	$ 29,982	$ 11,139	$ 369	$ 500

General revenues:
- Taxes - sales and use taxes
- Taxes - business and occupation taxes
- Taxes - property
- Taxes - other
- Interest and investment earnings

Total general revenues

Excess (deficiency) of revenues over expenses before contributions to endowments and transfers

Contributions to endowments

Transfers

Change in net assets

Net assets -- beginning, as restated

Net assets -- ending

The notes to the financial statements are an integral part of this statement.

Net (Expense) Revenue and Changes in Net Assets			
Primary Government			
Governmental Activities	Business-type Activities	Total	Component Units
$ (78,702)	$ -	$ (78,702)	
(5,426,518)	-	(5,426,518)	
(1,466,965)	-	(1,466,965)	
(3,722,253)	-	(3,722,253)	
(630,531)	-	(630,531)	
(152,659)	-	(152,659)	
(143,100)	-	(143,100)	
(329,525)	-	(329,525)	
(478,239)	-	(478,239)	
(12,428,492)	-	(12,428,492)	
-	(865,911)	(865,911)	
-	50,750	50,750	
-	8,129	8,129	
-	(2,093)	(2,093)	
-	80,682	80,682	
-	(728,443)	(728,443)	
(12,428,492)	(728,443)	(13,156,935)	
			$ (17,974)
6,234,499	-	6,234,499	-
2,078,265	-	2,078,265	-
1,527,208	-	1,527,208	-
3,252,617	116,194	3,368,811	-
294,400	285,883	580,283	16
13,386,989	402,077	13,789,066	16
958,497	(326,366)	632,131	(17,958)
45,911	-	45,911	-
199,194	(199,194)	-	-
1,203,602	(525,560)	678,042	(17,958)
18,442,763	(3,527,519)	14,915,244	525,947
$ 19,646,365	$ (4,053,079)	$ 15,593,286	$ 507,989

Fund Financial Statements

GOVERNMENTAL FUNDS
Balance Sheet
June 30, 2004
(expressed in thousands)

	General	Higher Education Special Revenue	Higher Education Endowment	Nonmajor Governmental Funds	Total
Assets:					
Cash and pooled investments	$ 748,137	$ 139,357	$ 305,541	$ 2,715,321	$ 3,908,356
Investments	-	833,891	2,080,193	186,110	3,100,194
Taxes receivable (net of allowance)	2,361,117	-	-	101,992	2,463,109
Other receivables (net of allowance)	290,258	207,792	24,030	463,375	985,455
Due from other funds	131,972	144,285	39	240,842	517,138
Due from other governments	738,862	105,086	-	1,392,582	2,236,530
Inventories	16,482	8,692	-	33,836	59,010
Total Assets	$ 4,286,828	$ 1,439,103	$ 2,409,803	$ 5,134,058	$ 13,269,792
Liabilities and Fund Balances					
Liabilities:					
Accounts payable	$ 603,919	$ 46,130	$ 1	$ 274,529	$ 924,579
Contracts and retainages payable	11,799	375	1,555	66,181	79,910
Accrued liabilities	119,624	84,389	6,884	82,231	293,128
Obligations under security lending agreements	321,902	102,353	267,741	254,980	946,976
Due to other funds	498,021	44,053	173,534	175,540	891,148
Due to other governments	79,400	12,403	-	112,228	204,031
Deferred revenues	1,133,825	135,571	8,751	475,806	1,753,953
Claims and judgments payable, current	2,228	-	-	10,326	12,554
Total Liabilities	2,770,718	425,274	458,466	1,451,821	5,106,279
Fund Balances:					
Reserved for:					
Encumbrances	114,087	157,559	-	523,022	794,668
Inventories	14,749	8,692	-	33,836	57,277
Permanent funds	-	-	1,951,337	168,204	2,119,541
Other specific purposes	37,207	172,493	-	1,194,747	1,404,447
Unreserved, designated for:					
Working capital	964,631	-	-	-	964,631
Unrealized gains	-	3,809	-	-	3,809
Higher education	-	155,679	-	-	155,679
Special Revenue Funds	-	-	-	174	174
Debt Service Funds	-	-	-	288,231	288,231
Unreserved, undesignated	385,436	515,597	-	-	901,033
Unreserved, undesignated reported in nonmajor:					
Special Revenue Funds	-	-	-	1,474,023	1,474,023
Total Fund Balances	1,516,110	1,013,829	1,951,337	3,682,237	8,163,513
Total Liabilities and Fund Balances	$ 4,286,828	$ 1,439,103	$ 2,409,803	$ 5,134,058	$ 13,269,792

The notes to the financial statements are an integral part of this statement.

State of Washington
Reconciliation of the Governmental Funds Balance Sheet to the Statement of Net Assets
June 30, 2004
(expressed in thousands)

Total fund balances for governmental funds		$ 8,163,513
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds. These assets consist of:		
Non-depreciable assets	$ 14,798,014	
Depreciable assets, net of depreciation	6,172,043	
Total capital assets		20,970,057
Some of the state's revenues will be collected after year-end, but are not available soon enough to pay for the current period's expenditures, and therefore are deferred in the funds.		1,370,760
Accrued current interest on general obligation bonds		(185,674)
Internal service funds are used by management to charge the costs of certain activities to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net assets.		(70,828)
Some liabilities are not due and payable in the current period and therefore are not reported in the funds. Those liabilities consist of:		
Bonds and notes payable	(10,096,005)	
Accrued interest on bonds	(44,213)	
Claims and judgments	(77,425)	
Other obligations	(383,820)	
Total long-term liabilities		(10,601,463)
Net assets of governmental activities		$ 19,646,365

The notes to the financial statements are an integral part of this statement.

GOVERNMENTAL FUNDS
Statement of Revenues, Expenditures, and Changes in Fund Balances

For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

	General	Higher Education Special Revenue	Higher Education Endowment	Nonmajor Governmental Funds	**Total**
Revenues:					
Retail sales and use taxes	$ 6,174,008	$ -	$ -	$ 60,491	$ 6,234,499
Business and occupation taxes	2,018,718	-	-	59,547	2,078,265
Property taxes	1,392,963	-	-	134,245	1,527,208
Excise taxes	622,951	-	-	64,379	687,330
Motor vehicle and fuel taxes	-	-	-	925,723	925,723
Other taxes	1,016,412	-	-	630,815	1,647,227
Licenses, permits, and fees	75,513	505	-	589,554	665,572
Timber sales	5,465	-	8,256	125,933	139,654
Other contracts and grants	253,180	491,978	-	12,413	757,571
Federal grants-in-aid	5,916,782	1,005,025	-	779,747	7,701,554
Charges for services	44,504	1,032,316	7	461,568	1,538,395
Investment income (loss)	4,795	66,533	188,578	34,494	294,400
Miscellaneous revenue	84,645	122,773	3,530	491,729	702,677
Contribution and donations	-	-	45,911	-	45,911
Total Revenues	17,609,936	2,719,130	246,282	4,370,638	24,945,986
Expenditures:					
Current:					
General government	514,567	-	-	345,771	860,338
Human services	8,988,660	-	-	973,769	9,962,429
Natural resources and recreation	268,096	-	-	374,909	643,005
Transportation	27,037	426	-	1,269,489	1,296,952
Education	6,977,364	2,560,841	24	546,540	10,084,769
Intergovernmental	26,678	-	-	302,847	329,525
Capital outlays	67,471	101,937	-	1,372,288	1,541,696
Debt service:					
Principal	10,140	9,247	-	395,341	414,728
Interest	120	4,310	-	463,261	467,691
Total Expenditures	16,880,133	2,676,761	24	6,044,215	25,601,133
Excess of Revenues Over (Under) Expenditures	729,803	42,369	246,258	(1,673,577)	(655,147)
Other Financing Sources (Uses):					
Bonds issued	-	-	-	1,167,659	1,167,659
Refunding bonds issued	-	-	-	456,675	456,675
Payment to refunded bond escrow agent	-	-	-	(481,000)	(481,000)
Notes issued	4,960	11,475	-	1,680	18,115
Bond issue premium (discount)	-	8	-	70,873	70,881
Capital lease acquisitions	44	-	-	-	44
Transfers in	308,108	207,913	4,230	1,579,648	2,099,899
Transfers (out)	(895,006)	(250,539)	(43,624)	(674,459)	(1,863,628)
Total Other Financing Sources (Uses)	(581,894)	(31,143)	(39,394)	2,121,076	1,468,645
Net change in fund balances	147,909	11,226	206,864	447,499	813,498
Fund Balances - Beginning, as restated	1,368,201	1,002,603	1,744,473	3,234,738	7,350,015
Fund Balances - Ending	$ 1,516,110	$ 1,013,829	$ 1,951,337	$ 3,682,237	$ 8,163,513

The notes to the financial statements are an integral part of this statement.

State of Washington

Reconciliation of the Statement of Revenues, Expenditures and Changes in Fund Balances of Governmental Funds to the Statement of Activities

For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

Net change in fund balances--total governmental funds		$ 813,498
Amounts reported for governmental activities in the statement of activities are different because:		
Capital outlays are reported as expenditures in governmental funds. However, in the statement of activities, the cost of capital assets is allocated over their estimated useful lives as depreciation expense. In the current period, these amounts are:		
Capital outlay	1,585,173	
Depreciation expense	(350,079)	
Excess of capital outlay over depreciation expense		1,235,094
Bond proceeds provide current financial resources to governmental funds, however, issuing debt increases long-term liabilities in the statement of net assets. In the current period, proceeds were received from:		
Bonds and bond anticipation notes issued	(1,167,659)	
Refunding bonds issued	(456,675)	
Notes issued	(18,115)	
Bond issue premium	(70,881)	
Capital leases issued	(44)	
Total bond proceeds		(1,713,374)
Repayment of long-term debt is reported as an expenditure in governmental funds, but the repayment reduces long-term liabilities in the statement of net assets. In the current year, these amounts consist of:		
Bond principal retirement	414,728	
Payments to the bond refunding agent	481,000	
Total long-term debt repayment		895,728
Internal service funds are used by management to charge the costs of certain activities to individual funds. The net revenue of the internal service funds is reported with governmental activities.		39,213
Because some revenues will not be collected for several months after the state's fiscal year end, they are not considered "available" revenues in the governmental funds. Deferred revenues increased by this amount this year.		(9,524)
Some items reported in the statement of activities do not require the use of current financial resources and therefore are not reported as expenditures in governmental funds. These activities consist of:		
Increase in accrued and accreted interest	(36,186)	
Increase in compensated absences	(10,438)	
Increase in miscellaneous liabilities	(6,973)	
Increase in claims and judgments	(3,436)	
Total additional expenditures		(57,033)
Change in net assets of governmental activities		$ 1,203,602

The notes to the financial statements are an integral part of this statement.

PROPRIETARY FUNDS
Statement of Fund Net Assets

June 30, 2004
(expressed in thousands)

	Business-Type Activities Enterprise Funds					Governmental Activities
	Workers' Compensation	Unemployment Compensation	Higher Education Student Services	Nonmajor Enterprise Funds	Total	Internal Service Funds
Assets						
Current Assets:						
Cash and pooled investments	$ 26,552	$ 1,126,145	$ 342,435	$ 327,517	$ 1,822,649	$ 165,295
Investments	1,269,197	-	3,184	245,767	1,518,148	1,325
Taxes receivable (net of allowance)	-	-	-	4,728	4,728	-
Other receivables (net of allowance)	588,195	489,425	127,345	25,595	1,230,560	3,652
Due from other funds	11,264	3,566	44,493	48,512	107,835	61,301
Due from other governments	1,480	6,229	32,234	19,909	59,852	4,794
Inventories	177	-	32,099	42,487	74,763	20,249
Prepaid expenses	1	-	5,314	780	6,095	1,774
Total Current Assets	1,896,866	1,625,365	587,104	715,295	4,824,630	258,390
Noncurrent Assets:						
Investments, noncurrent	9,161,021	-	146,996	916,817	10,224,834	39,344
Other noncurrent assets	-	-	-	82,723	82,723	-
Capital Assets:						
Land	3,240	-	19,891	77,532	100,663	1,395
Buildings	62,441	-	1,070,069	400,816	1,533,326	59,495
Other improvements	1,020	-	62,838	5,658	69,516	21,033
Furnishings, equipment, and collections	35,595	-	235,455	55,552	326,602	552,002
Accumulated depreciation	(27,094)	-	(539,861)	(98,120)	(665,075)	(344,897)
Construction in progress	4,942	-	82,060	-	87,002	34,453
Total Noncurrent Assets	9,241,165	-	1,077,448	1,440,978	11,759,591	362,825
Total Assets	$ 11,138,031	$ 1,625,365	$ 1,664,552	$ 2,156,273	$ 16,584,221	$ 621,215
Liabilities						
Current Liabilities:						
Accounts payable	$ 4,166	$ -	$ 65,226	$ 41,840	$ 111,232	$ 33,960
Contracts and retainages payable	2,270	-	9,494	18,422	30,186	1,345
Accrued liabilities	128,172	-	88,137	127,526	343,835	16,916
Obligations under security lending agreements	1,269,197	-	-	173,379	1,442,576	1,143
Bonds and notes payable	2,898	-	19,613	39,502	62,013	4,559
Due to other funds	18,725	344	47,157	66,402	132,628	20,743
Due to other governments	-	674	211	5,322	6,207	86
Deferred revenues	13,542	-	30,623	233	44,398	1,237
Claims and judgments payable, current	1,569,942	-	-	68,307	1,638,249	81,423
Total Current Liabilities	3,008,912	1,018	260,461	540,933	3,811,324	161,412
Non-Current Liabilities:						
Claims and judgments payable, long-term	15,021,157	-	-	1,929	15,023,086	463,774
Bonds and notes payable	39,886	-	564,769	282,849	887,504	48,745
Other long-term liabilities	10,096	-	7,901	897,391	915,388	18,112
Total Non-Current Liabilities	15,071,139	-	572,670	1,182,169	16,825,978	530,631
Total Liabilities	18,080,051	1,018	833,131	1,723,102	20,637,302	692,043
Net Assets:						
Invested in capital assets, net of related debt	37,359	-	346,069	138,940	522,368	270,178
Restricted for:						
Unemployment compensation	-	1,624,347	-	-	1,624,347	-
Other specific purposes	-	-	-	-	-	-
Unrestricted	(6,979,379)	-	485,352	294,231	(6,199,796)	(341,006)
Total Net (Deficit) Assets	$ (6,942,020)	$ 1,624,347	$ 831,421	$ 433,171	$ (4,053,081)	$ (70,828)

The notes to the financial statements are an integral part of this statement.

PROPRIETARY FUNDS
Statement of Revenues, Expenses, and Changes in Fund Net Assets

For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

	Business-Type Activities Enterprise Funds					Governmental Activities
	Workers' Compensation	Unemployment Compensation	Higher Education Student Services	Nonmajor Enterprise Funds	Total	Internal Service Funds
Operating Revenues:						
Sales	$ -	$ -	$ 122,184	$ 468,212	$ 590,396	$ 125,290
Less: Cost of goods sold	-	-	75,454	314,562	390,016	107,351
Gross profit	-	-	46,730	153,650	200,380	17,939
Charges for services	17	-	928,590	50,676	979,283	491,959
Premiums and assessments	1,453,380	1,324,644	-	1,039,975	3,817,999	96,173
Federal aid for unemployment insurance benefits	-	450,320	-	-	450,320	-
Lottery ticket proceeds	-	-	-	481,440	481,440	-
Miscellaneous revenue	62,030	20,356	72,067	7,660	162,113	46,181
Total Operating Revenues	1,515,427	1,795,320	1,047,387	1,733,401	6,091,535	652,252
Operating Expenses:						
Salaries and wages	108,557	-	427,854	74,847	611,258	220,447
Employee benefits	26,272	-	71,716	20,659	118,647	48,648
Personal services	2,641	-	25,361	17,232	45,234	16,151
Goods and services	60,248	-	414,742	107,134	582,124	248,651
Travel	2,796	-	15,410	1,701	19,907	3,761
Premiums and claims	2,172,545	1,744,694	327	1,033,765	4,951,331	29,756
Lottery prize payments	-	-	-	295,488	295,488	-
Depreciation and amortization	6,261	-	51,116	16,584	73,961	53,449
Miscellaneous expenses	7,109	-	15,427	27,270	49,806	404
Total Operating Expenses	2,386,429	1,744,694	1,021,953	1,594,680	6,747,756	621,267
Operating Income (Loss)	(871,002)	50,626	25,434	138,721	(656,221)	30,985
Nonoperating Revenues (Expenses):						
Earnings (loss) on investments	171,169	60,132	20,542	34,040	285,883	2,214
Interest expense	(2,389)	-	(33,039)	(50,700)	(86,128)	(3,328)
Distributions to other governments	-	-	-	(34,951)	(34,951)	-
Other revenue (expenses)	7,480	124	15,703	137,441	160,748	(759)
Total Nonoperating Revenues (Expenses)	176,260	60,256	3,206	85,830	325,552	(1,873)
Income (Loss) Before Contributions and Transfers	(694,742)	110,882	28,640	224,551	(330,669)	29,112
Capital Contributions	-	-	31	4,272	4,303	3,674
Transfers in	296,274	-	155,712	43,070	495,056	44,202
Transfers (out)	(297,539)	-	(162,742)	(233,971)	(694,252)	(37,775)
Net Contributions and Transfers	(1,265)	-	(6,999)	(186,629)	(194,893)	10,101
Change in Net Assets	(696,007)	110,882	21,641	37,922	(525,562)	39,213
Net Assets - Beginning, as restated	(6,246,013)	1,513,465	809,780	395,249	(3,527,519)	(110,041)
Net Assets - Ending	$ (6,942,020)	$ 1,624,347	$ 831,421	$ 433,171	$ (4,053,081)	$ (70,828)

The notes to the financial statements are an integral part of this statement.

PROPRIETARY FUNDS
Statement of Cash Flows

Continued

For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

	Business-Type Activities Enterprise Funds					Governmental Activities
	Workers' Compensation	Unemployment Compensation	Higher Education Student Services	Nonmajor Enterprise Funds	Total	Internal Service Funds
Cash Flows from Operating Activities:						
Receipts from customers	$ 1,406,809	$ 1,246,855	$ 1,037,468	$ 2,008,509	$ 5,699,641	$ 716,823
Payments to suppliers	(1,502,735)	(1,743,677)	(550,712)	(1,717,503)	(5,514,627)	(391,780)
Payments to employees	(134,972)	-	(494,253)	(114,431)	(743,656)	(266,203)
Other receipts (payments)	41,860	491,483	72,085	7,293	612,721	46,244
Net Cash Provided (Used) by Operating Activities	(189,038)	(5,339)	64,588	183,868	54,079	105,084
Cash Flows from Noncapital Financing Activities:						
Transfers in	296,274	-	155,712	43,070	495,056	44,202
Transfers out	(297,539)	-	(162,742)	(233,971)	(694,252)	(37,775)
Operating grants and donations received	7,322	124	7,026	2	14,474	896
Taxes and license fees collected	5	-	-	136,523	136,528	-
Distributions to other governments	-	-	-	(34,951)	(34,951)	-
Net Cash Provided (Used) by Noncapital Financing Activities	6,062	124	(4)	(89,327)	(83,145)	7,323
Cash Flows from Capital and Related Financing Activities:						
Interest paid	(2,389)	-	(33,173)	(13,774)	(49,336)	(3,442)
Principal payments on long-term capital financing	(2,723)	-	(37,462)	(46,174)	(86,359)	(6,276)
Proceeds from long-term capital financing	-	-	137,595	30,725	168,320	4,857
Proceeds from sale of capital assets	-	-	35,683	1,952	37,635	41,879
Acquisitions of capital assets	(5,487)	-	(145,175)	(4,242)	(154,904)	(127,619)
Net Cash or Pooled Investments Provided by (Used in) Capital and Related Financing Activities	(10,599)	-	(42,532)	(31,513)	(84,644)	(90,601)
Cash Flows from Investing Activities:						
Receipt of interest	423,964	60,132	20,612	(2,109)	502,599	2,257
Proceeds from sale of investment securities	5,670,702	-	47,313	333,967	6,051,982	1,834
Purchases of investment securities	(5,874,539)	-	(50,965)	(351,653)	(6,277,157)	(2,125)
Net Cash Provided by (Used in) Investing Activities	220,127	60,132	16,960	(19,795)	277,424	1,966
Net Increase (Decrease) in Cash and Pooled Investments	26,552	54,917	39,012	43,233	163,714	23,772
Cash and Pooled Investments, July 1	-	1,071,228	303,423	284,284	1,658,935	141,523
Cash and Pooled Investments, June 30	$ 26,552	$ 1,126,145	$ 342,435	$ 327,517	$ 1,822,649	$ 165,295
Cash Flows from Operating Activities:						
Operating Income (Loss)	$ (871,002)	$ 50,626	$ 25,434	$ 138,721	$ (656,221)	$ 30,985
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided by Operations:						
Depreciation	6,261	-	51,116	16,584	73,961	53,449
Provision for uncollectible accounts	8,019	-	5,903	13	13,935	24
Other non-cash items	(21,507)	-	-	-	(21,507)	-
Change in Assets: Decrease (Increase)						
Receivables (net of allowance)	(45,311)	(56,981)	(13,027)	(31,785)	(147,104)	2,884
Inventories	5	-	(1,736)	(5,253)	(6,984)	(1,314)
Prepaid expenses	26	-	433	276	735	(311)
Change in Liabilities: Increase (Decrease)						
Payables	734,471	1,016	(3,535)	65,312	797,264	19,367
Net Cash or Cash Equivalents Provided by (Used in) Operating Activities	$ (189,038)	$ (5,339)	$ 64,588	$ 183,868	$ 54,079	$ 105,084

The notes to the financial statements are an integral part of this statement.

PROPRIETARY FUNDS
Statement of Cash Flows

Concluded

For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

	Business-Type Activities Enterprise Funds					Governmental Activities
	Workers' Compensation	Unemployment Compensation	Higher Education Student Services	Nonmajor Enterprise Funds	**Total**	Internal Service Funds
Noncash Investing, Capital and Financing Activities:						
Contributions of capital assets	$ -	$ -	$ 31	$ 4,272	$ 4,303	$ 3,674
Amortization of long-term lotto prize liability	-	-	-	34,132	34,132	-
Increase (decrease) in fair value of investments	(252,659)	-	(137)	(65,114)	(317,910)	(91)
Refunding bonds issued	-	-	4,380	-	4,380	-
Refunded bonds redeemed	-	-	4,160	-	4,160	-
Gain (loss) on on refunding activity	-	-	387	-	387	-
Amortization of debt premium (issue costs/discount)	-	-	(25)	-	(25)	-
Accretion of interest on zero coupon bonds	-	-	-	2,901	2,901	-

The notes to the financial statements are an integral part of this statement.

FIDUCIARY FUNDS
Statement of Fiduciary Net Assets

June 30, 2004
(expressed in thousands)

	Private-Purpose Trust	Local Government Investment Pool	Pension and Other Employee Benefit Plans	Agency Funds
Assets:				
Cash and pooled investments	$ 5,233	$ 2,747,577	$ 44,094	$ 279,758
Investments	-	2,463,130	-	1,500
Other receivables (net of allowance)	4,654	4,747	195,195	99,771
Due from other funds	91	-	24,888	490,619
Due from other governments	-	-	48,028	26,787
Total Current Assets	9,978	5,215,454	312,205	898,435
Noncurrent Assets:				
Investments, noncurrent	28,299	298,799	49,958,322	193,186
Other noncurrent assets	-	-	-	67,269
Capital Assets:				
Furnishings, equipment, and collections	86	-	-	-
Accumulated depreciation	(78)	-	-	-
Total Noncurrent Assets	28,307	298,799	49,958,322	260,455
Total Assets	$ 38,285	$ 5,514,253	$ 50,270,527	$ 1,158,890
Liabilities:				
Accounts payable	$ 3,438	$ -	$ -	$ 15,723
Contracts and retainages payable	-	-	-	19,078
Accrued liabilities	4,065	449,838	84,845	504,281
Obligations under security	-	298,800	3,317,990	25,430
Due to other funds	20	52	26,677	130,604
Due to other governments	-	-	-	391,731
Other long-term liabilities	28,322	-	-	72,043
Total Liabilities	35,845	748,690	3,429,512	$ 1,158,890
Net Assets:				
Net assets held in trust for:				
Pension benefits	-	-	45,097,255	
Deferred compensation participants	-	-	1,743,760	
Local government pool participants	-	4,765,563	-	
Individuals, organizations & other governments	2,440	-	-	
Total Net Assets	$ 2,440	$ 4,765,563	$ 46,841,015	

The notes to the financial statements are an integral part of this statement.

FIDUCIARY FUNDS
Statement of Changes in Fiduciary Net Assets

For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

	Private-Purpose Trust	Local Government Investment Pool	Pension and Other Employee Benefit Plans
Additions:			
Contributions:			
Employers	$ -	$ -	$ 174,860
Members	-	-	502,385
State	-	-	31,038
Pool participants	-	11,397,569	147,660
Total Contributions	-	11,397,569	855,943
Investment Income:			
Net appreciation (depreciation) in fair value	-	-	5,453,059
Income (loss) on investing activities	(3)	-	-
Interest and dividends	-	55,755	1,049,743
Less: Investment expenses	-	-	(58,289)
Net Investment Income	(3)	55,755	6,444,513
Other additions:			
Transfers from other pension plans	-	-	25,418
Transfers in	5,483	-	-
Other contracts, grants and miscellaneous	42,453	-	2,636
Total other additions	47,936	-	28,054
Total Additions	47,933	11,453,324	7,328,510
Deductions:			
Pension benefits	-	-	1,949,048
Pension refunds	-	-	110,434
Transfers to other pension plans	-	-	25,418
Transfers out	48,985	-	-
Administrative expenses	2,652	3,287	1,087
Distributions to pool participants	-	11,668,653	73,485
Payments to or on behalf of individuals, organizations and other governments in accordance with trust agreements	267	-	-
Total Deductions	51,904	11,671,940	2,159,472
Net Increase (Decrease)	(3,971)	(218,616)	5,169,038
Net Assets - Beginning, as restated	6,411	4,984,179	41,671,977
Net Assets - Ending	$ 2,440	$ 4,765,563	$ 46,841,015

The notes to the financial statements are an integral part of this statement.

COMPONENT UNITS
Statement of Fund Net Assets
June 30, 2004
(expressed in thousands)

	Public Stadium	Nonmajor Component Units	Total
Assets			
Current Assets:			
Cash and pooled investments	$ 4,160	$ 2,775	$ 6,935
Investments	-	30,262	30,262
Other receivables (net of allowance)	7	1,391	1,398
Prepaid expenses	30	322	352
Total Current Assets	4,197	34,750	38,947
Noncurrent Assets:			
Investments, noncurrent	21,676	2,123	23,799
Other noncurrent assets	-	19,765	19,765
Capital Assets:			
Land	34,677	-	34,677
Buildings	450,745	-	450,745
Furnishings and equipment	25,605	1,144	26,749
Accumulated depreciation	(43,900)	(872)	(44,772)
Total Noncurrent Assets	488,803	22,160	510,963
Total Assets	$ 493,000	$ 56,910	$ 549,910
Liabilities			
Current Liabilities:			
Accounts payable	$ 191	$ 1,514	$ 1,705
Contracts and retainages payable	2,342	-	2,342
Accrued liabilities	36	79	115
Deferred revenues	-	759	759
Total Current Liabilities	2,569	2,352	4,921
Non-Current Liabilities:			
Other long-term liabilities	37,000	-	37,000
Total Non-Current Liabilities	37,000	-	37,000
Total Liabilities	39,569	2,352	41,921
Net Assets:			
Invested in capital assets, net of related debt	427,785	272	428,057
Restricted for deferred sales tax	21,676	-	21,676
Restricted for other purposes	-	600	600
Unrestricted	3,970	53,686	57,656
Total Net (Deficit) Assets	$ 453,431	$ 54,558	$ 507,989

The notes to the financial statements are an integral part of this statement.

COMPONENT UNITS
Statement of Revenues, Expenses, and Changes in Fund Net Assets

For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

	Public Stadium	Nonmajor Component Units	**Total**
Program Revenues:			
Charges for services	$ 868	10,271	$ 11,139
Operating grants and contributions	-	369	369
Capital grants and contributions	500	-	500
Total Program Revenues	1,368	10,640	12,008
Expenses:			
Operating Expenses:			
Salaries and wages	313	3,752	4,065
Employee benefits	53	946	999
Personal services	147	596	743
Goods and services	160	2,675	2,835
Travel	4	24	28
Depreciation and amortization	18,562	125	18,687
Miscellaneous expenses	1,504	14	1,518
Total Operating Expenses	20,743	8,132	28,875
Nonoperating Expenses:			
Pass through grants	-	369	369
Interest	-	738	738
Total Nonoperating Expenses	-	1,107	1,107
Total Expenses	20,743	9,239	29,982
General Revenues:			
Earnings (loss) on investments	(20)	36	16
Total General Revenues	(20)	36	16
Change in Net Assets	(19,395)	1,437	(17,958)
Net Assets - Beginning	472,826	53,121	525,947
Net Assets - Ending	$ 453,431	$ 54,558	$ 507,989

The notes to the financial statements are an integral part of this statement.

Notes to the Financial Statements

For the Fiscal Year Ended June 30, 2004

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Note 1 - Summary of Significant Accounting Policies

The accompanying financial statements of the state of Washington have been prepared in conformity with generally accepted accounting principles (GAAP). The Office of Financial Management (OFM) is the primary authority for the state's accounting and reporting requirements. OFM has adopted the pronouncements of the Governmental Accounting Standards Board (GASB), which is the accepted standard-setting body for establishing governmental accounting and financial reporting principles nationally. For government-wide and enterprise fund reporting, the state follows only those private-sector standards issued on or before November 30, 1989, unless those pronouncements conflict with or contradict the pronouncements of the GASB. Following is a summary of the significant accounting policies:

A. Reporting Entity

In evaluating how to define the state of Washington, for financial reporting purposes, management has considered: all funds, organizations, institutions, agencies, departments, and offices that are legally part of the state (the primary government); organizations for which the state is financially accountable; and other organizations for which the nature and significance of their relationship with the state are such that exclusion would cause the state's financial statements to be misleading or incomplete.

Financial accountability exists when the primary government appoints a voting majority of an organization's governing body and is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to or impose specific financial burdens on the primary government. The primary government may be financially accountable if an organization is fiscally dependent on the primary government regardless of whether the organization has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board. An organization is fiscally dependent if it is unable to determine its budget without another government having the substantive authority to approve or modify that budget, to levy taxes or set rates or charges without substantive approval by another government, or to issue bonded debt without substantive approval by another government.

Based on these criteria, the following are included in the financial statements of the primary government:

STATE AGENCIES - Except as otherwise described herein, all state elected offices, departments, agencies, commissions, boards, committees, authorities, and councils (agencies) and all funds and subsidiary accounts of the state are included in the primary government. Executives of these agencies are either elected, directly appointed by the Governor, appointed by a board which is appointed by the Governor, or appointed by a board which is in part appointed by the Governor.

Additionally, a small number of board positions are established by statute or independently elected. The state Legislature creates these agencies, assigns their programs, approves operational funding, and requires financial accountability. The Legislature also authorizes all bond issuances for capital construction projects for the benefit of state agencies. The legal liability for these bonds and the ownership of agency assets resides with the state.

COLLEGES AND UNIVERSITIES - The governing boards of the five state universities, the state college, and the 34 state community and technical colleges are appointed by the Governor. Each college's governing board appoints a president to function as chief administrator. The state Legislature approves budgets and budget amendments for the colleges' appropriated funds, which include the state's General Fund as well as certain capital projects funds. The state Treasurer issues general obligation debt for major campus construction projects. However, the colleges are authorized to issue revenue bonds for construction of facilities for certain revenue generating activities such as housing, dining, and parking. These revenue bonds are payable solely from and secured by fees and revenues derived from the operation of constructed facilities; the legal liability for the bonds and the ownership of the college assets reside with the state. Colleges do not have separate corporate powers and sue and are sued as part of the state with legal representation provided through the state Attorney General's Office. Since the colleges are legally part of the state, their financial operations, including their blended component units, are reported in the primary government financial statements using the fund structure prescribed by GASB, not discretely reported according to the fund structure of the American Institute of Certified Public Accountants college and university reporting model.

RETIREMENT SYSTEMS - The state of Washington, through the Department of Retirement Systems, administers seven retirement systems for public employees of the state and political subdivisions: the Public Employees' Retirement System, the Teachers' Retirement System, the School Employees' Retirement System, the Law Enforcement Officers' and Fire Fighters' Retirement System, the Washington State Patrol Retirement System, the Judicial Retirement System, and the Judges' Retirement Fund. The director of the Department of Retirement Systems is appointed by the Governor.

There are two additional retirement systems administered outside of the Department of Retirement Systems. The Volunteer Fire Fighters' and Reserve Officers' Relief and Pension Fund is administered through the Board for Volunteer Fire Fighters, which is appointed by the Governor. The Judicial Retirement Account is administered through the Administrator for the Courts under the direction of the Board for Judicial Administration.

The state Legislature establishes laws pertaining to the creation and administration of all public retirement systems. The participants of the public retirement systems together with the state provide funding for all costs of the systems based upon actuarial valuations. The state establishes benefit levels and approves the actuarial assumptions used in determining contribution levels.

All nine of the aforementioned retirement systems are included in the primary government's financial statements.

BLENDED COMPONENT UNIT
Blended component units, although legally separate entities, are part of the state's operations in substance. Accordingly, they are reported as part of the state and blended into the appropriate funds. The following is blended in the state's financial statements:

Tobacco Settlement Authority (TSA) – The TSA was created by the Washington State Legislature in March 2002 as a public instrumentality separate and distinct from the state. It is governed by a five-member board appointed by the governor. It was created to issue bonds to securitize a portion of the state's future tobacco settlement revenue in order to generate funds for increased costs of health care, long-term care, and other programs of the state. In November 2002, the TSA issued $517 million in bonds and transferred $450 million to the state in exchange for 29.2 percent of the state's tobacco settlement revenue stream for the estimated 17-year period that the bonds remain outstanding.

Financial reports for the TSA may be obtained from the authority at the following address:

Tobacco Settlement Authority
1000 Second Ave, Suite 2700
Seattle, WA 98104-1046

DISCRETE COMPONENT UNITS
Discretely presented component units are reported in a separate column in the government-wide financial statements. Discretely presented component units are legally separate from the state and primarily serve or benefit those outside of the state. They are financially accountable to the state, or have relationships with the state such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete. These entities are reported as discrete component units because state officials either serve on or appoint the members of the governing bodies of the authorities. The state also has the ability to influence the operations of the authorities through legislation. The following entities are discretely presented in the financial statements of the state in the component units column:

The Washington State Housing Finance Commission, the Washington Higher Education Facilities Authority, the Washington Health Care Facilities Authority, and the Washington Economic Development Finance Authority (financing authorities) were created by the state Legislature in a way that specifically prevents them from causing the state to be liable or responsible for their acts and obligations, including, but not limited to, any obligation to pay principal and interest on financing authority bonds. The financing authorities cannot obligate the state, either legally or morally, and the state has not assumed any obligation of, or with respect to, the financing authorities.

Financial reports of these financing authorities may be obtained from each authority at the following addresses:

Washington Health Care Facilities Authority
410 - 11th Avenue SE, Suite 201
PO Box 40935
Olympia, WA 98504-0935

Washington State Housing Finance Commission
Washington Higher Education Facilities Authority
Washington Economic Development Finance Authority
1000 Second Avenue, Suite 2700
Seattle, WA 98104-1046

The Washington State Public Stadium Authority (PSA) was created by the state Legislature to acquire, construct, own, and operate a football/soccer stadium, exhibition center, and parking garage. Construction was completed in 2002. PSA capital assets, net of accumulated depreciation, total $467 million. The state issued general

obligation bonds for a portion of the cost of the stadium construction. The total public share of the stadium and exhibition center cost did not exceed $300 million from all state and local government funding sources, as defined in statute. Project costs in excess of $300 million were the responsibility of the project's private partner, First & Goal, Inc. The bonds are being repaid through new state lottery games, a state sales tax credit, extension of the local hotel/motel tax, and parking and admissions taxes at the new facility. Financial reports of the PSA may be obtained at the following address:

Washington State Public Stadium Authority
401 Second Avenue South, Suite 520
Seattle, WA 98104-0280

B. Government-wide and Fund Financial Statements

Government-wide Financial Statements

The state presents two basic government-wide financial statements: the Statement of Net Assets and the Statement of Activities. These government-wide financial statements report information on all non-fiduciary activities of the primary government and its component units. The financial information for the primary government is distinguished between governmental and business-type activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange revenues. Business-type activities are financed in whole or in part by fees charged to external parties for goods and services.

Statement of Net Assets – The Statement of Net Assets presents the state's non-fiduciary assets and liabilities. As a general rule, balances between governmental and business-type activities are eliminated.

Assets and liabilities are presented in a net assets format in order of liquidity. Net assets are classified into three categories:

- Invested in capital assets, net of related debt consists of capital assets, net of accumulated depreciation and reduced by outstanding balances of bonds, notes and other debt that are attributed to the acquisition, construction, or improvement of those assets.

- Restricted net assets result when constraints are placed on net asset use either by external parties or by law through constitutional provision or enabling legislation.

- Unrestricted net assets consist of net assets that do not meet the definition of the two preceding categories.

Statement of Activities - The Statement of Activities reports the extent to which each major state program is supported by general state revenues or is self-financed through fees and intergovernmental aid. For governmental activities, a major program is defined as a function. For business-type activities, a major program is an identifiable activity.

Program revenues offset the direct expenses of major programs. Direct expenses are those that are clearly identifiable within a specific function or activity. Program revenues are identified using the following criteria:

- Charges to customers for goods and services of the program. A customer is one who directly benefits from the goods or services or is otherwise directly affected by the program, such as a state citizen or taxpayer, or other governments or nongovernmental entities.

- Amounts received from outside entities that are restricted to one or more specific program. These amounts can be operating or capital in nature.

- Earnings on investments that are restricted to a specific program are also considered program revenues.

General revenues consist of taxes and other items not meeting the definition of program revenues.

Generally the effect of internal activities is eliminated. Exceptions to this rule include charges between the health insurance and workers' compensation insurance programs and various other state programs and functions. Elimination of these charges would distort the direct costs and revenues reported for the various activities involved.

Fund Financial Statements

The state uses 536 accounts that are combined into 55 rollup funds. The state presents separate financial statements for governmental funds, proprietary funds, and fiduciary funds. Major individual governmental funds and major individual proprietary funds are reported in separate columns in the fund financial statements, with nonmajor funds being combined into a single column regardless of fund type. Internal service and fiduciary funds are reported by fund type. Major funds include:

Major Governmental Funds:

- **General Fund** is the state's primary operating fund. This fund accounts for all financial resources and transactions not accounted for in other funds.

- **Higher Education Special Revenue Fund** primarily accounts for grants and contracts received for research and other educational purposes. This fund also accounts for charges for services by state institutions of higher education.

- **Higher Education Endowment Permanent Fund** accounts for gifts and bequests that the donors have specified must remain intact. Each gift is governed by various restrictions on the investment and use of the funds.

Major Enterprise Funds:

- **Workers' Compensation Fund** accounts for the workers' compensation program that provides medical, time-loss, and disability benefit payments to qualifying individuals sustaining work-related injuries.

- **Unemployment Compensation Fund** accounts for the unemployment compensation program. It accounts for the deposit of funds requisitioned from the Federal Unemployment Trust Fund, to provide services to eligible participants within the state, and to pay unemployment benefits.

- **Higher Education Student Services Fund** is used by colleges and universities principally for bookstore, cafeteria, parking, student housing, food service, and hospital business enterprise activities.

The state includes the following governmental and proprietary fund types within nonmajor funds:

Nonmajor Governmental Funds:

- **Special Revenue Funds** account for the proceeds of specific revenue sources (other than trusts for individuals, private organizations, or other governments, or for major capital projects) that are legally restricted to expenditures for specific purposes. These include a variety of state programs including public safety and health assistance programs; natural resource and wildlife protection and management programs; the state's transportation programs which include the operation of the state's ferry system and maintenance and preservation of non-interstate highway system; K-12 school construction; and construction and loan programs for local public works projects.

- **Debt Service Funds** account for the accumulation of resources for, and the payment of, principal and interest on the state's bonds issued in support of governmental activities.

- **Capital Projects Funds** account for the acquisition, construction, or improvement of major capital facilities including higher education facilities.

- **Common School Permanent Fund** accounts for the principal derived from the sale of timber. Interest earned is used for the benefit of common schools.

Nonmajor Proprietary Funds:

- **Enterprise Funds** account for the state's business type operations for which a fee is charged to external users for goods or services including: the health insurance program; the state lottery; state liquor stores; the guaranteed college tuition program; and the convention and trade center.

- **Internal Service Funds** account for the provision of legal, motor pool, data processing, risk management, and other services by one department or agency to other departments or agencies of the state on a cost-reimbursement basis.

The state reports the following fiduciary funds:

- **Pension (and other employee benefit) Trust Funds** are used to report resources that are required to be held in trust by the state for the members and beneficiaries of defined benefit pension plans, defined contribution pension plans, and other employee benefit plans.

- **Investment Trust Fund** accounts for the external portion of the Local Government Investment Pool (LGIP), which is reported by the state as the sponsoring government.

- **Private-Purpose Trust Funds** are used to report trust arrangements, other than pension and investment trusts, under which principal and income benefit individuals, private organizations, or other governments such as the administration of unclaimed property.

- **Agency Funds** account for resources held by the state in a custodial capacity for other governments, private organizations or individuals.

Operating and Nonoperating Revenues and Expenses – The state's proprietary funds make a distinction between operating and nonoperating revenues and expenses. Operating revenues and expenses generally result from providing goods and services directly related to the principal operations of the funds. For example, operating revenues for the state's workers' compensation and health insurance funds consist of premiums collected and investment earnings. Operating expenses consist of claims paid to covered individuals, claims adjustment expenses, costs of commercial insurance coverage and administrative expenses. All revenues and expenses not meeting this definition are reported as nonoperating, including interest expense and investment gains and losses.

Application of Restricted/Unrestricted Resources – When both restricted and unrestricted resources are available for use, it is the state's policy to use restricted resources first and then use unrestricted resources as they are needed.

C. Measurement Focus and Basis of Accounting

For government-wide reporting purposes, the state uses the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

For fund statement reporting purposes, the state uses the current financial resources measurement focus and modified accrual basis of accounting for governmental funds. With the current financial resources measurement focus, generally only current assets and current liabilities are included on the governmental funds balance sheet. Operating statements for these funds present inflows (i.e., revenues and other financing sources) and outflows (i.e., expenditures and other financing uses) of expendable financial resources.

Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual (i.e., when they become both measurable and available). "Measurable" means the amount of the transaction can be reasonably estimated. "Available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period. Primary revenues that are determined to be susceptible to accrual include sales taxes, business and occupation taxes, motor fuel taxes, federal grants-in-aid, and charges for services. Revenues from property taxes are determined to be available if collected within 60 days. Taxes imposed on exchange transactions are accrued when the underlying exchange transaction occurs if collectible within one year. Revenue for timber cutting contracts is accrued when the timber is harvested. Revenues from licenses, permits, and fees are recognized when received in cash. Revenues related to expenditure driven grant agreements are recognized when both the qualifying expenditures are made and the revenues are considered available. Pledges are accrued when the eligibility requirements are met provided that they are verifiable, unconditional, probable of collection, measurable and available. All other accrued revenue sources are determined to be available if collectible within 12 months.

Property taxes are levied in December for the following calendar year. The first half-year collections are due by April 30, and the second half-year collections are due by October 31. Since the state is on a fiscal year ending June 30, the first half-year collections are recognized as revenue, if collected within 60 days of the fiscal year end. The second half-year collections are recognized as receivables offset by deferred revenue. The lien date on property taxes is January 1 of the tax levy year.

Under modified accrual accounting, expenditures are recognized when the related liability is incurred. Exceptions to the general modified accrual expenditure recognition criteria include unmatured interest on general long-term obligations which is recognized when due, and certain compensated absences and claims and judgments which are recognized when the obligations are expected to be liquidated with expendable available financial resources.

The state reports deferred revenues on its governmental fund balance sheet under certain conditions. Deferred revenues arise when a potential revenue does not meet both the "measurable" and the "available" criteria for revenue recognition in the current period. Deferred revenues also arise when resources are received by the state before it has a legal claim to them, such as when grant monies are received prior to the incurrence of qualifying expenditures.

All proprietary and trust funds are accounted for on a flow of economic resources measurement focus. With this measurement focus, all assets and liabilities associated with the operations of these funds are included on their respective statements of net assets. Operating statements present increases (i.e., revenues) and decreases (i.e., expenses) in total net assets. Net assets are presented as 1) invested in capital assets, net of related debt, 2) restricted and 3) unrestricted.

All proprietary and trust funds are reported using the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recognized when incurred.

D. Assets, Liabilities, and Net Assets or Equity

1. Cash and Investments

Investments of surplus or pooled cash balances are reported on the accompanying Statements of Net Assets, Balance Sheets and Statements of Cash Flows as "Cash and Pooled Investments." The Office of the State Treasurer invests state treasury cash surpluses where funds can be disbursed at any time without prior notice or penalty. As a result, the cash balances of funds with surplus pooled balances are not reduced for these investments. For reporting purposes, pooled cash is stated at fair value or amortized cost, which approximates fair value. For the purposes of the Statement of Cash Flows, the state considers cash and short-term, highly-liquid investments, that are both readily convertible to cash and are so near their maturity dates that they present insignificant risk of changes in value because of changes in interest rates, to be cash equivalents.

The method of accounting for noncurrent investments varies depending upon the fund classification. Investments in the state's Local Government Investment Pool (LGIP), an external investment pool operated in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, are reported at amortized cost. The Office of the State Treasurer prepares a stand-alone LGIP financial report. A copy of the report is available from the Office of the State Treasurer, PO Box 40200, Olympia, Washington 98504-0200, phone number (360) 902-9000 or TTY (360) 902-8963.

Long-term investments are reported at fair value. Fair values are based on published market prices, quotations from national security exchanges and security pricing services, or by the respective fund managers for securities that are not actively traded. Privately held mortgages are valued at cost, which approximates fair value. Certain pension trust fund investments, including real estate and private equity, are valued based on appraisals or independent advisors. Additional disclosure describing investments is provided in Note 3.

2. Receivables and Payables

Receivables in the state's governmental funds consist primarily of taxes and federal revenues. Receivables in all other funds have arisen in the ordinary course of business. Receivables are recorded when either the asset or revenue recognition criteria (refer to Note 1.C) have been met. All receivables are reported net of an allowance for accounts estimated to be uncollectible.

For government-wide reporting purposes, amounts recorded as interfund/interagency receivables and payables are eliminated in the governmental and business-type activities columns on the Statement of Net Assets, except for the net residual balances due between the governmental and business-type activities, which are reported as internal balances. Amounts recorded in governmental and business-type activities as due to or from fiduciary funds have been reported as due to or from other governments.

3. Inventories

Consumable inventories, consisting of expendable materials and supplies held for consumption, are valued and reported in the state's financial statements if the fiscal year-end balance on hand within an agency is estimated to be $25,000 or more. Consumable inventories are generally valued at cost using the weighted average method. Donated consumable inventories are recorded at fair market value.

Merchandise inventories are generally valued at cost using the first-in, first-out method. All merchandise inventories are considered reportable for financial statement purposes.

Inventories of governmental funds are valued at cost and recorded using the consumption method. Proprietary funds expense inventories when used or sold.

For governmental fund financial reporting, inventory balances are also recorded as a reservation of fund balance indicating that they do not constitute "available spendable resources" except for $1.7 million in federally donated consumable inventories, which are offset by deferred revenues because they do not constitute an "available" resource until consumed.

4. Capital Assets

Except as noted below, it is the state's policy to capitalize:

- all land;
- all additions and improvements to the state highway system;
- infrastructure, other than the state highway system, with a cost of $100,000 or more;
- all other capital assets with a unit cost of $5,000 or more.
- Capital assets acquired by capital leases with a net present value or fair market value, whichever is less, of less than $10,000 are not capitalized.

Purchased capital assets are valued at cost where historical records are available and at estimated historical cost where no historical records exist. Capital asset costs include the purchase price plus those costs necessary to place the asset in its intended location and condition for use. Normal maintenance and repair costs that do not materially add to the value or extend the life of the state's capital assets are not capitalized.

Donated capital assets are valued at their estimated fair market value on the date of donation, plus all appropriate ancillary costs. When the fair market value is not practically determinable due to lack of sufficient records, estimated cost is used. Where necessary, estimates of original cost and fair market value are derived by factoring price levels from the current period to the time of acquisition.

The value of assets constructed by agencies for their own use includes all direct construction costs and indirect costs that are related to the construction. In proprietary and trust funds, net interest costs (if material) incurred during the period of construction are capitalized.

Art collections, library reserve collections, and museum and historical collections, that are considered inexhaustible in that their value does not diminish over time, are not capitalized by the state if all of the following conditions are met:

- The collection is held for public exhibition, education or research in furtherance of public service, rather than financial gain.
- The collection is protected, kept unencumbered, cared for, and preserved.
- The collection is subject to policy requirements that the proceeds from sales of collection items be used to acquire other items for the collection.

Depreciation is calculated using the straight-line method over the estimated useful lives of the assets. Generally, estimated useful lives are as follows:

Buildings & building components	5-50 years
Furnishings, equipment & collections	3-50 years
Other improvements	3-50 years
Infrastructure	20-50 years

The cost and related accumulated depreciation of capital assets retired from service, or disposed of, are removed from the accounting records.

The state capitalizes the state highway system as a network but does not depreciate it since the system is being preserved approximately at or above a condition level established by the state. That condition level is documented and disclosed. Additionally, the highway system is managed using an asset management system that includes:

- Maintenance of an up-to-date inventory of system assets,
- Performance of condition assessments of the assets at least every three years with summarization of the results using a measurement scale, and
- Annual estimation of the amount to maintain and preserve the assets at the condition level established and disclosed.

All state highway system expenditures that preserve the useful life of the system are expensed in the period incurred. Additions and improvements that increase the capacity or efficiency of the system are capitalized. This approach of reporting condition instead of depreciating the highway system is called the Modified Approach.

For government-wide financial reporting purposes, capital assets of the state are reported as assets in the applicable governmental or business-type activities column on the Statement of Net Assets. Depreciation expense related to capital assets is also reported in the Statement of Activities. Capital assets and the related depreciation expense are also reported in the proprietary fund financial statements.

In governmental funds, capital assets are not capitalized in the accounts that acquire or construct them. Instead, capital acquisitions and construction are reflected as expenditures in the year acquired. No depreciation is reported.

5. Compensated Absences

State employees accrue vested annual leave at a variable rate based on years of service. In general, accrued annual leave cannot exceed 30 days at the employee's anniversary date.

Employees accrue sick leave at the rate of one day per month without limitation on the amount that can be accumulated. Sick leave is not vested; i.e., the state does not pay employees for unused sick leave upon termination except upon employee death or retirement. At death or retirement, the state is liable for 25 percent of the employee's accumulated sick leave. In addition, the state has a "sick leave buyout option" in which each January, employees who accumulate sick leave in excess of 60 days may redeem sick leave earned but not taken during the previous year at the rate of one day's pay in exchange for each four days of sick leave.

It is the state's policy to liquidate unpaid compensated absences leave outstanding at June 30 with future resources rather than advance funding it with currently available expendable financial resources.

For government-wide reporting purposes, the state reports compensated absences obligations as liabilities in the applicable governmental or business-type activities columns on the Statement of Net Assets.

For fund statement reporting purposes, governmental funds recognize an expenditure for annual and sick leave when it is paid. Proprietary and trust funds recognize the expense and accrue a liability for annual leave and estimated sick leave buyout, including related payroll taxes and benefits as applicable, as the leave is earned.

6. Long-Term Liabilities

In the government-wide and proprietary fund financial statements, long-term obligations of the state are reported as liabilities on the Statement of Net Assets. Bonds payable are reported net of applicable original issuance premium or discount. When material, bond premiums, discounts, and issue costs are deferred and amortized over the life of the bonds.

For governmental fund financial reporting, the face (par) amount of debt issued is reported as other financing sources. Original issuance premiums and discounts on debt issuance are also reported as other financing sources and uses respectively. Issue costs are reported as debt service expenditures.

7. Fund Equity

In the fund financial statements, governmental funds report the difference between fund assets and fund liabilities as "fund balance." Reserved fund balance represents that portion of fund balance that is: (1) not available for appropriation or expenditure, and/or (2) legally segregated for a specific future use. Unreserved, designated fund balance indicates tentative plans for future use of financial resources. Unreserved, undesignated fund balance represents the amount available for appropriation.

In proprietary funds, fund equity is called net assets. Net assets is comprised of three components – invested in capital assets, net of related debt; restricted; and unrestricted.

E. Other Information

1. General Budgetary Policies and Procedures

The legal level of budgetary control is at the fund/account, agency, and appropriation level, with administrative controls established at lower levels of detail in certain instances. The accompanying budgetary schedules presented as Required Supplementary Information (RSI) are not presented at the legal level of budgetary control. This is due to the large number of appropriations within individual agencies that would make such a presentation in the accompanying financial schedules extremely cumbersome. Section 2400.121 of the GASB Codification of Governmental Accounting and Financial Reporting Standards provides for the preparation of a separate report in these extreme cases. For the state of Washington, a separate report has been prepared for the 2003-2005 Biennium to illustrate legal budgetary compliance. Appropriated budget versus actual expenditures, and estimated versus actual revenues and other financing sources (uses) for appropriated funds at agency and appropriation level are presented in Report CAF1054 for governmental funds. A copy of this report is available at the Office of Financial Management, 6639 Capitol Boulevard, PO Box 43113, Olympia, Washington 98504-3113. For additional budgetary information, please refer to the notes to RSI presented later in this report.

2. Insurance Activities

Workers' Compensation

Title 51 RCW establishes the state of Washington's workers' compensation program. The statute requires all applicable employers to insure payment of benefits for job related injuries and diseases through the Workers' Compensation Fund or through self-insurance. Direct private insurance is not authorized, although self-insurers are permitted to reinsure up to 80 percent of their obligations through private insurers.

The Workers' Compensation Fund, an enterprise fund, is used to account for the workers' compensation program which provides time-loss, medical, disability, and pension payments to qualifying individuals sustaining work-related injuries. The main benefit plans of the workers' compensation program are funded based on rates that will keep these plans solvent in accordance with recognized actuarial principles. The supplemental pension cost-of-living adjustments (COLA) granted for time-loss and disability payments, however, are funded on a pay-as-you-go basis. By statute, the state is only allowed to collect enough revenue to fund the current COLA payments.

Premiums are based on individual employers' reported payroll hours and insurance rates based on each employer's risk classification(s) and past experience. In addition to its regular premium plans, the Workers' Compensation Fund offers a retrospective premium rating plan under which premiums are adjusted annually for up to four years following the plan year based on individual employers' loss experience. Initial adjustments to the standard premiums are paid to or collected from the employers approximately ten months after the end of each plan year.

The Workers' Compensation Fund establishes claims liabilities based on estimates of the ultimate cost of claims (including future claims adjustment expenses) that have been reported but not settled, and of claims that

have been incurred but not reported (IBNR). The length of time for which such costs must be estimated varies depending on the benefit involved. Because actual claims costs depend on such complex factors as inflation, changes in doctrines of legal liabilities, claims adjudication, and judgments, the process used in computing claims liabilities does not necessarily result in an exact amount. Claims liabilities are recomputed periodically using a variety of actuarial and statistical techniques to produce current estimates that reflect recent settlements, claim frequency, and other economic, legal, and social factors. A provision for inflation in the calculation of estimated future claim costs is implicit in the calculation because reliance is placed both on actual historical data that reflect past inflation and on other factors that are considered to be appropriate modifiers of past experience. Adjustments to claims liabilities are charged or credited to expense in the periods in which they are made.

Risk Management

Washington State operates a risk management liability program pursuant to RCW 4.92.130. The state manages its tort claims as an insurance business activity rather than a general governmental activity. The state's policy is generally not to purchase commercial insurance for the risk of losses to which it is exposed. Instead, the state management believes it is more economical to manage its risks internally and set aside assets for claims settlement in the Risk Management Fund, an internal service fund. A limited amount of commercial insurance is purchased for employee bonds and to limit the exposure to catastrophic losses. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. Otherwise, the risk management liability program services all claims against the state for injuries and property damage to third parties. The majority of state funds and agencies participate in the risk management liability program in proportion to the anticipated exposure to liability losses.

Health Insurance

The state of Washington administers and provides medical, dental, basic life, and long-term disability insurance coverage for eligible state employees. In addition, the state offers coverage to K-12 school districts, educational service districts, political subdivisions and employee organizations representing state civil service workers. The state establishes eligibility requirements and approves plan benefits of all participating health care organizations.

The state's share of the cost of coverage for state employees is based on a per capita amount determined annually by the Legislature and allocated to state agencies. The Health Care Authority, as administrator of the health care benefits program, collects this monthly "premium" from agencies for each active employee enrolled in the program. State employees self-pay for coverage beyond the state's contribution. Cost of coverage for non-state employees is paid by their respective employers. Most coverage is also available on a self-paid basis to eligible retirees, former employees, and employees who are temporarily not in pay status.

The state secures commercial insurance for certain coverage offered, but self-insures the risk of loss for the Uniform Medical Plan. The Uniform Medical Plan enrolled 45 percent of the eligible subscribers in Fiscal Year 2004. Claims are paid from premiums collected, and claims adjudication is contracted through a third-party administrator. Considerations in calculating liabilities include frequency of claims, administrative costs, industry inflation trends, advances in medical technology, and other social and economic factors. Liabilities include an amount for claims incurred but not reported.

3. Interfund/Interagency Activities

The state engages in two major categories of interfund/interagency activity: reciprocal and nonreciprocal.

Reciprocal interfund/interagency activity is the internal counterpart to exchange and exchange-like transactions and includes both interfund loans and services provided and used. Nonreciprocal activity is nonexchange in nature and includes both transfers and reimbursements.

4. Donor-restricted Endowments

The state reports endowments in higher education endowment permanent accounts. These accounts are established outside of the state treasury for use by the higher education institutions. State law permits the governing boards of the institutions to appropriate for expenditure as much of the net appreciation, realized and unrealized, in the fair value of the assets of an endowment fund as is deemed prudent under the facts and circumstances prevailing at the time.

Generally, the institutions use a 5 percent spending rate policy for authorizing and spending investment income.

The net appreciation available for authorization for expenditure by the governing board totaled $98.4 million and is reported in the nonexpendable portion of the reserve for permanent funds.

Note 2 - Accounting and Reporting Changes

Fund equity at July 1, 2003, has been restated as follows (expressed in thousands):

	Fund equity at June 30, 2003, as previously reported	Fund Reclassification	Prior Period Adjustment	Fund equity as restated, July 1, 2003
Governmental Funds:				
General	$ 1,368,201	-	-	$ 1,368,201
Higher Education Special Revenue	952,690	49,913	-	1,002,603
Higher Education Endowment	1,744,473	-	-	1,744,473
Nonmajor Governmental	3,136,256	62,454	36,028	3,234,738
Proprietary Funds:				
Enterprise Funds:				
Workers' Compensation	(6,246,013)	-	-	(6,246,013)
Unemployment Compensation	1,513,465	-	-	1,513,465
Higher Education Student Services	-	810,288	(508)	809,780
Nonmajor Enterprise Funds	764,103	(368,854)	-	395,249
Internal Service Funds:				
Nonmajor Internal Service Funds	(106,966)	(11,352)	8,277	(110,041)
Fiduciary Funds:				
Private Purpose Trust	62,816	(56,405)	-	6,411
Local Government Investment Pool	4,984,179	-	-	4,984,179
Pension and Other Employee Benefit Plans	41,671,977	-	-	41,671,977
Component Units:				
Public Stadium	472,826	-	-	472,826
Nonmajor Component Units	53,121	-	-	53,121

Fund Reclassification – The state reported the Tobacco Settlement Authority (TSA), a blended component unit, as an enterprise fund in Fiscal Year 2003. With the issuance of GASB Technical Bulletin No. 2004-1 the state discovered that the TSA was more properly recorded as a governmental activity. As a result, certain beginning balances were required to be restated to effect proper fund classification.

The state discovered that certain accounts were misclassified as private purpose trust funds. As a result, certain beginning fund balances were restated to effect proper fund classification.

The Office of the Secretary of State reclassified certain activities to effect a more proper fund classification. Certain activities previously accounted for within an internal service fund were reclassified to a non-major governmental fund and a non-major enterprise fund.

The state reported the Higher Education Student Services Fund as a non-major enterprise fund in Fiscal Year 2003. In Fiscal Year 2004, this fund meets the criteria established by GASB Statement No. 34 to be reported as a major fund and is reclassified accordingly.

Prior Period Adjustment – Prior period adjustments of $45 million and $19 million respectively were recorded in the following non-major governmental funds: the Human Services Fund and the Tobacco Settlement Securitization Bond Fund. These adjustments properly reflect the accrual of tobacco settlement revenues for Fiscal Year 2003, which were collected in Fiscal Year 2004.

The Department of Ecology recorded a prior period adjustment in the General Obligation Bond Fund, which is a non-major governmental fund. The $28 million adjustment corrected the prior year recording of a certificates of participation refunding.

The University of Washington recorded a prior period adjustment in the General Services Fund, which is a non-major internal service fund. This adjustment of $8 million corrected amounts previously recorded as capital lease obligations. The University also recorded a $.5 million prior period adjustment in the Higher Education Student Services Fund, which is a major enterprise fund.

Note 3 - Deposits and Investments

As of June 30, 2004, the carrying amount of Washington's cash and investments was $76.8 billion. Total cash and investments at fiscal year-end amounted to $77 billion, including cash from outstanding checks and warrants. Of this amount, cash on hand amounted to $687 thousand, deposits with financial institutions amounted to $1.4 billion, and deposits in the federal Unemployment Trust Fund amounted to $1 billion. The remaining $ 74.6 billion represented the total carrying amount of investments.

Deposits by type, at June 30, 2004, are as follows (expressed in thousands):

Type of Deposit	Carrying Amount	Bank Balance	Insured/ Collateralized	Uninsured/ Uncollateralized
Demand deposits	$ 279,326	$ 409,579	$ 347,249	$ 62,330
Certificates of deposit	893,425	893,425	887,425	6,000
Cash with fiscal and escrow agents	81,373	80,493	52,859	27,634
Total Deposits	$ 1,254,124	$ 1,383,497	$ 1,287,533	$ 95,964

DEPOSITS - At fiscal year end, 93.1 percent of the state's deposits with financial institutions were either insured or collateralized, with the remainder uninsured/uncollateralized. The Federal Deposit Insurance Corporation (FDIC) covers the state's insured deposits. The Washington Public Deposit Protection Commission (PDPC) provides collateral protection. The PDPC (established under Chapter 39.58 of the Revised Code of Washington) constitutes a multiple financial institution collateral pool. Pledged securities under the PDPC collateral pool are held by the PDPC's agent in the name of the collateral pool.

INVESTMENTS - The State Investment Board, the Office of the State Treasurer, and the University of Washington manage approximately 96.3 percent of the state's investing activity. Management responsibilities and investment instruments as authorized by statute follow:

STATE INVESTMENT BOARD (SIB) - Statute designates SIB as having investment management responsibility for pension funds, the Workers' Compensation Fund, permanent funds (established at statehood), and other specific funds. Pursuant to statute (Chapter 43.33A RCW) and SIB policy, SIB is authorized and invests in the following: Treasury Bills; discount notes; repurchase agreements; reverse repurchase agreements; banker's acceptances; commercial paper; guaranteed investment contracts; U.S. government and agency (government sponsored corporations eligible for collateral purposes at the Federal Reserve) securities; nondollar bonds; investment grade corporate bonds; publicly traded mortgage-backed securities; privately placed mortgages; private placements of corporate debt; U.S. and foreign common stock; U.S. preferred stock; convertible securities; private equity including but not limited to investment corporations, partnerships, and limited liability companies for venture capital, leveraged buy-outs, real estate, or other forms of private equity; asset backed securities; and derivative securities including futures, options, options on futures, forward contracts, and swap transactions.

The SIB is authorized to utilize various derivative financial instruments, including mortgage-backed securities, financial futures, forward contracts, interest rate and equity swaps, and options, to manage its exposure to fluctuations in interest and currency rates while increasing portfolio returns. Derivative transactions involve, to varying degrees, market and credit risk. SIB mitigates market risks arising from derivative transactions by requiring collateral in cash and investments to be maintained equal to the securities positions outstanding, and thereby prohibiting the use of leverage or speculation. Credit risks arising from derivative transactions are mitigated by selecting and monitoring creditworthy counterparties and collateral issuers.

Consistent with the SIB authority to invest in derivatives, international active equity managers may make limited investment in financial futures, forward contracts, or other derivative securities to manage exposure to currency rate risk and equitize excess cash holdings. No such derivative securities were held as of June 30, 2004. Domestic and foreign passive equity index fund managers may also utilize various derivative securities to manage exposure to risk and increase portfolio returns. Information on the extent of the use, and holdings of derivative securities by passive equity index fund managers is unavailable. At June 30, 2004, the only derivative securities held directly by SIB were collateralized mortgage obligations (CMO's) of $2.9 billion.

State law and Board policy permit the SIB to participate in securities lending transactions. The Board has entered into agreements with State Street Corporation (SSC) to act as agent for the SIB in securities lending transactions. As SSC is the custodian bank for the SIB, it is counterparty to securities lending transactions. Therefore, all cash collateral reinvested by SSC is reflected as Category 3 for custodial credit risk disclosure purposes.

Securities were loaned and collateralized by the SIB's agents with cash and U.S. government securities (exclusive of mortgage backed securities and letters of credit), and irrevocable letters of credit. When the loaned securities were denominated in United States dollars, or were securities whose primary trading market was located in the United States, or were sovereign debt that was issued by foreign governments, the collateral requirement was 102 percent of the market value of the securities loaned. When the loaned securities were not denominated in United States dollars or were securities whose primary trading market was not located in the United States, the collateral requirement was 105 percent of the market value of the loaned securities. The collateral held and market value of securities on loan at June 30, 2004 approximated $4.9 and $4.8 billion, respectively.

During Fiscal Year 2004, securities lending transactions could be terminated on demand by either the SIB or the borrower. The average term of overall loans was 45 days.

Cash collateral was invested by the SIBs agents in securities issued or guaranteed by the U.S. government, the SIBs short-term investment pool (average weighted maturity of 358 days), or term loans. Because the securities lending agreements were terminable at will, their duration did not generally match the duration of the investments made with the cash collateral. Noncash collateral could not be pledged or sold absent borrower default. There are no restrictions on the amount of securities that can be lent.

Securities were loaned with the agreement that they could be returned in the future for exchange of the collateral. SSC indemnified the SIB by agreeing to purchase replacement securities or return the cash collateral in the event a borrower failed to return the loaned securities or pay distributions thereon. SSC responsibilities included performing appropriate borrower and collateral investment credit analyses, demanding adequate types and levels of collateral, and complying with applicable federal regulations concerning securities lending.

During Fiscal Year 2004, there were no significant violations of legal or contractual provisions nor failures by any borrower to return loaned securities or to pay distributions thereon. Further, the SIB incurred no losses during Fiscal Year 2004 resulting from a default by either the borrowers or the securities lending agents.

The SIB has entered into a number of agreements that commit the state, upon request, to make additional investment purchases up to a stated amount. As of June 30, 2004, the state had the following unfunded investment commitments (expressed in thousands):

Private equity partnerships	$ 4,634,432
Real estate	677,372

OFFICE OF THE STATE TREASURER (OST) - The OST operates the state's Cash Management Account for investing cash in excess of daily requirements. Statute authorizes the OST to buy and sell the following types of instruments: U.S. government and agency securities, banker's acceptances, commercial paper, and certificates of deposit with qualified public depositories. Securities underlying repurchase and reverse repurchase agreements are limited to those stated above.

State statutes permit the OST to lend its securities to broker-dealers and other entities with a simultaneous agreement to return the collateral for the same securities in the future. The OST, which has contracted with a lending agent to lend securities, earns a fee for this activity. The OST lending agent lends U.S. Government and U.S. Agency securities and receives collateral, which can be in the form of cash or other securities. The collateral, which must be valued at 102 percent of the fair value of the loaned securities, is priced daily and, if necessary, action is taken to maintain the collateralization level at 102 percent. The cash is invested by the lending agent in repurchase agreements or money market instruments, in accordance with investment guidelines approved by the OST. The securities held as collateral and the securities underlying the cash collateral are held by the custodian. The contract with the lending agent requires them to indemnify the OST if the borrowers fail to return the securities (and if the collateral is inadequate to replace the securities lent) or if the borrower fails to pay the OST for income distribution by the securities' issuers while the securities are on loan. The OST cannot pledge or sell collateral securities received unless the borrower defaults.

At June 30, 2004, securities on loan approximated $886 million. All OST securities on loan were collateralized by cash and other securities and are classified in the schedule of custodial credit risk according to the category for the collateral received on the securities lent. On June 30, 2004, the average life of both the loans and the investment of cash received as collateral was one day.

The OST investment policy requires that any securities on loan be made available by the lending agent for next day liquidity at the option of the OST. During Fiscal Year 2004, the OST had no credit risk exposure to

borrowers because the amounts owed to the borrowers exceeded the amounts the borrowers owed the OST. There were no violations of legal or contractual provisions or any losses resulting from a default of a borrower or lending agent during the fiscal year.

Repurchase agreements are collateralized at 102 percent. The collateral is priced daily and held by the OST's custodian in the state's name. Collateral for mortgage-backed repurchase agreements with a maturity date longer than seven days will be priced at 105 percent of fair value, plus accrued interest. Collateralized Mortgage Obligations (CMO) used as collateral for repurchase agreements must pass the Federal Financial Institutions Examination Council (FFIEC) test, or not exceed a volatility rating of V-5 by Fitch Investor Services, or a similar rating of a nationally recognized rating agency.

State law also permits the OST to enter into reverse repurchase agreements, which are, by contract, sales of securities with a simultaneous agreement to repurchase them in the future at the same price plus a contract rate of interest. The fair value of the securities pledged as collateral by the OST underlying the reverse repurchase agreements normally exceeds the cash received, providing the dealers a margin against a decline in the fair value of the securities. If the dealers default on their obligations to resell these securities to the OST or to provide equal value in securities or cash, the OST would suffer an economic loss equal to the differences between the fair value plus accrued interest of the underlying securities and the agreement obligation, including accrued interest. The OST investment policy limits the amount of reverse repurchase agreements to 30 percent of the total portfolio. During the fiscal year, the OST did not enter into any reverse repurchase agreements and there were no obligations under reverse repurchase agreements outstanding at year-end.

UNIVERSITY OF WASHINGTON – The University's investment policies permit it to lend its securities to broker-dealers and other entities with a simultaneous agreement to return the collateral for the same securities in the future. The University's custodian lends securities of the type on loan at year-end for collateral in the form of cash or other securities. U.S. securities are loaned verses collateral valued at 102 percent of the fair value of the securities plus any accrued interest. Non-U.S. securities are loaned versus collateral valued at 105 percent of the fair value of the securities plus any accrued interest. At year-end, the University has no credit risk exposure to borrowers because the amounts the University owes the borrowers exceed the amounts the borrowers owe the University. The contract with the custodian requires it to indemnify the University if the borrowers fail to return the securities (and if the collateral is inadequate to replace the securities lent) or fail to pay the University for income distributions by the securities' issuers while the securities are on loan. Either the University or the borrower can terminate all securities loans on demand, although the average term of overall loans is ten days. Cash collateral is invested in a short-term investment pool. The relationship between the maturities of the investment pool and the University's loans is affected by the maturities of the securities loans made by other entities that use the custodian's pool, which the University cannot determine. Non-cash collateral cannot be sold unless the borrower defaults. Securities on loan at June 30, 2004, totaled $366 million.

The University's investments include certain derivative instruments and structured notes that derive their value from a security, asset, or index. Such investments are governed by the University's Investment Policies and Guidelines, which effectively constrain their use by establishing (a) duration parameters which limit price sensitivity to interest rate fluctuations (market risk), (b) minimum quality ratings at both the security and portfolio level, and (c) a market index as a performance benchmark.

INVESTMENT ACTIVITY - The state's investments are categorized below per GASB Statement No. 3 to give an indication of the level of risk assumed at year-end. Category 1 includes investments that are insured, registered, or held by the state or its agent in the state's name. Category 2 includes uninsured and unregistered investments that are held by the counterparties' trust departments or agents in the state's name. Category 3 includes uninsured and unregistered investments held by counterparties, or their trust departments or agents, but not in the state's name.

Investments at June 30, 2004, by investment type, are listed below (expressed in thousands):

	Carrying Amount by GASB Categories				
Investment Type	**1**	**2**	**3**	**Carrying Amount**	**Fair Value**
Corporate bonds	$ 8,981,350	$ -	$ 68,716	$ 9,050,066	$ 9,041,479
Corporate stocks	4,434,458	-	-	4,434,458	4,434,411
U.S. government securities	2,294,905	-	-	2,294,905	2,221,480
Government securities	648,682	-	332,345	981,027	980,999
Collateralized mortgage obligations	3,010,284	-	-	3,010,284	3,010,259
Repurchase agreements	2,319,927	-	800,000	3,119,927	3,101,927
Asset backed securities	20,257	-	-	20,257	20,254
Commercial paper	499	-	282,616	283,115	282,617
Discount notes	4,677,803	-	-	4,677,803	4,675,322
Municipal bonds	7,507	-	-	7,507	7,511
Variable rate notes	149,986	-	2,004,317	2,154,303	2,154,303
Negotiable certificates of deposit	-	-	1,189,396	1,189,396	1,189,396
Other	161,887	1,174	159,055	322,116	322,118
	$ 26,707,545	$ 1,174	$ 4,836,445	31,545,164	31,442,076
Mutual funds				4,635,945	4,425,607
Mortgages				1,663,449	1,663,449
Real estate				4,196,467	4,194,949
Private equity				6,176,506	6,290,571
Guaranteed investment contracts				576,217	576,217
Investments held by broker-dealers under securities lending programs:					
U.S. government securities				5,290,839	5,290,839
U.S. agency securities				483,364	483,364
Other investments				335,072	335,072
Commingled investment funds					
Foreign				3,398,013	3,398,013
Domestic				16,169,390	16,169,390
Other investment types				116,611	158,014
Total Investments				$ 74,587,037	$ 74,427,561

Note 4 - Receivables and Deferred Revenues

A. Governmental Funds

Taxes Receivable

Taxes receivable at June 30, 2004, consisted of the following (expressed in thousands):

Taxes Receivable	General	Higher Education Special Revenue	Higher Education Endowment	Nonmajor Governmental Funds	Total
Property	$ 818,737	$ -	$ -	$ 721	$ 819,458
Sales	1,139,537	-	-	16,174	1,155,711
Business and occupation	339,616	-	-	-	339,616
Estate	17,948	-	-	-	17,948
Fuel	-	-	-	79,099	79,099
Other	73,166	-	-	6,138	79,304
Subtotals	2,389,004	-	-	102,132	2,491,136
Less: Allowance for uncollectible receivables	27,887	-	-	140	28,027
Total Taxes Receivable	$ 2,361,117	$ -	$ -	$ 101,992	$ 2,463,109

Other Receivables

Other receivables at June 30, 2004, consisted of the following (expressed in thousands):

Other Receivables	General	Higher Education Special Revenue	Higher Education Endowment	Nonmajor Governmental Funds	Total
Public assistance	$ 1,199,238	$ -	$ -	$ -	$ 1,199,238
Accounts receivable	16,502	80,717	768	54,706	152,693
Interest	-	7,326	6,970	4,933	19,229
Loans	865	121,806	-	231,568	354,239
Long-term contracts	2,719	-	8,245	107,729	118,693
Miscellaneous	10,997	15,881	8,122	85,623	120,623
Subtotals	1,230,321	225,730	24,105	484,559	1,964,715
Less: Allowance for uncollectible receivables	940,063	17,938	75	21,184	979,260
Total Other Receivables	$ 290,258	$ 207,792	$ 24,030	$ 463,375	$ 985,455

Note: Public assistance receivables mainly represent amounts owed the state as a part of the Support Enforcement Program at the Department of Social and Health Services for the amounts due from persons required to pay support for individuals currently on state assistance, and have a low realization expectation. Accordingly, the receivable is offset by a large allowance for uncollectible receivables.

Deferred Revenues

Deferred revenues at June 30, 2004, consisted of the following (expressed in thousands):

Deferred Revenues	General Fund	Higher Education Special Revenue	Higher Education Endowment	Nonmajor Governmental Funds	Total
Property taxes	$ 795,969	$ -	$ -	$ -	$ 795,969
Other taxes	282,226	-	-	17	282,243
Timber sales	2,719	-	8,245	102,948	113,912
Charges for services	7,612	42,881	-	15,107	65,600
Donable goods	202	-	-	-	202
Miscellaneous	45,097	92,690	506	357,734	496,027
Total Deferred Revenues	$ 1,133,825	$ 135,571	$ 8,751	$ 475,806	$ 1,753,953

B. Proprietary Funds

Taxes Receivable

Taxes receivable at June 30, 2004, consisted of $4.7 million in liquor taxes reported in Nonmajor Enterprise Funds.

Other Receivables

Other receivables at June 30, 2004, consisted of the following (expressed in thousands):

	Business-Type Activities Enterprise Funds					Governmental Activities
Other Receivables	Workers' Compensation	Unemployment Compensation	Higher Education Student Services	Nonmajor Enterprise Funds	**Total**	Internal Service Funds
Accounts receivable	$ 77,111	$ -	$ 188,342	$ 20,878	$ 286,331	$ 3,100
Interest	90,804	-	370	2,198	93,372	380
Loans	-	-	4	-	4	-
Miscellaneous	478,591	587,800	11,524	2,675	1,080,590	358
Subtotals	646,506	587,800	200,240	25,751	1,460,297	3,838
Less: Allowance for uncollectible receivables	58,311	98,375	72,895	156	229,737	186
Total Other Receivables	$ 588,195	$ 489,425	$ 127,345	$ 25,595	$ 1,230,560	$ 3,652

Deferred Revenues

Deferred revenues at June 30, 2004, consisted of the following (expressed in thousands):

	Business-Type Activities Enterprise Funds					Governmental Activities
Deferred Revenues	Workers' Compensation	Unemployment Compensation	Higher Education Student Services	Nonmajor Enterprise Funds	**Total**	Internal Service Funds
Charges for services	$ -	$ -	$ 10,906	$ 233	$ 11,139	$ 1,198
Miscellaneous	13,542		19,717	-	33,259	39
Total Deferred Revenues	$ 13,542	$ -	$ 30,623	$ 233	$ 44,398	$ 1,237

C. Fiduciary Funds

Other Receivables

Other receivables at June 30, 2004, consisted of the following (expressed in thousands):

Other Receivables	Private-Purpose Trust	Local Government Investment Pool	Pension and Other Employee Benefit Plans	Agency Funds
Accounts receivable	$ -	$ -	$ 2,363	$ 10,753
Interest	-	4,747	127,008	18,672
Loans	-	-	-	17
Miscellaneous	4,654	-	65,949	70,850
Subtotals	4,654	4,747	195,320	100,292
Less: Allowance for uncollectible receivables	-	-	125	521
Total Other Receivables	$ 4,654	$ 4,747	$ 195,195	$ 99,771

Note 5 - Interfund Balances and Transfers

A. Interfund Balances

The following balances at June 30, 2004, represent due from and due to balances among all funds and state agencies (expressed in thousands):

	Due From						
Due To	General	Higher Education Special Revenue	Higher Education Endowment	Nonmajor Governmental Funds	Workers' Compensation	Unemployment Compensation	Higher Education Student Services
General	$ 57,572	$ 7,297	$ -	$ 42,946	$ 299	$ -	$ -
Higher Educ. Special Revenue	24,532	16,833	-	8,568	46	-	8,921
Higher Education Endowment	-	-	-	-	-	-	-
Nonmajor Governmental Funds	120,023	150	2,203	87,347	1,258	344	25
Workers' Compensation	35	-	-	-	11,165	-	-
Unemployment Compensation	1,839	1,019	-	526	-	-	-
Higher Edcuation Student Services	1,324	17,558	-	-	-	-	6,351
Nonmajor Enterprise Funds	9,993	-	-	550	-	-	30
Internal Service Funds	21,555	747	-	15,957	5,862	-	-
Fiduciary Funds	261,148	449	171,331	19,646	95	-	31,830
Totals	$ 498,021	$ 44,053	$ 173,534	$ 175,540	$ 18,725	$ 344	$ 47,157

All interfund balances are expected to be paid within one year from the date of the financial statements. These balances resulted from the time lag between the dates that (1) interfund goods and services were provided and when the payments occurred, and (2) interfund transfers were accrued and when the liquidations occurred.

Nonmajor Enterprise Funds	Internal Service Funds	Fiduciary Funds	**Totals**
$ 6,112	$ 362	$ 17,384	$ 131,972
8,199	4,958	72,228	144,285
-	-	39	39
5,303	1,296	22,893	240,842
-	54	10	11,264
-	-	182	3,566
6,321	91	12,848	44,493
37,508	330	101	48,512
2,753	13,474	953	61,301
206	178	30,715	515,598
$ 66,402	$ 20,743	$ 157,353	$ 1,201,872

B. Interfund Transfers

Interfund transfers as reported in the financial statements reflect transfers between agencies and accounts reported within the same fund.

Net transfers between funds for the year ended June 30, 2004, consisted of the following (expressed in thousands):

	Transferred To						
Transferred From	General Fund	Higher Education Special Revenue	Higher Education Endowment	Nonmajor Governmental Funds	Workers Compensation Fund	Higher Education Student Services	Nonmajor Enterprise Funds
General Fund	$ 116,522	$ 8,369	$ -	$ 753,700	$ -	$ -	$ -
Higher Educ. Special Revenue	411	145,077	1,714	76,168	-	-	26,195
Higher Education Endowment	-	16,868	-	26,728	-	-	28
Nonmajor Governmental Funds	88,562	3,521	2,516	578,557	52	-	1,002
Workers' Compensation Fund	-	-	-	1,317	296,222	-	-
Higher Educ. Student Services	-	-	-	-	-	155,712	7,030
Nonmajor Enterprise Funds	53,612	33,452	-	138,067	-	-	8,815
Internal Service Funds	16	626	-	5,111	-	-	-
Private Purpose Funds	48,985	-	-	-	-	-	-
Totals	$ 308,108	$ 207,913	$ 4,230	$ 1,579,648	$ 296,274	$ 155,712	$ 43,070

Additionally, there are transfers within the state's Pension Funds. The transfers from Pension Funds are into other Pension Funds.

Transfers are used to 1) move revenues from the fund that statute requires to collect them to the fund that statute requires to expend them, 2) move receipts designated for debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, 3) move unrestricted revenues collected in the General Fund to finance various programs accounted for in other funds in accordance with budgetary authorizations, 4) move profits from the Liquor Revolving Account and the State Lottery Account as required by law, and 5) transfer amounts to and from the General Fund as required by law.

Internal Service Funds	Private Purpose Funds	**Totals**
$ 10,932	$ 5,483	$ 895,006
974	-	250,539
-	-	43,624
249	-	674,459
-	-	297,539
-	-	162,742
25	-	233,971
32,022	-	37,775
-	-	48,985
$ 44,202	$ 5,483	$ 2,644,640

Note 6 - Capital Assets

A. Governmental Capital Assets

The following is a summary of governmental capital asset activity for the year ended June 30, 2004 (expressed in thousands):

Capital Assets	Balances July 1, 2003*	Additions	Deletions	Balances June 30, 2004
Capital assets, not being depreciated:				
Land	$ 1,137,698	60,242	(13,580)	$ 1,184,360
Highway System Infrastructure**	11,730,655	785,830	(3,660)	12,512,825
Construction in Progress	1,163,368	401,254	(532,660)	1,031,962
Art Collections, Library Reserves, and Museum and Historical Collections	107,972	1,232	(4,488)	104,716
Total capital assets, not being depreciated	14,139,693			14,833,863
Capital assets, being depreciated:				
Buildings	6,056,449	623,705	(16,393)	6,663,761
Accumulated depreciation	(2,019,649)	(178,589)	3,982	(2,194,256)
Net buildings	4,036,800			4,469,505
Furnishings, equipment, and collections	2,992,788	210,947	(80,579)	3,123,156
Accumulated depreciation	(1,701,701)	(162,397)	45,240	(1,818,858)
Net furnishings, equipment and collections	1,291,087			1,304,298
Other improvements	721,111	83,723	(40,579)	764,255
Accumulated depreciation	(264,355)	(44,519)	25,142	(283,732)
Net other improvements	456,756			480,523
Infrastructure (other)**	270,897	44,837	-	315,734
Accumulated depreciation	(92,363)	(18,022)	-	(110,385)
Net infrastructure (other)	178,534			205,349
Total capital assets, being depreciated, net	5,963,177			6,459,675
Governmental activities capital assets, net	$ 20,102,870			$ 21,293,538

*Beginning balances have been restated to reflect fund type reclassifications.
**The state first reported infrastructure under the new requirements of the Governmental Accounting Standards Board Statement Number 34 in Fiscal Year 2002. The state accounts for the State Highway System and Emergency Airfields using the modified approach and reports them as non-depreciable Highway System Infrastructure. The state's short rail line is depreciated and is reported as depreciable Infrastructure (other). Under the modified approach, rather than recording depreciation, asset condition is reported. The rating scales for pavements, bridges, and airfields are further explained in Required Supplementary Information.

B. Business-type Capital Assets

The following is a summary of business-type capital asset activity for the year ended June 30, 2004, (expressed in thousands):

Capital Assets	Balances July 1, 2003*	Additions	Deletions	Balances June 30, 2004
Capital assets, not being depreciated:				
Land	$ 86,061	14,671	(106)	$ 100,626
Construction in Progress	263,547	44,303	(220,848)	87,002
Art Collections	35	2	-	37
Total capital assets, not being depreciated	349,643			187,665
Capital assets, being depreciated:				
Buildings	1,290,689	248,748	(6,111)	1,533,326
Accumulated depreciation	(394,424)	(41,336)	1,753	(434,007)
Net buildings	896,265			1,099,319
Furnishings, equipment, and collections	288,475	62,745	(24,618)	326,602
Accumulated depreciation	(198,685)	(29,613)	20,311	(207,987)
Net furnishings, equipment, and collections	89,790			118,615
Other Improvements	33,573	2,733	(739)	35,567
Accumulated depreciation	(12,125)	(687)	124	(12,688)
Net other improvements	21,448			22,879
Infrastructure (other)	28,572	5,377	-	33,949
Accumulated depreciation	(8,068)	(2,325)	-	(10,393)
Net infrastructure (other)	20,504			23,556
Total capital assets, being depreciated, net	1,028,007			1,264,369
Business-type activities capital assets, net	$ 1,377,650			$ 1,452,034

*Beginning balances have been restated to reflect fund type reclassifications and prior period error correction.

C. Depreciation

Depreciation expense was charged to functions of the primary government as follows (expressed in thousands):

	Amount
Governmental Activities:	
General Government	$ 38,189
Education - Elementary and Secondary (K-12)	2,400
Education - Higher Education	221,492
Human Services	23,146
Adult Corrections	23,176
Natural Resources and Recreation	22,452
Transportation	72,672
Total Depreciation Expense - Governmental Activities	$ 403,527
Business-Type Activities:	
Workers' Compensation	$ 6,261
Unemployment Compensation	-
Higher Education Student Services	51,116
Health Insurance Programs	216
Other	16,368
Total Depreciation Expense - Business-Type Activities	$ 73,961

*Includes $53.4 million internal service fund depreciation that was allocated to functions as a part of the net internal service fund activity.

D. Construction in Progress

Major construction commitments of the state at June 30, 2004, are as follows (expressed in thousands):

D- Construction in Progress

Agency/Project Commitments	Construction In Progress June 30, 2004	Remaining Project Commitments
Office of the Secretary of State:		
Eastern Washington Regional Archives Building	$ 13,862	$ 1,382
Department of General Administration:		
Legislative and other buildings rehab., new office buildings, and other projects	157,566	347,670
Washington State Patrol:		
Spokane and Vancouver crime laboratories, and other projects	6,365	18,255
Military Department:		
Readiness centers and other projects	12,668	5,296
Department of Social and Health Services:		
State hospital and juvenile rehabilitation renovations, and other projects	101,940	37,219
Department of Veterans Affairs:		
240 Bed Skilled Nursing Center and other projects	28,796	15,479
Department of Corrections:		
Correctional centers construction, improvements, and other projects	206,137	247,386
Department of Transportation:		
State Highway System, maintenance facilities, and ferry vessels and terminals	159,514	802,312
Department of Fish and Wildlife:		
Hatchery renovations, site improvements, and other projects	19,444	11,948
Higher Education Facilities:		
University of Washington	103,910	194,788
Washington State University	30,346	231,085
Eastern Washington University	12,851	40,869
Central Washington University	50,501	5,259
The Evergreen State College	46,261	2,462
Western Washington University	21,782	11,895
Community and Technical Colleges	115,129	243,831
Other Agencies Miscellaneous Projects	31,892	34,718
Total Construction in Progress	$ 1,118,964	$ 2,251,854

Note 7 – Long-Term Liabilities

A. Bonds Payable

Bonds payable at June 30, 2004, are reported by the state of Washington within Governmental Activities and Business-Type Activities, as applicable.

The State Constitution and enabling statutes authorize the incurrence of state general obligation debt, to which the state's full faith, credit, and taxing power are pledged, either by the State Legislature or by a body designated by statute (presently the State Finance Committee). Legislative authorization arises from an affirmative vote of 60 percent of both legislative houses without voter consent, or from an affirmative vote of more than 50 percent of both legislative houses and a majority of the voters voting thereon. The State Finance Committee debt authorization does not require voter approval; however, it is limited to providing for: (1) temporary deficiencies in the state treasury (must be discharged within 12 months of the date of incurrence): (2) appropriations already made by the legislature: or (3) refunding of outstanding obligations of the state.

Legal Debt Limitation
The State Constitution and current statutes generally limit debt authorized in the preceding procedures. The limitations prohibit the issuance of new debt if it would cause the maximum annual debt service, on all thereafter-outstanding general obligation debt, to exceed a specified percentage of the arithmetic mean of general state revenues for the preceding three fiscal years. These limitations are on the incurrence of new debt, not on the amount of debt service that may be paid by the state in future years.

As certified by the State Treasurer, the maximum debt authorization subject to limitation for Fiscal Year 2004 was $6.3 billion, under the then current constitutional and statutory limitation. This computation excludes specific bond issues and types, which are not secured by general state revenues. Based on the debt limitation calculation, the debt service requirements as of June 30, 2004, did not exceed the authorized debt service limitation.

Computation of Legal Debt Limitation (expressed in millions)[1]	
Three year mean, general state revenues	$ 9,130
Legal Debt Limitation:	
Debt service limitation (7 percent of above)	$ 639
Less: Projected maximum annual debt service of outstanding bonds	594
Uncommitted Portion of Debt Service Limitation	$ 45
Remaining State general obligation debt capacity	$ 607
Plus: Debt outstanding subject to limitation	5,693
Maximum Debt Authorization Subject to Limitation	$ 6,300

[1] Source: Office of the State Treasurer – Certification of the Debt Limitation of the State of Washington for Fiscal Year 2004.

Authorized but unissued
The state had a total of $6,103 million in bonds authorized but unissued as of June 30, 2004, for the purpose of public building and schools construction and renovation, higher education purposes, and highways construction and improvement.

Interest rates
Interest rates on fixed rate general obligation bonds ranged from 1.1 to 7.0 percent. Variable rate demand obligations (VRDO) of $174.4 million as of June 30, 2004, are remarketed on a weekly basis. Interest rates on revenue bonds range from 2.0 to 9.0 percent.

DEBT SERVICE REQUIREMENTS TO MATURITY
General obligation bonds have been authorized and issued primarily to provide funds for acquisition and construction of capital facilities for public and common schools, higher education, public and mental health, corrections, conservation, and construction and improvements of highways, roads, and bridges. The state has also issued bonds for assistance to municipalities for construction of water and sewage treatment facilities and corrections facilities. In addition, bonds are authorized and issued to provide for the refunding of general obligation bonds outstanding. Outstanding general obligations bonds are presented in the Washington State Treasurer's Annual Report for 2004. A copy of the report is available from the Office of the State Treasurer, PO Box 40200, Olympia, Washington, 98504-0200, phone number (360) 902-9000 or TTY (360) 902-8963.

Total debt service requirements to maturity for general obligation bonds, as of June 30, 2004, are as follows (expressed in thousands):

	Governmental Activities		Business-Type Activities		Totals	
General Obligation Bonds	Principal	Interest	Principal	Interest	Principal	Interest
By Fiscal Year:						
2005	$ 422,663	$ 444,850	$ 16,960	$ 6,407	$ 439,623	$ 451,257
2006	421,169	426,663	17,955	5,451	439,124	432,114
2007	434,298	410,610	19,150	4,436	453,448	415,046
2008	441,280	387,471	20,655	3,333	461,935	390,804
2009	454,306	367,958	11,335	4,899	465,641	372,857
2010-2014	2,119,365	1,558,265	35,843	16,374	2,155,208	1,574,639
2015-2019	2,294,750	1,159,779	29,037	44,916	2,323,787	1,204,695
2020-2024	1,724,909	641,277	4,425	11,835	1,729,334	653,112
2025-2029	846,965	291,033	-	-	846,965	291,033
2030-2034	13,676	43,929	-	-	13,676	43,929
Total Debt Service Requirements	$ 9,173,381	$ 5,731,835	$ 155,360	$ 97,651	$ 9,328,741	$ 5,829,486

Revenue Bonds are authorized under current state statutes, which provide for the issuance of bonds that are not supported, or not intended to be supported, by the full faith and credit of the state. These bonds pledge income derived from acquired or constructed assets for retirement of the debt and payment of the related interest.

The Tobacco Settlement Authority (TSA), a blended component unit of the state, issued revenue bonds secured by the TSA's right to receive 29.2 percent of the state's tobacco settlement revenue stream. These bonds are recorded as a governmental activity. The state's Colleges and Universities issue revenue bonds for the purpose of housing, dining, parking, and student facilities construction. These bonds are recorded as a business-type activity.

Total debt service requirements for revenue bonds to maturity as of June 30, 2004, are as follows (expressed in thousands):

	Governmental Activities		Business-Type Activities		Totals	
Revenue Bonds	Principal	Interest	Principal	Interest	Principal	Interest
By Fiscal Year:						
2005	$ 550	$ 32,814	$ 11,648	$ 26,408	$ 12,198	$ 59,222
2006	110	32,796	12,325	26,159	12,435	58,955
2007	-	32,791	13,946	25,606	13,946	58,397
2008	10,675	32,791	14,582	24,961	25,257	57,752
2009	10,060	32,258	15,354	24,272	25,414	56,530
2010-2014	62,895	151,971	89,643	109,230	152,538	261,201
2015-2019	91,250	127,568	104,866	84,778	196,116	212,346
2020-2024	105,145	97,223	122,302	58,315	227,447	155,538
2025-2029	141,845	58,600	84,851	31,585	226,696	90,185
2030-2034	88,125	10,350	50,662	7,396	138,787	17,746
Total Debt Service Requirements	$ 510,655	$ 609,162	$ 520,179	$ 418,710	$ 1,030,834	$ 1,027,872

DEBT REFUNDINGS

When advantageous and permitted by statute and bond covenants, the State Finance Committee authorizes the refunding of outstanding bonds. When the state refunds outstanding bonds, the net proceeds of each refunding issue are used to purchase U.S. government securities that are placed in irrevocable trusts with escrow agents to provide for all future debt service payments on the refunded bonds. As a result, the refunded bonds are considered defeased and the liability has been removed from the government-wide statement of net assets.

CURRENT YEAR DEFEASANCES

Governmental Activities:

On March 9, 2004, the state issued $119 million of Various Purpose General Obligation Refunding Bonds (Series R-2004C) with an average interest rate of 4.47 percent to refund $118.2 million of Various Purpose General Obligation Bonds from several different series with an average interest rate of 5.48 percent. The refunding resulted in an $11.9 million gross debt service savings over the next 17 years and an economic gain of $10.4 million.

On March 9, 2004, the state issued $156.5 million in Motor Vehicle Fuel Tax General Obligation Refunding Bonds (Series R-2004D) with an average interest rate of 4.49 percent to refund $151.3 million of Motor Vehicle Fuel Tax General Obligation bonds from several series with an average interest rate of 5.65 percent. The refunding resulted in a $15.8 million gross debt service savings over the next 18 years and an economic gain of $12.1 million.

On October 23, 2003, the state issued $124.1 million of Various Purpose General Obligation Refunding Bonds (Series R-2004A) with an average interest rate of 4.78 percent to refund $119.7 million of Various Purpose General Obligation Bonds from several series with an average interest rate of 5.80 percent. The refunding resulted in an $11.3 million gross debt service savings over the next 16 years and an economic gain of $8.3 million.

On October 23, 2003, the state issued $57 million of Motor Vehicle Fuel Tax General Obligation Refunding Bonds (Series RE-2004B) with an average interest rate of 4.81 percent to refund the remaining $55.3 million of Motor Vehicle Fuel Tax General Obligation Bonds from several series with an average interest rate of 5.94 percent. The refunding resulted in a $6.4 million gross debt service savings over the next 16 years and an economic gain of $4.2 million.

Business-Type Activities:

On April 6, 2004, University of Washington issued $4.38 million in Housing and Dining System Revenue and Refunding Bonds (Series 2004), with an average interest rate of 2.88 percent, to refund $4.16 million in outstanding Housing and Dining System Revenue Bonds with an average interest rate of 2.91 percent. The refunding resulted in $456,984 gross debt service savings over the next nine years and an economic gain of $387,691.

PRIOR YEAR DEFEASANCES

In prior years, the state defeased certain general obligation and other bonds by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt service payments on the prior bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the state's financial statements.

General Obligation Bond Debt:

On June 30, 2004, $530.8 million of general obligation bonded debt outstanding is considered defeased.

Revenue Bond Debt:

On June 30, 2004, $21.1 million of proprietary revenue bonded debt outstanding is considered defeased.

B. Certificates of Participation

Current state law authorizes the state to enter into long-term financing contracts for the acquisition of real or personal property and for the issuance of certificates of participation in the contracts. These certificates of participation do not fall under the general obligation debt limitations and are generally payable only from annual appropriations by the Legislature. Other specific provisions could also affect the state's obligation under certain agreements. The certificates of participation are recorded for financial reporting purposes if the possibility of the state not meeting the terms of the agreements is considered remote.

Total debt service requirements for certificates of participation to maturity as of June 30, 2004, are as follows (expressed in thousands):

	Governmental Activities		Business-Type Activities		Totals	
Certificates of Participation	Principal	Interest	Principal	Interest	Principal	Interest
By Fiscal Year:						
2005	$ 27,707	$ 14,677	$ 31,311	$ 16,587	$ 59,018	$ 31,264
2006	19,498	11,205	15,961	10,318	35,459	21,523
2007	18,041	10,421	15,220	9,663	33,261	20,084
2008	16,527	9,680	14,356	9,026	30,883	18,706
2009	19,621	8,976	17,637	8,406	37,258	17,382
2010-2014	100,400	33,866	83,526	28,175	183,926	62,041
2015-2019	59,563	9,193	56,482	8,722	116,045	17,915
2020-2024	12,704	1,210	12,056	1,148	24,760	2,358
2025-2029	-	-	-	-	-	-
Total Debt Service Requirements	$ 274,061	$ 99,228	$ 246,549	$ 92,045	$ 520,610	$ 191,273

C. Claims and Judgments

Claims and judgments are materially related to three activities: workers' compensation, risk management, and health insurance. Workers' compensation and health insurance are business-type activities, and risk management is a governmental activity. A description of the risks to which the state is exposed by these activities, and the ways in which the state handles the risks, is presented in Note 1E.

Workers' Compensation

Changes in the balances of workers' compensation claims liabilities during Fiscal Years 2003 and 2004 were as follows (expressed in thousands):

Workers' Compensation Fund	Balances Beginning of Fiscal Year	Incurred Claims and Changes in Estimates	Claim Payments	Balances End of Fiscal Year
FY 2003	$ 14,883,099	2,489,547	(1,508,794)	$ 15,863,852
FY 2004	$ 15,863,852	2,267,506	(1,540,260)	$ 16,591,098

At June 30, 2004, $36.3 billion of unpaid claims and claim adjustment expenses are presented at their net present and settlement value of $16.6 billion. These claims are discounted at assumed interest rates of 4.0 percent (time loss and medical) to 6.5 percent (pensions) and adjusted at 4.0 percent (accident, medical aid, and claim adjustment expense) for a provision of uncertainty to arrive at a settlement value that is net of third party recoveries.

The claims and claim adjustment liabilities of $16.6 billion, as of June 30, 2004, include $8.2 billion for supplemental pension cost of living adjustments (COLAs) that by statute are not to be fully funded. These COLA payments are funded on a pay-as-you-go basis, and the Workers' Compensation actuaries have indicated that future premium payments will be sufficient to pay these claims as they come due. The remaining claims liabilities of $8.4 billion are fully funded by long-term investments, net of obligations under securities lending agreements.

Risk Management

Changes in the balances of risk management claims liabilities during Fiscal Years 2003 and 2004 were as follows (expressed in thousands):

Risk Manangement Fund	Balances Beginning of Fiscal Year	Incurred Claims and Changes in Estimates	Claim Payments	Tort Defense Payments	Balances End of Fiscal Year
FY 2003	$ 402,470	153,250	(40,082)	(16,724)	$ 498,914
FY 2004	$ 498,914	59,882	(29,755)	(15,710)	$ 513,331

Risk Management reports claims and judgment liabilities when it becomes probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an actuarially determined amount for claims that have been incurred but not reported. It also includes an actuarial estimate of loss adjustment expenses for tort defense. Because actual claims liabilities depend on such complex factors as inflation, changes in legal doctrines, and damage awards, it should be recognized that future loss emergence will likely deviate, perhaps materially, from the actuarial estimates. Claims liabilities are re-evaluated annually to take into consideration recently settled claims, the frequency of claims, and other economic or social factors.

The state is a defendant in a significant number of lawsuits pertaining to property and casualty matters. As of June 30, 2004, outstanding and actuarially determined claims against the state and its public authorities were $513.3 million for which the state has recorded a liability. The state is restricted by law from accumulating funds in the Self Insurance Liability Program in excess of 50 percent of total outstanding and actuarially determined claims. At June 30, 2004, the Risk Management Fund held $71.0 million in cash and

pooled investments designated for payment of these claims under the state's Self Insurance Liability Program.

Health Insurance

Changes in the balances of Health Insurance claim liabilities during Fiscal Years 2003 and 2004 were as follows (expressed in thousands):

Health Insurance Fund	Balances Beginning of Fiscal Year	Incurred Claims and Changes in Estimates	Claim Payments	Balances End of Fiscal Year
FY 2003	$ 46,926	332,047	(331,039)	$ 47,934
FY 2004	$ 47,934	431,539	(412,594)	$ 66,879

The Health Insurance Fund establishes a liability when it becomes probable that a loss has occurred and the amount of that loss can be reasonably estimated. Liabilities include an actuarially determined amount for claims that have been incurred but not reported. Because actual claims liabilities depend on various complex factors, the process used in computing claims liabilities does not always result in an exact amount. Claims liabilities are re-evaluated periodically to take into consideration recently settled claims, the frequency of claims, and other economic and social factors.

At June 30, 2004, health insurance claims liabilities totaling $66.9 million are fully funded with cash and investments, net of obligations under securities lending agreements.

D. Leases

The state leases land, office facilities, office and computer equipment, and other assets under a variety of agreements. Although lease terms vary, most leases are subject to appropriation from the state Legislature to continue the obligation. If the possibility of receiving no funding from the Legislature is remote, leases are considered noncancelable for financial reporting purposes. Leases that represent acquisitions are classified as capital leases, and the related assets and liabilities are recorded in the financial records at the inception of the lease. Other leases are classified as operating leases with the lease payments recorded as expenditures or expenses during the life of the lease. Certain operating leases are renewable for specified periods. In most cases, management expects that the leases will be renewed or replaced by other leases.

Leased land, buildings and equipment under capital leases as of June 30, 2004, include the following (expressed in thousands):

	Governmental Activities	Business-Type Activities
Land (non-depreciable)	$ 1,918	$ -
Buildings	39,355	6,271
Equipment	3,632	870
Less: Accumulated Depreciation	(8,315)	(1,143)
Totals	$ 36,590	$ 5,998

The following schedule presents future minimum payments for capital and operating leases as of June 30, 2004, (expressed in thousands):

	Capital Leases		Operating Leases	
Capital and Operating Leases	Governmental Activities	Business-Type Activities	Governmental Activities	Business-Type Activities
By Fiscal Year:				
2005	$ 6,300	$ 2,094	$ 102,462	$ 20,996
2006	6,865	2,617	88,430	20,225
2007	4,817	2,538	72,332	19,510
2008	2,801	2,248	59,415	17,382
2009	2,873	2,125	54,796	16,568
2010-2014	7,096	3,162	153,098	4,241
2015-2019	550	1,925	56,009	-
2020-2024	315	1,203	43,049	-
2025-2029	-	-	42,771	-
2030-2034	-	-	36,285	-
Total Future Minimum Payments	31,617	17,912	708,647	98,922
Less: Executory costs and interest costs	3,874	3,668	-	-
Net Present Value of future minimum lease payments	$ 27,743	$ 14,244	$ 708,647	$ 98,922

The total operating lease rental expense for Fiscal Year 2004 was $291.5 million.

E. Long-Term Liability Activity

Long-term liability activity for the Fiscal Year 2004 (expressed in thousands) was as follows:

Governmental Activities:	Beginning Balance * July 1, 2003	Additions	Reductions	Ending Balance June 30, 2004	Amounts Due Within One Year
Long-term Debt:					
GO Bonds Payable -					
General obligation (GO) bonds	$ 7,912,225	$ 1,424,350	$ 814,200	$ 8,522,375	$ 406,645
GO - zero coupon bonds (principal)	464,342	199,984	13,320	651,006	16,018
Subtotal - GO Bonds payable	8,376,567	1,624,334	827,520	9,173,381	422,663
Accreted Interest - GO - zero coupon bonds	152,603	25,638	-	178,241	-
Revenue Bonds Payable	517,905	-	7,250	510,655	550
Less: Deferred amounts for issuance discounts	(2,356)	-	(204)	(2,152)	-
Less: Unamortized bond issuance costs	(13,747)	-	(977)	(12,770)	-
Total Bonds Payable	9,030,972	1,649,972	833,589	9,847,355	423,213
Other Liabilities -					
Certificates of participation	276,276	18,115	20,330	274,061	27,707
Claims and judgments	593,554	26,371	36,593	583,332	97,633
Installment contracts	-	221	-	221	111
Leases	31,610	44	3,911	27,743	6,300
Compensated absences	398,536	271,648	257,889	412,295	44,086
Unfunded pension obligations	49,900	5,600	-	55,500	-
Other	191,365	1,212,966	1,279,508	124,831	89,298
Total Other Liabilities	1,541,241	1,534,965	1,598,231	1,477,983	265,135
Total	$ 10,572,213	$ 3,184,937	$ 2,431,820	$ 11,325,338	$ 688,348

* Beginning balance as restated, refer to Note 2.

For Governmental Activities, payments on the certificates of participation are being repaid directly from various governmental funds. The compensated absences liability will be liquidated approximately 53 percent by the General Fund, 24 percent by the Higher Education Special Revenue Funds, and the balance by various other governmental funds. The claims and judgments liability will be liquidated primarily through the risk management fund, an internal service fund. Leases, installment contract obligations, and other liabilities will be repaid from various other governmental funds.

The revenue bonds were issued by the Tobacco Settlement Authority (TSA), which is a blended component unit of the state. The bonds are obligations of the TSA and are secured solely by the TSA's right to receive 29.2 percent of the state's tobacco settlement revenues, restricted investments of the TSA, and undistributed TSA bond proceeds. These bonds do not constitute either a legal or moral obligation of the state, nor does the state pledge its full faith, credit or taxing power for payment of these bonds.

Business-Type Activities	Beginning Balance * July 1, 2003	Additions	Reductions	Ending Balance June 30, 2004	Amounts Due Within One Year
Long-term Debt:					
GO Bonds Payable					
General obligation (GO) bonds	$ 143,139	$ -	$ 17,039	$ 126,100	$ 16,960
GO - zero coupon bonds (principal)	29,259	-	-	29,259	-
Subtotal - GO Bonds payable	172,398	-	17,039	155,359	16,960
Accreted Interest - GO - zero coupon bonds	17,843	2,901	-	20,744	-
Revenue Bonds Payable	454,642	81,127	15,590	520,179	11,648
Less: Deferred amounts on refunding	(3,603)	145	433	(3,891)	-
Less: Deferred amounts for issuance discounts	(1,705)	-	(67)	(1,638)	-
Less: Unamortized bond issuance costs	(850)	(950)	(59)	(1,742)	-
Total Bonds Payable	638,725	83,223	32,936	689,011	28,608
Other liabilities -					
Certificates of participation	247,594	28,979	30,023	246,550	31,311
Less: Deferred amounts for issuance discounts	(2,052)	3	(145)	(1,904)	-
Claims and judgments	15,915,336	1,496,547	750,549	16,661,334	1,638,249
Lottery prize annuities payable	529,154	42,721	73,841	498,034	70,491
Tuition benefits payable	350,000	121,895	9,601	462,294	-
Leases	5,882	9,390	1,027	14,245	2,094
Compensated absences	37,183	24,703	20,322	41,564	16,855
Other	37,128	51,229	54,240	34,117	31,742
Total Other Liabilities	17,120,225	1,775,467	939,458	17,956,234	1,790,742
Total	$ 17,758,950	$ 1,858,690	$ 972,394	$ 18,645,245	$ 1,819,350

* Beginning balance as restated, refer to Note 2.

Note 8 - No Commitment Debt

The Washington State Housing Finance Commission, Washington Higher Education Facilities Authority, Washington Health Care Facilities Authority, and Washington Economic Development Finance Authority (financing authorities) were created by the state Legislature. For financial reporting purposes, they are discretely presented as component units. These financing authorities issue bonds for the purpose of making loans to qualified borrowers for capital acquisitions, construction, and related improvements. These bonds do not constitute either a legal or moral obligation of the state or these financing authorities, nor does the state or these financing authorities pledge their faith and credit for the payment of such bonds. Debt service on the bonds is payable solely from payments made by the borrowers pursuant to loan agreements. Due to their no commitment nature, the bonds issued by these financing authorities are excluded from the state's financial statements.

The table below presents the latest available balances for the "No Commitment" debt of the state's financing authorities (expressed in thousands):

No Commitment Debt	Principal Balance
Washington State Housing Finance Commission	$ 2,197,004
Washington Higher Education Facilities Authority	385,871
Washington Health Care Facilities Authority	2,800,000
Washington Economic Development Finance Authority	306,337
Total No Commitment Debt	$ 5,689,212

Note 9 – Fund Balances Reserved for Other Specific Purposes

The nature and purposes of fund balances reserved for other specific purposes as of June 30, 2004, are listed below (expressed in thousands):

Fund Balances	General	Higher Education Special Revenue	Higher Education Endowment	Nonmajor Governmental Funds	Totals
Reserved for Other Specific Purposes:					
Long-term student loans	$ -	$ 93,121	$ -	$ -	$ 93,121
Investments with trustees	601	-	-	453	1,054
Long-term receivables	35,949	688	-	1,171,100	1,207,737
Long-term investments	-	73,917	-	22,323	96,240
Emergency reserve	-	-	-	43	43
Petty cash	657	4,767	-	828	6,252
Total Reserved for Other Specific Purposes	$ 37,207	$ 172,493	$ -	$ 1,194,747	$ 1,404,447

Note 10 - Deficit Net Assets

At June 30, 2004, there were two proprietary funds with deficit net assets.

The Workers' Compensation Fund, an enterprise fund, had deficit net assets of $6.9 billion at June 30, 2004. The fund is used to account for the workers' compensation program, which provides time-loss, medical, disability, and pension payments to qualifying individuals sustaining work-related injuries. The main benefit plans of the workers' compensation program are funded based on rates that will keep these plans solvent in accordance with recognized actuarial principles. The supplemental pension cost-of-living adjustments (COLA) granted for time-loss and disability payments, however, are funded on a pay-as-you-go basis. By statute, the state is only allowed to collect enough revenue to fund the current COLA payments.

The following schedule details the changes in total net assets for the Workers' Compensation Fund during the fiscal year ended June 30, 2004 (expressed in thousands):

Workers' Compensation Fund	Net Assets (Deficit)
Balance, July 1, 2003	$ (6,246,013)
Fiscal Year 2004 activity	(696,007)
Balance, June 30, 2004	$ (6,942,020)

The Risk Management Fund, an internal service fund, had deficit net assets of $445.0 million at June 30, 2004. The Risk Management Fund is used to account for the claims, torts, judgments generally arising from automobile and general government operations, and loss adjustment expenses for tort defense. These costs are supported by premium assessments to state agencies that are designed to cover current and future claim losses. Outstanding and incurred but not reported claims are actuarially determined and accrued, resulting in the deficit net assets.

The Self Insurance Liability Program, initiated in 1990, is intended to provide funds for the payment of all claims and loss adjustment expenses for tort defense.

The state is restricted by law from accumulating funds in the Self Insurance Liability Program in excess of 50 percent of total outstanding and actuarially determined claims.

The following schedule details the changes in net assets for the Risk Management Fund during the fiscal year ended June 30, 2004 (expressed in thousands):

Risk Management Fund	Net Assets (Deficit)
Balance, July 1, 2003	$ (484,313)
Fiscal Year 2004 activity	39,284
Balance, June 30, 2004	$ (445,029)

Note 11 - Retirement Plans

A. General

The state of Washington, through the Department of Retirement Systems, the Board for Volunteer Fire Fighters, and the Administrator for the Courts, administers 12 defined benefit retirement plans, three combination defined benefit/defined contribution retirement plans, and one defined contribution retirement plan covering eligible employees of the state and local governments. Pension plans administered by the state are accounted for using the accrual basis of accounting. Under the accrual basis of accounting, employee and employer contributions are recognized in the period in which employee services are performed; investment gains and losses are recognized as incurred; and benefits and refunds are recognized when due and payable in accordance with the terms of the applicable plan.

DEPARTMENT OF RETIREMENT SYSTEMS
As established in chapter 41.50 of the Revised Code of Washington (RCW), the Department of Retirement Systems (DRS) administers seven retirement systems comprising 11 defined benefit pension plans and three combination defined benefit/defined contribution plans as follows:

Public Employees' Retirement System (PERS)
- Plan 1 - defined benefit
- Plan 2 - defined benefit
- Plan 3 - defined benefit/defined contribution

Teachers' Retirement System (TRS)
- Plan 1 - defined benefit
- Plan 2 - defined benefit
- Plan 3 - defined benefit/defined contribution

School Employees' Retirement System (SERS)
- Plan 2 - defined benefit
- Plan 3 - defined benefit/defined contribution

Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF)
- Plan 1 - defined benefit
- Plan 2 - defined benefit

Washington State Patrol Retirement System (WSPRS)
- Plan 1 - defined benefit
- Plan 2 - defined benefit

Judicial Retirement System (JRS)
- Defined benefit plan

Judges' Retirement Fund (Judges)
- Defined benefit plan

Although some assets of the plans are commingled for investment purposes, each plan's assets may be used only for the payment of benefits to the members of that plan in accordance with the terms of the plan.

Administration of the PERS, TRS, SERS, and LEOFF systems and plans was funded by an employer rate of .22 percent of employee salaries. Administration of the WSPRS, JRS, and Judges plans is funded by means of legislative appropriations.

The Department of Retirement Systems prepares a stand-alone financial report. Copies of the report that include financial statements and required supplementary information may be obtained by writing to Washington State Department of Retirement Systems, PO Box 48380, Olympia, Washington 98504-8380.

BOARD FOR VOLUNTEER FIRE FIGHTERS
As established in chapter 41.24 RCW, the Washington Board for Volunteer Fire Fighters' administers the Volunteer Fire Fighters' and Reserve Officers' Relief and Pension Fund (VFFRPF), a defined benefit plan. Administration of VFFRPF is funded through legislative appropriation.

ADMINISTRATOR FOR THE COURTS
As established in chapter 2.14 RCW, the Administrator for the Courts administers the Judicial Retirement Account (JRA), a defined contribution plan. Administration of JRA is funded through member fees.

TIAA/CREF
In addition to the retirement plans administered by the state of Washington, eligible higher education state employees may participate in the Teachers' Insurance and Annuity Association/College Retirement Equity Fund (TIAA/CREF) which is a privately administered defined contribution plan.

Plan descriptions, funding policies, and a table of employer contributions required and paid for defined benefit plans follow at Notes 11.B through D respectively. For information related to defined contribution plans, refer to Note 11.I. Details on plan net assets and changes in plan net assets of pension plans administered by the state are presented at Note 11.J.

Membership of each state administered plan consisted of the following at September 30, 2003, the date of the latest actuarial valuation for all plans except for VFFRPF which had an actuarial valuation performed on December 31, 2003.

Number of Participating Members

Defined Benefit Plans Administered by the State	Retirees and Beneficiaries Receiving Benefits	Terminated Members Entitled to but not yet Receiving Benefits	Active Plan Members Vested	Active Plan Members Nonvested	Total Members
PERS 1	54,372	3,142	18,355	1,385	77,254
PERS 2	10,904	16,089	72,343	44,919	144,255
PERS 3	86	770	9,771	7,777	18,404
TRS 1	33,855	1,649	10,898	277	46,679
TRS 2	957	2,493	6,936	701	11,087
TRS 3	385	2,418	18,646	28,617	50,066
SERS 2	736	1,902	14,613	6,891	24,142
SERS 3	306	1,648	11,492	16,218	29,664
LEOFF 1	8,054	14	991	0	9,059
LEOFF 2	316	439	10,557	4,003	15,315
WSPRS 1	735	93	825	220	1,873
WSPRS 2	-	-	-	34	34
JRS	129	3	21	-	153
Judges	17	-	-	-	17
JRA	4	11	189	-	204
VFFRPF	2,993	4,511	4,874	7,169	19,547
Total	113,849	35,182	180,511	118,211	447,753

Following is a summary of the number of government employers participating in state administered retirement plans as of June 30, 2004.

Number of Participating Employers

Plan	State Agencies	School Districts	Counties/ Municipalities	Other Political Subdivisions
PERS 1	155	246	207	251
PERS 2	170	-	269	448
PERS 3	147	-	170	214
TRS 1	83	284	-	-
TRS 2	40	269	-	-
TRS 3	42	292	-	-
SERS 2	9	288	-	-
SERS 3	10	288	-	-
LEOFF 1	-	-	99	22
LEOFF 2	9	-	221	137
WSPRS 1	1	-	-	-
WSPRS 2	1	-	-	-
JRS	3	-	-	-
Judges	-	-	-	-
JRA	3	-	-	-
VFFRPF	-	-	-	650

Employers can participate in multiple systems and/or plans.

B. Plan Description

Public Employees' Retirement System (PERS)

PERS is a cost-sharing multiple-employer retirement system comprised of three separate plans for membership purposes: Plans 1 and 2 are defined benefit plans and Plan 3 is a combination defined benefit/defined contribution plan. PERS participants who joined the system by September 30, 1977, are Plan 1 members. Those who joined on or after October 1, 1977, and by either, February 28, 2002, for state and higher education employees, or August 31, 2002, for local government employees, are Plan 2 members unless they exercise an option to transfer their membership to Plan 3. PERS participants joining the system on or after March 1, 2002, for state and higher education employees, or September 1, 2002, for local government employees, have the irrevocable option of choosing membership in either PERS Plan 2 or PERS Plan 3. The option must be exercised within 90 days of employment. An employee is reported in Plan 2 until a choice is made. Employees who fail to choose within 90 days default to PERS Plan 3.

PERS is comprised of three separate plans for reporting purposes: Plan 1, Plan 2/3, and Plan 3. Plan 1 accounts for the defined benefits of Plan 1 members. Plan 2/3 accounts for the defined benefits of Plan 2 members and the defined benefit portion of benefits for Plan 3 members. Plan 3 accounts for the defined contribution portion of benefits for Plan 3 members. Although members can only be a member of either Plan 2 or Plan 3, the defined benefit portions of Plan 2 and Plan 3 are accounted for in the same pension trust fund. All assets of this Plan 2/3 defined benefit plan may legally be used to pay the defined benefits of any of the Plan 2 or Plan 3 members or beneficiaries, as defined by the terms of the plan. Therefore, Plan 2/3 is considered to be a single plan for reporting purposes.

PERS defined benefit retirement benefits are financed from a combination of investment earnings and employer and employee contributions. Employee contributions to the PERS Plan 1 and 2 defined benefit plans accrue interest at a rate specified by DRS. During Fiscal Year 2004, the DRS-established rate on employee contributions was 5.5 percent compounded quarterly. Employees in PERS Plan 1 and 2 can elect to withdraw total employee contributions and interest thereon upon separation from PERS-covered employment. PERS Plan 3 defined contribution benefits are financed from employee contributions and investment earnings. Employees in PERS Plan 3 can elect to withdraw total employee contributions adjusted by earnings and losses from the investment of those contributions upon separation from PERS-covered employment.

The Legislature established PERS in 1947. Membership in the system includes: elected officials; state employees; employees of the Supreme, Appeals, and Superior Courts (other than judges currently in a judicial retirement system); employees of legislative committees; community and technical colleges, college and university employees not in national higher education retirement programs such as Teachers' Insurance and Annuity Association/College Retirement Equity Fund (TIAA/CREF); judges of district and municipal courts; and employees of local governments. TIAA/CREF is not administered by DRS. Approximately 51 percent of PERS salaries are accounted for by state employment. PERS retirement benefit provisions are established in state statute and may be amended only by the state Legislature.

PERS Plan 1 retirement benefits are vested after an employee completes five years of eligible service. Plan 1 members are eligible for retirement after 30 years of service, or at the age of 60 with five years of service, or at the age of 55 with 25 years of service. The annual benefit is 2 percent of the average final compensation (AFC) per year of service (AFC is based on the greatest compensation during any 24 eligible consecutive compensation months), capped at 60 percent.

PERS Plan 2 retirement benefits are vested after an employee completes five years of eligible service. Plan 2 members may retire at the age of 65 with five years of service, or at the age of 55 with 20 years of service, with an allowance of 2 percent of the AFC per year of service. (AFC is based on the greatest compensation during any eligible consecutive 60-month period.) Plan 2 retirements prior to the age of 65 receive reduced benefits. If retirement is at age 55 or older with at least 30 years of service, a 3 percent per year reduction applies; otherwise an actuarial reduction will apply. There is no cap on years of service credit; and a cost-of-living allowance is granted (indexed to the Seattle Consumer Price Index), capped at 3 percent annually.

PERS Plan 3 has a dual benefit structure. Employer contributions finance a defined benefit component, and member contributions finance a defined contribution component. The defined benefit portion provides a benefit calculated at 1 percent of the AFC per year of service. (AFC is based on the greatest compensation during any eligible consecutive 60-month period.) Plan 3 members become eligible for retirement if they have: at least ten years of service; or five years including 12 months that were earned after age 54; or five service credit years earned in PERS Plan 2 prior to June 1, 2003. Plan 3 retirements prior to the age of 65 receive reduced benefits. If retirement is at age 55 or older with at least 30 years of service, a 3 percent per year reduction applies; otherwise an actuarial reduction will apply. There is no cap on years of service credit; and Plan 3

provides the same cost-of-living allowance as Plan 2. Refer to section I of this note for a description of the defined contribution component of PERS Plan 3.

PERS Plan 1 provides duty and non-duty disability benefits. Duty disability retirement benefits for disablement prior to the age of 60 consist of a temporary life annuity payable to the age of 60. The allowance amount is $350 a month, or two-thirds of the monthly AFC, whichever is less. The benefit is reduced by any worker's compensation benefit and is payable as long as the member remains disabled or until the member attains the age of 60. A member with five years of membership service is eligible for non-duty disability retirement. Prior to the age of 55, the allowance amount is 2 percent of the AFC for each year of service reduced by 2 percent for each year that the member's age is less than 55. The total benefit is limited to 60 percent of the AFC.

PERS Plan 2 and Plan 3 provide disability benefits. There is no minimum amount of service credit required for eligibility. The Plan 2 allowance amount is 2 percent of the AFC for each year of service. For Plan 3 the allowance amount is 1 percent of the AFC for each year of service. Benefits are actuarially reduced for each year that the member's age is less than 65, and to reflect the choice of a survivor option.

The laws of 2004 established a Plan 1 minimum monthly benefit of $1,000, before optional payment reductions, for those members with at least 25 years of service and who have been retired at least 20 years.

There were no other material changes in PERS benefit provisions for the fiscal year ended June 30, 2004.

PERS pension benefit provisions have been established by chapter 41.40 RCW.

Teachers' Retirement System (TRS)

TRS is a cost-sharing multiple-employer retirement system comprised of three separate plans for membership purposes: Plans 1 and 2 are defined benefit plans and Plan 3 is a combination defined benefit/defined contribution plan. TRS participants who joined the system by September 30, 1977, are Plan 1 members. Those who joined on or after October 1, 1977, and by June 30, 1996, are Plan 2 members unless they exercised an option to transfer their membership to Plan 3. TRS participants joining the system on or after July 1, 1996, and those who exercised their transfer option, are members of TRS Plan 3.

TRS is comprised of three separate plans for reporting purposes: Plan 1, Plan 2/3, and Plan 3. Plan 1 accounts for the defined benefits of Plan 1 members. Plan 2/3 accounts for the defined benefits of Plan 2 members and the defined benefit portion of benefits for Plan 3 members. Plan 3 accounts for the defined contribution portion of benefits for Plan 3 members. Although members can only be a member of either Plan 2 or Plan 3, the defined benefit portions of Plan 2 and Plan 3 are accounted for in the same pension trust fund. All assets of this Plan 2/3 defined benefit plan may legally be used to pay the defined benefits of any of the Plan 2 or Plan 3 members or beneficiaries, as defined by the terms of the plan. Therefore, Plan 2/3 is considered to be a single plan for reporting purposes.

TRS defined benefit retirement benefits are financed from a combination of investment earnings and employer and employee contributions. Employee contributions to the TRS Plan 1 and 2 defined benefit plans accrue interest at a rate specified by DRS. During Fiscal Year 2004, the DRS-established rate on employee contributions was 5.5 percent compounded quarterly. Employees in TRS Plan 1 and 2 can elect to withdraw total employee contributions and interest thereon upon separation from TRS-covered employment. TRS Plan 3 defined contribution benefits are financed from employee contributions and investment earnings. Employees in TRS Plan 3 can elect to withdraw total employee contributions adjusted by earnings and losses from the investment of those contributions upon separation from TRS-covered employment.

TRS was legislatively established in 1938. Eligibility for membership requires service as a certificated employee in grades K-12 in the public schools. TRS is comprised principally of non-state employees. TRS retirement benefit provisions are established in state statute and may be amended only by the state Legislature.

TRS Plan 1 retirement benefits are vested after an employee completes five years of eligible service. Plan 1 members are eligible for retirement after 30 years of service, or at the age of 60 with five years of service, or at the age of 55 with 25 years of service. The annual pension is 2 percent of the average final compensation (AFC) per year of service (AFC is based on the greatest compensation during the highest of any consecutive two compensation contract years), capped at 60 percent.

TRS Plan 2 retirement benefits are vested after an employee completes five years of eligible service. Plan 2 members may retire at the age of 65 with five years of service, or at the age of 55 with 20 years of service, with an allowance of 2 percent of the AFC per year of service. (AFC is based on the greatest compensation during any eligible consecutive 60-month period.) Plan 2 retirements prior to the age of 65 receive reduced benefits. If retirement is at age 55 or older with at least 30 years of service, a 3 percent per year reduction applies; otherwise an actuarial reduction will apply. There is no cap on years of service credit; and a cost-of-

living allowance is granted (indexed to the Seattle Consumer Price Index), capped at 3 percent annually.

TRS Plan 3 has a dual benefit structure. Employer contributions finance a defined benefit component, and member contributions finance a defined contribution component. The defined benefit portion provides a benefit calculated at 1 percent of the AFC per year of service. (AFC is based on the greatest compensation during any eligible consecutive 60-month period.) Plan 3 members become eligible for retirement if they have: at least ten years of service; or five years including 12 months that were earned after age 54; or five service credit years earned in TRS Plan 2 by July 1, 1996, and transferred to Plan 3. Plan 3 retirements prior to the age of 65 receive reduced benefits. If retirement is at age 55 or older with at least 30 years of service, a 3 percent per year reduction applies; otherwise an actuarial reduction will apply. There is no cap on years of service credit; and Plan 3 provides the same cost-of-living allowance as Plan 2. Refer to section I of this note for a description of the defined contribution component of TRS Plan 3.

TRS Plan 1 provides death and duty disability benefits. TRS Plan 1 members receive the following additional lump sum death benefits: retired members-$400 (if at least 10 years of membership service), active members-$600. Members on temporary disability receive a temporary life annuity of $180 per month payable up to two years. After five years of service, members on a disability retirement receive an allowance based on their salary and service to date of disability. Members enrolled in TRS prior to April 25, 1973, may elect a benefit based on the formula in effect at that time.

TRS Plan 2 and Plan 3 provide disability benefits. There is no minimum amount of service credit required for eligibility. The Plan 2 allowance amount is 2 percent of the AFC for each year of service. For Plan 3, the allowance amount is 1 percent of the AFC for each year of service. Benefits are actuarially reduced for each year that the member's age is less than 65, and to reflect the choice of a survivor option.

The laws of 2004 established a Plan 1 minimum monthly benefit of $1,000, before optional payment reductions, for those members with at least 25 years of service and who have been retired at least 20 years.

There were no other material changes in TRS benefit provisions for the fiscal year ended June 30, 2004.

TRS pension benefit provisions have been established by chapters 41.32 and 41.34 RCW.

School Employees' Retirement System (SERS)

SERS is a cost-sharing multiple-employer retirement system comprised of two separate plans for membership purposes: Plan 2 is a defined benefit plan and Plan 3 is a combination defined benefit/defined contribution plan. As of September 1, 2000, the membership of classified school employees in PERS Plan 2 was transferred to SERS Plan 2. Those who joined on or after October 1, 1977, and by August 31, 2000, are SERS Plan 2 members unless they exercised an option to transfer their membership to Plan 3. SERS participants joining the system on or after September 1, 2000, and those who exercised their transfer option, are members of SERS Plan 3.

SERS is comprised of two separate plans for reporting purposes: Plan 2/3 and Plan 3. Plan 2/3 accounts for the defined benefits of Plan 2 members and the defined benefit portion of benefits for Plan 3 members. Plan 3 accounts for the defined contribution portion of benefits for Plan 3 members. Although members can only be a member of either Plan 2 or Plan 3, the defined benefit portions of Plan 2 and Plan 3 are accounted for in the same pension trust fund. All assets of this Plan 2/3 defined benefit plan may legally be used to pay the defined benefits of any of the Plan 2 or Plan 3 members or beneficiaries, as defined by the terms of the plan. Therefore, Plan 2/3 is considered to be a single plan for reporting purposes.

SERS defined benefit retirement benefits are financed from a combination of investment earnings and employer and employee contributions. Employee contributions to the SERS Plan 2 defined benefit plan accrue interest at a rate specified by DRS. During Fiscal Year 2004, the DRS-established rate on employee contributions was 5.5 percent compounded quarterly. Employees in SERS Plan 2 can elect to withdraw total employee contributions and interest thereon upon separation from SERS-covered employment. SERS Plan 3 defined contribution benefits are financed from employee contributions and investment earnings. Employees in SERS Plan 3 can elect to withdraw total employee contributions adjusted by earnings and losses from the investment of those contributions upon separation from SERS-covered employment.

The Legislature established SERS in 2000. Membership in the system includes all classified employees of school districts or educational service districts. SERS is comprised principally of non-state employees. SERS retirement benefit provisions are established in state statute and may be amended only by the State Legislature.

SERS Plan 2 retirement benefits are vested after an employee completes five years of eligible service. Plan 2 members may retire at the age of 65 with five years of service, or at the age of 55 with 20 years of service, with an allowance of 2 percent of the average final compensation (AFC) per year of service. (AFC is based

on the greatest compensation during any eligible consecutive 60-month period.) Plan 2 retirements prior to the age of 65 receive reduced benefits. If retirement is at age 55 or older with at least 30 years of service, a 3 percent per year reduction applies; otherwise an actuarial reduction will apply. There is no cap on years of service credit; and a cost-of-living allowance is granted (indexed to the Seattle Consumer Price Index), capped at 3 percent annually.

SERS Plan 3 has a dual benefit structure. Employer contributions finance a defined benefit component, and member contributions finance a defined contribution component. The defined benefit portion provides a benefit calculated at 1 percent of the AFC per year of service. (AFC is based on the greatest compensation during any eligible consecutive 60-month period.) Plan 3 members become eligible for retirement if they have: at least ten years of service; or five years including 12 months that were earned after age 54; or five service credit years earned in PERS Plan 2 prior to September 1, 2000. Plan 3 retirements prior to the age of 65 receive reduced benefits. If retirement is at age 55 or older with at least 30 years of service, a 3 percent per year reduction applies; otherwise an actuarial reduction will apply. There is no cap on years of service credit; and Plan 3 provides the same cost-of-living allowance as Plan 2. Refer to section I of this note for a description of the defined contribution component of SERS Plan 3.

SERS Plan 2 and Plan 3 provide disability benefits. There is no minimum amount of service credit required for eligibility. The Plan 2 allowance amount is 2 percent of the AFC for each year of service. For Plan 3 the allowance amount is 1 percent of the AFC for each year of service. Benefits are actuarially reduced for each year that the member's age is less than 65, and to reflect the choice of a survivor option.

There were no material changes in SERS benefit provisions for the fiscal year ended June 30, 2004.

SERS pension benefit provisions have been established by chapter 41.35 RCW.

Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF)

LEOFF is a cost-sharing multiple-employer retirement system comprised of two separate defined benefit plans. LEOFF participants who joined the system by September 30, 1977 are Plan 1 members. Those who joined on or after October 1, 1977, are Plan 2 members.

LEOFF defined benefit retirement benefits are financed from a combination of investment earnings, employer and employee contributions, and a special funding situation in which the state pays through state legislative appropriations. Employee contributions to the LEOFF Plan 1 and 2 defined benefit plans accrue interest at a rate specified by DRS. During Fiscal Year 2004, the DRS-established rate on employee contributions was 5.5 percent compounded quarterly. Employees in LEOFF Plan 1 and 2 can elect to withdraw total employee contributions and interest earnings thereon upon separation from LEOFF-covered employment.

LEOFF was established in 1970 by the Legislature. Membership includes all full-time, fully compensated, local law enforcement officers and firefighters. LEOFF membership is comprised primarily of non-state employees, with Department of Fish and Wildlife enforcement officers who were first included prospectively effective July 27, 2003, being a major exception. LEOFF retirement benefit provisions are established in state statute and may be amended only by the state Legislature. Effective July 1, 2003, the LEOFF Plan 2 Retirement Board was established by Initiative 790 to provide governance of LEOFF Plan 2. The Board's duties include adopting contribution rates and recommending policy changes to the Legislature for the LEOFF Plan 2 retirement plan.

LEOFF Plan 1 retirement benefits are vested after an employee completes five years of eligible service. Plan 1 members are eligible for retirement with five years of service at the age of 50. The benefit per year of service calculated as a percent of final average salary (FAS) is as follows:

Term of Service	Percent of FAS
20+	2.0%
10-19	1.5%
5-9	1.0%

The FAS is the basic monthly salary received at the time of retirement, provided a member has held the same position or rank for 12 months preceding the date of retirement. Otherwise, it is the average of the highest consecutive 24 months' salary within the last 10 years of service. If membership was established in LEOFF after February 18, 1974, the service retirement benefit is capped at 60 percent of FAS. A cost-of-living allowance is granted (indexed to the Seattle Consumer Price Index).

LEOFF Plan 2 retirement benefits are vested after an employee completes five years of eligible service. Plan 2 members may retire at the age of 50 with 20 years of service, or at the age of 53 with five years of service, with an allowance of 2 percent of the FAS per year of service (FAS is based on the highest consecutive 60 months). Plan 2 retirements prior to the age of 53 are reduced 3 percent for each year that the benefit commences prior to age 53. There is no cap on years of service credit; and a cost-of-living allowance is granted (indexed to the Seattle Consumer Price Index), capped at 3 percent annually.

LEOFF Plan 1 provides death and disability benefits. Death benefits for Plan 1 members on active duty consist of the following: (1) If eligible spouse, 50 percent of the FAS, plus 5 percent of FAS for each surviving child, with a limitation on the combined allowances of 60 percent of the FAS; or (2) If no eligible spouse, 30 percent of FAS for the first child plus 10 percent for each additional child, subject to a 60 percent limitation of FAS. In addition, a duty death benefit of $150,000 is provided to Plan 1 and Plan 2 members.

The LEOFF Plan 1 disability allowance is 50 percent of the FAS plus 5 percent for each child up to a maximum of 60 percent. Upon recovery from disability before the age of 50, a member is restored to service with full credit for service while disabled. Upon recovery after the age of 50, the benefit continues as the greater of the member's disability allowance or service retirement allowance.

LEOFF Plan 2 provides non-duty disability benefits. There is no minimum amount of service credit required for eligibility. The Plan 2 allowance amount is 2 percent of the FAS for each year of service. Benefits are actuarially reduced for each year that the member's age is less than 53, and to reflect the choice of a survivor option.

Legislation passed in the 2004 session allows members of LEOFF Plan 2 who leave service because of a line of duty disability to withdraw 150 percent of accumulated member contributions. This withdrawal benefit is not subject to federal income tax. Alternatively, members of LEOFF Plan 2 who leave service because of a line of duty disability may be eligible to receive a retirement allowance of at least 10 percent of FAS. If the 2 percent per year of service disability benefit, actuarially reduced for the difference between age 53 and age at retirement, results in a greater benefit than the minimum 10 percent, the member receives the greater benefit. The first 10 percent of the line-duty disability benefit is not subject to federal income tax. The line-duty disability benefit applies to all LEOFF Plan 2 members disabled in the line of duty on or after January 1, 2001.

Legislation passed in the 2004 session provides LEOFF Plan 2 survivors with a survivor allowance not subject to an actuarial reduction if the member was killed in the course of employment after having accumulated 10 years of service.

There were no other material changes in LEOFF benefit provisions for the fiscal year ended June 30, 2004 .

LEOFF pension benefit provisions have been established by chapter 41.26 RCW.

Washington State Patrol Retirement System (WSPRS)

WSPRS is a single-employer defined benefit retirement system. WSPRS participants who joined the system by December 31, 2002, are Plan 1 members. Those who joined on or after January 1, 2003, are Plan 2 members. For financial reporting and investment purposes, however, both plans are accounted for in the same pension fund.

WSPRS retirement benefits are financed from a combination of investment earnings and employer and employee contributions. Employee contributions to WSPRS accrue interest at a rate specified by DRS. During Fiscal Year 2004, the DRS-established rate on employee contributions was 5.5 percent compounded annually and posted monthly. Employees in WSPRS can elect to withdraw total employee contributions and interest earnings thereon upon separation from WSPRS-covered employment.

WSPRS was established by the Legislature in 1947. Any commissioned employee of the Washington State Patrol is eligible to participate. WSPRS benefits are established in state statute and may be amended only by the state Legislature.

WSPRS retirement benefits are vested after an employee completes five years of eligible service. Members are eligible for retirement at the age of 55 with five years of service, or after 25 years of service. The annual pension is 2 percent of the average final salary (AFS), capped at 75 percent, per year of service. A cost-of-living allowance is granted (indexed to the Seattle Consumer Price Index), capped at 3 percent annually.

WSPRS benefit provisions include death benefits; however, the system provides no disability benefits. Disability benefits may be available from the Washington State Patrol. If disability benefits are received, the member may be eligible to acquire service credit for the period of disability. In addition, a duty death benefit of $150,000 is provided to all WSPRS members.

For WSPRS Plan 1 members, AFS is based on the average of the two highest-paid service credit years and excludes voluntary overtime. Death benefits for Plan 1 members on active duty consist of the following: (1) If eligible spouse, 50 percent of the AFS, plus 5 percent of the AFS for each surviving child, with a limitation on the combined allowances of 60 percent of the AFS; or (2) If no eligible spouse, 30 percent of AFS for the first child plus 10 percent for each additional child, subject to a 60 percent limitation of AFS.

For WSPRS Plan 2 members, AFS is based on the average of the five consecutive highest-paid service

credit years and excludes both voluntary overtime and cash-outs of annual and holiday leave. At retirement, Plan 2 members also have the option of selecting an actuarially reduced benefit in order to provide for post-retirement survivor benefits. Death benefits for active-duty Plan 2 members consist of the following: (1) If the member is single or has less than 10 years of service, the return of the member's accumulated contributions; or (2) If the member is married, has an eligible child, or has completed 10 years of service, a reduced benefit allowance reflecting a joint and 100 percent survivor option *or* 150 percent of the member's accumulated contributions, at the survivor's option.

Legislation passed in the 2004 session provides that beneficiaries of a WSPRS Plan 2 member with 10 years of service who is killed in the course of employment would receive retirement benefits without actuarial reduction for prior to normal retirement. The legislation applies to any member killed in the course of employment, as determined by the director of the Department of Labor and Industries, on or after June 10, 2004.

There were no other material changes in WSPRS benefit provisions for the fiscal year ended June 30, 2004.

WSPRS pension benefit provisions have been established by chapter 43.43 RCW.

Judicial Retirement System (JRS)

JRS is an agent multiple-employer retirement system comprised of a single defined benefit plan. JRS retirement benefits are financed on a pay-as-you-go basis from a combination of investment earnings, employer contributions, employee contributions, and a special funding situation in which the state pays the remaining contributions. JRS employees accrue no interest on contributions and may not elect to withdraw their contributions upon termination.

JRS was established by the Legislature in 1971. Membership includes judges elected or appointed to the Supreme Court, Court of Appeals, and Superior Courts on or after August 9, 1971. The system was closed to new entrants on July 1, 1988, with new judges joining PERS Plan 2. JRS retirement benefit provisions are established in state statute and may be amended only by the state Legislature.

JRS members are eligible for retirement at the age of 60 with 15 years of service, or at the age of 60 after 12 years of service (if the member left office involuntarily) with at least 15 years after beginning judicial service.

The benefit per year of service calculated as a percent of average final compensation (AFC) is as follows:

Term of Service	Percent of AFC
15+	3.5%
10-14	3.0%

Death and disability benefits are also provided. Eligibility for death benefits while on active duty requires ten or more years of service. A monthly spousal benefit is provided which is equal to 50 percent of the benefit a member would have received if retired. If the member is retired, the surviving spouse receives the greater of 50 percent of the member's retirement benefit or 25 percent of the AFC. For members with ten or more years of service, a disability benefit of 50 percent of AFC is provided.

There were no material changes in JRS benefit provisions for the fiscal year ended June 30, 2004.

JRS pension benefit provisions have been established by chapter 2.10 RCW.

Judges' Retirement Fund (Judges)

The Judges' Retirement Fund is an agent multiple-employer retirement system comprised of a single defined benefit plan. Retirement benefits are financed on a pay-as-you-go basis from a combination of employee contributions, employer contributions, and a special funding situation in which the state pays the remaining contributions. Employees do not earn interest on their contributions, nor can they elect to withdraw their contributions upon termination.

The Judges' Retirement Fund was created by the Legislature on March 22, 1937, pursuant to RCW 2.12, to provide retirement benefits to judges of the Supreme Court, Court of Appeals, or Superior Courts of the state of Washington. Subsequent legislation required that all judges first appointed or elected to office on or after August 9, 1971, enter the Judicial Retirement System. Judges' retirement benefit provisions are established in state statute and may be amended only by the State Legislature.

Judges' members are eligible for retirement at the age of 70 with ten years of service, or at any age with 18 years of service. Members are eligible to receive a partial retirement allowance after 12 years of credited service as a judge. With the exception of a partial retirement allowance, the member receives a benefit equal to one-half of the monthly salary being received as a judge at the time of retirement, or at the end of the term immediately prior to retirement if retirement occurs after the expiration of the member's term in office. A partial retirement allowance is based on the proportion of the member's 12 or more years of service in relation to 18 years of service.

There were no material changes in Judges' benefit provisions for the fiscal year ended June 30, 2004.

Judges' pension benefit provisions have been established by chapter 2.12 RCW.

The Volunteer Fire Fighters' and Reserve Officers' Relief and Pension Fund (VFFRPF)

VFFRPF is a cost-sharing multiple-employer retirement system that provides death and active duty disability benefits to all members, and optional defined benefit pension plan payments.

VFFRPF retirement benefits are financed from a combination of investment earnings, member contributions, municipality contributions, and a special funding situation where the state pays the remaining contributions. VFFRPF members accrue no interest on contributions and may elect to withdraw their contributions upon termination.

The Volunteer Fire Fighters' Relief Act was created by the Legislature in 1935 and the pension portion of the act was added in 1945. Membership in the system requires volunteer firefighter service with a fire department of an electing municipality of Washington State, emergency work as an emergency medical technician with an emergency medical service district, or work as a commissioned reserve law enforcement officer.

Retirement benefits are established in state statute and may be amended only by the state Legislature. Since retirement benefits cover volunteer service, benefits are paid based on years of service not salary. Members are vested after ten years of service.

After 25 years of active membership, members having reached the age of 65 and who have paid their annual retirement fee for 25 years are entitled to receive a monthly benefit of $50 plus $10 per year of service. The maximum monthly benefit is $300. Reduced pensions are available for members under the age of 65 or with less than 25 years of service.

Death and active duty disability benefits are provided at no cost to the member. Death benefits in the line of duty consist of a lump sum of $152,000. Funeral and burial expenses are also paid in a lump sum of $2,000 for members on active duty. Members receiving disability benefits at the time of death shall be paid $500. Members on active duty shall receive disability payments of $2,550 per month for up to six months; thereafter, payments are reduced. Disabled members receive $1,275 per month, their spouse $255, and dependent children $110. Benefit provisions for VFFRPF are established under the authority of chapter 41.24 RCW.

Effective July 1, 2001, the disability income benefits and the maximum survivor benefits under the Relief Plan are increased for increases in the CPI.

There were no material changes in VFFRPF benefit provisions for the fiscal year ended June 30, 2004.

C. Funding Policies

Contributions towards the amortization of the PERS 1 and TRS 1 unfunded actuarial accrued liability are suspended for the 2003-2005 biennium.

The estimated value of gain-sharing benefits is included in the liabilities for accounting disclosure purposes. However, the actual contribution rates at the close of the fiscal year ending 2004 were based on the 2001 actuarial valuations, which did not include the value of gain-sharing benefits.

Public Employees' Retirement System (PERS)

Each biennium, the state Pension Funding Council adopts Plan 1 employer contribution rates, Plan 2 employer and employee contribution rates, and Plan 3 employer contribution rates. Employee contribution rates for Plan 1 are established by statute at 6 percent for state agencies and local government unit employees, and at 7.5 percent for state government elected officials. The employer and employee contribution rates for Plan 2 and the employer contribution rate for Plan 3 are developed by the Office of the State Actuary to fully fund Plan 2 and the defined benefit portion of Plan 3. All employers are required to contribute at the level established by the Legislature. There are no employer contributions to PERS Plan 3 defined contribution. Employees who participate in the defined contribution portion of PERS Plan 3 contribute to the defined contribution plan instead of the defined benefit portion of PERS Plan 3. The employee chooses from six rate options provided in statute ranging from 5 to 15 percent, two of the options are graduated rates dependent on the employee's age. The Employee Retirement Benefits Board sets Plan 3 employee contribution rates.

The methods used to determine the contribution requirements are established under state statute in accordance with chapters 41.40 and 41.45 RCW.

Required contribution rates (expressed as a percentage of current year covered payroll) at the close of Fiscal Year 2004 were as follows:

PERS Actual Contribution Rates

	PLAN 1	PLAN 2	PLAN 3
Employer Rates:			
State agencies*	1.40%	1.40%	1.40%**
Local governmental units*	1.40%	1.40%	1.40%**
State gov't elected officials*	1.99%	1.40%	1.40%**
Employee Rates:			
State agencies	6.00%	1.18%	***
Local governmental units	6.00%	1.18%	***
State gov't elected officials	7.50%	1.18%	***

*The employer rates include an administrative expense rate of 0.22 percent.
**Plan 3 defined benefit portion only.
***Variable from 5% to 15% based on rate selected by the member.

Teachers' Retirement System (TRS)

Each biennium the state Pension Funding Council adopts Plan 1 employer contribution rates, Plan 2 employer and employee contribution rates, and Plan 3 employer contribution rates. Employee contribution rates for Plan 1 are established by statute at 6 percent for state agencies and local government unit employees, and at 7.5 percent for state elected officials. . The employer and employee contribution rates for Plan 2 and the employer contribution rate for Plan 3 are developed by the Office of the State Actuary to fully fund Plan 2 and the defined benefit portion of Plan 3. All employers are required to contribute at the level established by the Legislature. There are no employer contributions to TRS Plan 3 defined contribution. Employees who participate in the defined contribution portion of TRS Plan 3 contribute to the defined contribution plan instead of the defined benefit portion of TRS Plan 3. The employee chooses from six rate options provided in statute ranging from 5 to 15 percent, two of the options are graduated rates dependent on the employee's age. The Employee Retirement Benefits Board sets Plan 3 employee contribution rates.

The methods used to determine the contribution requirements are established under state statute in accordance with chapters 41.32 and 41.45 RCW.

Required contribution rates (expressed as a percentage of current-year covered payroll) at the close of Fiscal Year 2004 were as follows:

TRS Actual Contribution Rates

	PLAN 1	PLAN 2	PLAN 3
Employer Rates *	1.39%	1.39%	1.39%**
Employee Rates:			
State agencies	6.00%	0.87%	***
Local governmental units	6.00%	0.87%	***
State gov't elected officials	7.50%	0.87%	***

*The employer rates include an administrative expense rate of 0.22 percent.
** Plan 3 defined benefit portion only.
*** Variable from 5% to 15% based on rate selected by the member.

School Employees' Retirement System (SERS)

Each biennium the state Pension Funding Council adopts Plan 2 employer and employee contribution rates and Plan 3 employer contribution rates. The employer and employee contribution rates for Plan 2 and the employer contribution rate for Plan 3 are developed by the Office of the State Actuary to fully fund Plan 2 and the defined benefit portion of Plan 3. All employers are required to contribute at the level established by the Legislature. There are no employer contributions to SERS Plan 3 defined contribution. Employees who participate in the defined contribution portion of SERS Plan 3 contribute to the defined contribution plan instead of the defined benefit portion of SERS Plan 3. The employee chooses from six rate options provided in statute ranging from 5 to 15 percent, two of the options are graduated rates dependent on the employee's age. The Employee Retirement Benefits Board sets Plan 3 employee contribution rates.

The methods used to determine the contribution requirements are established under state statute in chapters 41.35 and 41.45 RCW.

Required contribution rates (expressed as a percentage of current year covered payroll) at the close of Fiscal Year 2004 were as follows:

SERS Actual Contribution Rates

	PLAN 2	PLAN 3
Employer Rates:		
State agencies*	1.07%	1.07% **
Local governmental units*	1.07%	1.07% **
Employee Rates:		
State Agencies	0.85%	***
Local Governmental Units	0.85%	***

*The employer rates include an administrative expense rate of 0.22 percent.
**Plan 3 defined benefit portion only.
***Variable from 5% to 15% based on rate selected by the member.

Law Enforcement Officers' and Fire Fighters' Retirement System (LEOFF)

Beginning July 1, 2000, Plan 1 employers and employees contribute zero percent as long as the plan remains fully funded. Employer and employee contribution rates are developed by the Office of the State Actuary to fully fund the plan. Plan 1 employers and employees are required to pay at the level adopted by the Department of Retirement Systems in accordance with chapter 41.45 RCW. All employers are required to contribute at the level required by state statute.

Required contribution rates (expressed as a percentage of current year covered payroll) at the close of Fiscal Year 2004 were as follows:

LEOFF Actual Contribution Rates

	PLAN 1	PLAN 2
Employer Rates:		
Ports and Universities*	NA	5.29%
Local governmental units* (cities, counties, fire districts, etc)	0.22%	3.26%
Employee Rates:		
Ports and Universities	NA	5.07%
Local governmental units (cities, counties, fire districts, etc)	NA	5.07%
State of Washington	NA	2.03%

*The employer rates include an administrative expense rate of 0.22 percent.

The Legislature, by means of a special funding arrangement, appropriated money from the state General Fund to supplement the current service liability and fund the prior service costs of Plan 1 in accordance with the requirements of the Pension Funding Council. However, this special funding situation is not mandated by the State Constitution and this funding requirement could be returned to the employers by a change of statute. For Fiscal Year 2004, the state contributed $20.2 million to LEOFF Plan 2.

Washington State Patrol Retirement System (WSPRS)

State statute (chapter 43.43 RCW) obligates employees to contribute at a fixed rate of 2 percent for Fiscal Year 2004. The Pension Funding Council in accordance with chapter 41.45 RCW adopts contribution rates for the employee and the state. The employee and the state are required to contribute at the level required by state statute.

Required contribution rates (expressed as a percentage of current year covered payroll) at the close of Fiscal Year 2004 were as follows:

WSPRS Actual Contribution Rates

	PLAN 1	PLAN 2
Employer rate	NA	NA
Employee rate	2.00%	2.00%

Judicial Retirement System (JRS)

Contributions made are based on rates set in chapter 2.10 RCW. By statute, employees are required to contribute 7.5 percent with an equal amount contributed by the state. In addition, the state guarantees the solvency of the JRS on a pay-as-you-go basis. Each biennium, the Legislature, through biennial appropriations from the state General Fund, contributes amounts sufficient to meet benefit payment requirements. For Fiscal Year 2004, the state contributed $6 million.

Judges' Retirement Fund (Judges)

Contributions made are based on rates set in chapter 2.12 RCW. By statute, employees are required to contribute 6.5 percent with an equal amount contributed by the state. In addition, the state guarantees the solvency of the Judges' Retirement Fund on a pay-as-you-go basis. Each biennium, the Legislature, through biennial appropriations from the state General Fund, contributes amounts sufficient to meet benefit payment requirements. For Fiscal Year 2004, the state contributed $0.5 million.

The Volunteer Fire Fighters' and Reserve Officers' Relief and Pension Fund (VFFRPF)

The retirement provisions of VFFRPF is funded through member contributions of $30 per year, employer contributions of $30 per year, and 40 percent of the Fire Insurance Premium Tax, as per chapter 41.24 RCW. VFFRPF members earn no interest on contributions and may elect to withdraw their contributions upon termination. The death and disability provisions of VFFRPF are funded by an employer contribution rate of $10 per member.

Administrative expenses are funded through fire insurance premium taxes and are maintained in a separate fund. Amounts not needed for administrative expenses are transferred to VFFRPF.

D. Employer Contributions Required and Paid

The following table presents the state of Washington's required contributions in millions of dollars to cost-sharing plans in accordance with the funding policy. All contributions required by the funding method were paid.

	2004	2003	2002
PERS Plan 1	$11.5	$28.8	$35.3
PERS Plan 2/3	34.3	18.5	26.2
TRS Plan 1	0.3	0.6	1.7
TRS Plan 2/3	0.2	0.1	0.4
SERS Plan 2/3	0.0	0.0	0.0
LEOFF Plan 1	0.0	0.0	0.0
LEOFF Plan 2	20.5	16.6	15.8
VFFRPF	4.4	3.3	3.3

There are no long-term contracts for contributions for any of the retirement plans administered by the state.

E. Annual Pension Cost and Net Pension Obligation

The state's annual pension cost and net pension obligation (NPO), in millions, to the plans listed for the current year were as follows:

	WSPRS	JRS	Judges
Annual Required Contribution	$2.6	$18.5	$0.2
Interest on NPO	(2.3)	4.0	(0.2)
Adjustment to annual required contribution	3.5	(10.7)	0.6
Annual Pension Cost	3.8	11.8	0.6
Less Contributions Made	0.0	6.2	0.5
Increase (decrease) in NPO	3.8	5.6	0.1
NPO at beginning of year	(28.4)	49.9	(2.7)
NPO at end of year	(24.6)	55.5	(2.6)

The valuation date for the plans is September 30, 2003. The actuarial cost method for WSPRS is aggregate and for JRS and Judges is entry age normal. The unfunded or surplus amount is being amortized as a level dollar amount to December 31, 2008, for Judges and JRS. All other methods and assumptions are the same as used in funding and disclosed in "Notes to the Required Supplementary Information – Defined Benefit Pension Plans."

F. Three Year Trend Information

The following table presents three-year trend information in millions for the plans listed:

	2004	2003	2002
WSPRS			
Annual Pension Cost	$3.8	$1.2	$1.3
% of APC contributed	0.0	0.0	0.0
NPO	$(24.6)	$(28.4)	$(29.6)
JRS			
Annual Pension Cost	$11.8	$11.4	$10.7
% of APC contributed	52.5	54.6	57.9
NPO	$55.5	$49.9	$44.7
Judges			
Annual Pension Cost	$0.6	$0.4	$0.5
% of APC contributed	83.3	75.0	60.0
NPO	$(2.6)	$(2.7)	$(2.8)

There are no long-term contracts for contributions for any of the retirement plans administered by the state.

G. Changes in Actuarial Assumptions and Methods

A 30 percent market corridor was added to the asset valuation method for PERS, TRS, SERS, LEOFF and WSPRS. The corridor did not affect the results of the 9/30/03 actuarial valuations as the actuarial values of assets were within the 70 percent to 130 percent market value of assets corridor.

The methods used for the actuarial valuations were changed to include the value of gain-sharing benefits for PERS, TRS, and SERS. The revised methods were used for GASB purposes beginning with the 9/30/02 valuations, and for funding purposes beginning with the 9/30/03 valuations.

H. Changes in Benefit Provisions

As noted in Note 11B, the 2004 legislative session provided for the following changes in benefit provisions: A $1,000 minimum monthly benefit is established in PERS Plan 1 and TRS Plan 1, before optional payment reductions, for those members with at least 25 years of service and who have been retired at least 20 years.

Members of LEOFF Plan 2 who leave service because of a line of duty disability may be eligible to receive a retirement allowance of at least 10 percent of final average salary.

Survivors of a LEOFF Plan 2 member with 10 years of service who is killed in the course of employment will receive retirement benefits without actuarial reduction.

Beneficiaries of a WSPRS Plan 2 member with 10 years of service who is killed in the course of employment will receive retirement benefits without actuarial reduction.

Chapter 242, Laws of 2004 creates the Public Safety Employees Retirement System (PSERS) effective July 1, 2006. The current actuarial valuations have not been adjusted for this law.

I. Defined Contribution Plans

Public Employees' Retirement System Plan 3 (PERS 3)

The Public Employees' Retirement System (PERS) Plan 3 is a combination defined benefit/defined contribution plan administered by the state through the Department of Retirement Systems (DRS). Eligible employees include: elected officials; state employees; employees of the Supreme, Appeals, and Superior Courts (other than judges currently in a judicial retirement system); employees of legislative committees; community and technical colleges, college and university employees not in national higher education retirement programs such as Teachers' Insurance and Annuity Association/College Retirement Equity Fund (TIAA/CREF); judges of district and municipal courts; and employees of local governments. PERS participants who joined on or after October 1, 1977, and by either, February 28, 2002, for state and higher education employees, or August 31, 2002, for local government employees, are Plan 2 members unless they exercise an option to transfer their membership to Plan 3. PERS participants who joined the system on or after March 1, 2002, for state and higher education employees, or September 1, 2002, for local government employees have the irrevocable option of choosing membership in either PERS Plan 2 or PERS Plan 3. The option must be exercised within 90 days of employment. An employee is reported in Plan 2 until a choice is made. Employees who fail to choose within 90 days default to PERS Plan 3. Refer to section B of this note for PERS plan descriptions.

PERS Plan 3 has a dual benefit structure. Employer contributions finance a defined benefit component, and member contributions finance a defined contribution component. As established by RCW 41.40, employee contribution rates to the defined contribution component range from 5 to 15 percent of salaries based on member choice. There are currently no requirements for employer contributions to the defined contribution component of PERS Plan 3.

PERS Plan 3 defined contribution retirement benefits are solely dependent upon the results of investment activities. Members may elect to self-direct the investment of their contributions as authorized by the Employee Retirement Benefits Board. Any expenses caused in conjunction with self-directed investments are to be paid by members. Absent a member's self-direction, PERS Plan 3 investments are made in the same portfolio as that of the PERS 2/3 defined benefit plan.

For Fiscal Year 2004, employee contributions required and made were $53.2 million, and plan refunds paid out were $26.6 million.

Teachers' Retirement System Plan 3 (TRS 3)

The Teachers' Retirement System (TRS) Plan 3 is a combination defined benefit/defined contribution plan administered by the state through the Department of Retirement Systems (DRS). Eligible employees include certificated employees in grades K-12 in the public schools. TRS participants who joined on or after October 1, 1977, and by June 30, 1996, are Plan 2 members unless they exercised an option to transfer their membership to Plan 3. TRS participants joining the system on or after July 1, 1996, and those who exercised their transfer option, are members of TRS Plan 3. Refer to Section B of this note for TRS plan descriptions.

TRS Plan 3 has a dual benefit structure. Employer contributions finance a defined benefit component, and member contributions finance a defined contribution component. As established by RCW 41.34, employee contribution rates to the defined contribution component range from 5 to 15 percent of salaries based on member choice. There are currently no requirements for employer contributions to the defined contribution component of TRS Plan 3.

TRS Plan 3 defined contribution retirement benefits are solely dependent upon the results of investment activities. Members may elect to self-direct the investment of their contributions as authorized by the Employee Retirement Benefits Board. Any expenses caused in conjunction with self-directed investments are to be paid by members. Absent a member's self-direction, TRS Plan 3 investments are made in the same portfolio as that of the TRS 2/3 defined benefit plan.

For Fiscal Year 2004, employee contributions required and made were $173.1 million and plan refunds paid out were $25.9 million.

School Employees' Retirement System Plan 3 (SERS 3)

The School Employees' Retirement System (SERS) Plan 3 is a combination defined benefit/defined contribution plan administered by the state through the Department of Retirement Systems (DRS). Eligible employees include classified employees of school districts and educational service districts who joined PERS Plan 2 on or after October 1, 1977, and by August 31, 2000, and were transferred to SERS Plan 2 on September 1, 2000. Members transferred from PERS Plan 2 to SERS Plan 2 may exercise an option to transfer their membership to SERS Plan 3. SERS participants joining the system on or after September 1, 2000, are also members of SERS Plan 3. Refer to Section B of this note for SERS plan descriptions.

SERS Plan 3 has a dual benefit structure. Employer contributions finance a defined benefit component, and member contributions finance a defined contribution component. As established by RCW 41.35, employee contribution rates to the defined contribution component range from 5 to 15 percent of salaries based on member choice. There are currently no requirements for employer contributions to the defined contribution component of SERS Plan 3.

SERS Plan 3 defined contribution retirement benefits are solely dependent upon the results of investment activities. Members may elect to self-direct the investment of their contributions as authorized by the Employee Retirement Benefits Board. Any expenses caused in conjunction with self-directed investments are to be paid by members. Absent a member's self-direction, SERS Plan 3 investments are made in the same portfolio as that of the SERS 2/3 defined benefit plan.

For Fiscal Year 2004, employee contributions required and made were $43.8 million and plan refunds paid out were $12.4 million.

Judicial Retirement Account (JRA)

The Judicial Retirement Account Plan was established by the Legislature in 1988 to provide supplemental retirement benefits. It is a defined contribution plan administered by the state Office of the Administrator for the Courts, under the direction of the Board for Judicial Administration. Membership includes judges elected or appointed to the Supreme Court, Court of Appeals, and Superior Courts, and who are members of the PERS for their services as a judge. Vesting is full and immediate. There are three participating employers in JRA.

Member contributions equal 2.5 percent of covered salary and the state, as employer, matches this amount. Contributions are collected by the Office of the Administrator for the Courts. The employer and employee obligations to contribute are established per chapter 2.14 RCW. Plan provisions and contribution requirements are established in state statute and may be amended only by the State Legislature.

Current-year covered payroll for JRA employees was $22.8 million for the fiscal year ended June 30, 2004. For Fiscal Year 2004, the contribution requirement for JRA was $1.1 million. Actual employer and employee contributions were $570 thousand each, for a total of $1.1 million. Plan benefits paid out for Fiscal Year 2004 totaled $282 thousand.

A JRA member who separates from judicial service for any reason is entitled to receive a lump-sum distribution of the accumulated contributions. If a member dies, the amount of accumulated contributions standing to the member's credit at the time of the member's death shall be paid to such a person or persons having an insurable interest in the member's life, per written designation of the member.

Teachers' Insurance and Annuity Association/College Retirement Equity Fund (TIAA/CREF)

TIAA/CREF, privately administered defined contribution plans, provide individual retirement fund contracts for each eligible employee. There are 37 state participating employers in the TIAA/CREF plan. Eligible employees include higher education faculty and other positions as designated by each institution; participation was established under chapter 28B.10 RCW. The employee must commence participation within the first two years of employment. Once eligible to participate in this system, members are vested immediately.

Employee contribution rates, which are based on age, range from 5 to 10 percent of salary. These rates are matched by the institution and sent to TIAA/CREF. The employer and employee obligations to contribute are established per chapter 28B.10 RCW. For Fiscal Year 2004, covered payroll for TIAA/CREF employees was $1.3 billion and the contribution requirement for TIAA/CREF was $215 million. Actual employer and employee contributions were $107 million each, for a total of $215 million. These contribution amounts represent approximately 8 percent each of covered payroll for employers and employees.

TIAA/CREF benefits are payable upon termination at the member's option unless the participant is reemployed in another institution which participates in TIAA/CREF. Upon retirement, participant accumulations are used to purchase an annuity. The benefits are determined as follows: TIAA - accumulations are converted to a fixed guaranteed annuity payable for life. In addition to the guaranteed annuity, a dividend payment is declared each year depending on investment performance; CREF - at retirement the value of the fund is converted to a variable annuity. This means the annuity is not guaranteed but rises and falls with the value of equity investments.

J. Plan Net Assets and Changes in Plan Net Assets

Pension plan investments are presented at fair value. Fair values are based on published market prices, quotations from national security exchanges and security pricing services, or by the respective fund managers for securities that are not actively traded. Privately held mortgages are valued at cost, which approximates fair value. Certain pension trust fund investments, including real estate and private equity, are valued based on appraisals or independent advisors. The pension funds have no investments of any commercial or industrial organization whose market value exceeds five percent of

each plan's net assets. Additional disclosure describing investments is provided in Note 3.

The Combining Statement of Plan Net Assets that follows presents the principal components of receivables, investments, and liabilities.

The Combining Statement of Changes in Plan Net Assets presents the additions and deductions to plan net assets.

Combining Statement of Plan Net Assets

Pension and Other Employee Benefit Funds

June 30, 2004

(expressed in thousands)

	PERS Plan 1	PERS Plan 2/3 Defined Benefit	PERS Plan 3 Defined Contribution	TRS Plan 1	TRS Plan 2/3 Defined Benefit	TRS Plan 3 Defined Contribution	SERS Plan 2/3 Defined Benefit
Assets:							
Cash and pooled investments	$ 6,407	$ 798	$ 56	$ 5,299	$ 958	$ 2,931	$ 700
Receivables:							
Interest and dividends	27,027	31,166	1,245	22,870	10,948	3,463	4,421
Due from other funds	66	208	4,050	57	3,395	12,243	852
Due from other governments	4,625	7,681	2,824	3,827	3,068	15,177	1,289
Other (net of allowance)	14,610	16,261	647	12,205	5,721	1,799	2,298
Total Receivables	46,328	55,316	8,766	38,959	23,132	32,682	8,860
Investments, Noncurrent:							
Asset backed securities	33,403	38,572	1,541	28,261	13,545	4,285	5,469
Collaterialized mort obligligations	295,810	341,594	13,642	250,277	119,951	37,947	48,432
Commercial paper	41,035	47,387	1,892	34,719	16,640	5,264	6,719
Corporate bonds	907,382	1,047,824	41,847	767,712	367,943	116,400	148,563
Corporate stock	778,035	898,457	35,882	658,275	315,493	99,806	127,385
Govt securities domestic	122,052	140,942	5,629	103,265	49,492	15,657	19,983
Govt securities foreign	17,097	19,744	789	14,466	6,933	2,193	2,799
Government bonds	4,297	4,962	198	3,637	1,742	551	704
Repurchase agreements	117,963	134,485	5,357	99,677	47,801	14,902	19,294
Certificates of deposit	172,699	199,429	7,965	146,116	70,029	22,154	28,275
Mutual funds	3,753,885	4,334,897	568,061	3,176,065	1,522,196	1,543,822	614,610
Mortgages	298,783	345,029	13,779	252,793	121,156	38,328	48,919
Real estate	870,931	1,005,730	40,166	736,872	353,162	111,723	142,594
Private equity	1,290,356	1,490,073	59,509	1,091,737	523,238	165,527	211,265
Investments on loan	682,286	787,888	31,466	577,265	276,666	87,524	111,708
Short term investments	506,786	588,394	23,777	438,674	213,190	67,459	85,706
Other noncurrent investments	-	-	-	-	-	-	-
Total Investments, Noncurrent	9,892,800	11,425,407	851,500	8,379,811	4,019,177	2,333,542	1,622,425
Total Assets	$ 9,945,535	$ 11,481,521	$ 860,322	$ 8,424,069	$ 4,043,267	$ 2,369,155	$ 1,631,985
Liabilities:							
Obligations under security lending agreements	$ 705,422	$ 812,848	$ 32,469	$ 596,710	$ 286,014	$ 90,261	$ 115,498
Accrued liabilities	24,076	16,120	590	19,882	5,763	1,640	2,248
Due to other funds	164	4,896	139	163	12,731	3,372	4,181
Total Liabilities	729,662	833,864	33,198	616,755	304,508	95,273	121,927
Net Assets							
Net Assets Held in Trust for:							
Pension Benefits (Schedule of funding progress by plan begins on page 116)	9,215,873	10,647,657	827,124	7,807,314	3,738,759	2,273,882	1,510,058
Deferred Compensation Participants	-	-	-	-	-	-	-
Total Net Assets	$ 9,215,873	$ 10,647,657	$ 827,124	$ 7,807,314	$ 3,738,759	$ 2,273,882	$ 1,510,058

SERS Plan 3 Defined Contribution	LEOFF Plan 1	LEOFF Plan 2	WSPRS Plan 1/2	JRS	JRA	Judges	VFFRPF	Deferred Compensation	**Total**
$ 776	$ 2,093	$ 1,080	$ 753	$ 523	$ 7	$ 4,358	$ 16,704	$ 651	$ 44,094
1,277	13,803	8,534	1,944	4	-	-	306	-	127,008
3,954	32	14	-	-	-	4	13	-	24,888
3,864	-	5,603	55	15	-	-	-	-	48,028
664	7,231	4,476	1,010	-	-	-	159	1,106	68,187
9,759	21,066	18,627	3,009	19	-	4	478	1,106	268,111
1,581	17,066	10,559	2,404	-	-	-	378	-	157,064
14,003	151,137	93,511	21,290	-	-	-	3,348	-	1,390,942
1,943	20,966	12,972	2,953	-	-	-	465	-	192,955
42,954	463,605	286,840	65,308	-	-	-	10,272	-	4,266,650
36,831	397,519	245,951	55,999	-	-	-	8,810	-	3,658,443
5,778	62,359	38,583	8,784	-	-	-	1,381	-	573,905
809	8,735	5,405	1,231	-	-	-	194	-	80,395
203	2,195	1,358	309	-	-	-	50	-	20,206
5,499	60,065	36,919	8,505	97	1	760	4,233	114	555,672
8,175	88,236	54,593	12,430	-	-	-	1,955	-	812,056
367,327	1,917,957	1,186,668	270,181	-	8,521	-	42,501	1,170,196	20,476,887
14,144	152,656	94,451	21,505	-	-	-	3,382	-	1,404,925
41,229	444,981	275,316	62,684	-	-	-	9,860	-	4,095,248
61,083	659,276	407,904	92,872	-	-	-	14,609	-	6,067,449
32,298	348,599	215,681	49,107	-	-	-	7,726	-	3,208,214
24,393	258,760	167,185	36,680	4,337	-	-	5,722	-	2,421,063
-	-	-	-	-	4,426	-	-	571,822	576,248
658,250	5,054,112	3,133,896	712,242	4,434	12,948	760	114,886	1,742,132	49,958,322
$ 668,785	$ 5,077,271	$ 3,153,603	$ 716,004	$ 4,976	$ 12,955	$ 5,122	$ 132,068	$ 1,743,889	$ 50,270,527
$ 33,287	$ 360,212	$ 222,625	$ 50,787	$ 97	$ 1	$ 760	$ 10,885	$ 114	$ 3,317,990
605	8,163	4,092	1,337	141	-	12	161	15	84,845
851	25	154	1	-	-	-	-	-	26,677
34,743	368,400	226,871	52,125	238	1	772	11,046	129	3,429,512
634,042	4,708,871	2,926,732	663,879	4,738	12,954	4,350	121,022	-	45,097,255
-	-	-	-	-	-	-	-	1,743,760	1,743,760
$ 634,042	$ 4,708,871	$ 2,926,732	$ 663,879	$ 4,738	$ 12,954	$ 4,350	$ 121,022	$ 1,743,760	$ 46,841,015

Combining Statement of Changes in Plan Net Assets

Pension and Other Employee Benefit Funds

For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

	PERS Plan 1	PERS Plan 2/3 Defined Benefit	PERS Plan 3 Defined Contribution	TRS Plan 1	TRS Plan 2/3 Defined Benefit	TRS Plan 3 Defined Contribution	SERS Plan 2/3 Defined Benefit
Additions:							
Contributions:							
Employers	$ 22,789	$ 69,377	$ -	$ 11,385	$ 29,921	$ -	$ 9,076
Members	61,835	63,870	53,208	45,379	3,719	173,052	3,792
State	-	-	-	-	-	-	-
Participants	-	-	-	-	-	-	-
Total Contributions	84,624	133,247	53,208	56,764	33,640	173,052	12,868
Investment Income:							
Net appreciation (depreciation) in fair value	1,113,199	1,225,571	86,157	938,287	424,261	281,619	171,621
Interest and dividends	217,555	241,433	10,842	183,629	84,579	27,550	34,164
Less: Investment expenses	(11,599)	(13,095)	(814)	(9,796)	(5,288)	(2,157)	(2,116)
Net Investment Income	1,319,155	1,453,909	96,185	1,112,120	503,552	307,012	203,669
Transfers from other pension plans	310	251	21,143	147	439	892	1,631
Other additions	-	-	-	-	1	-	-
Total Additions	1,404,089	1,587,407	170,536	1,169,031	537,632	480,956	218,168
Deductions:							
Pension benefits	828,765	86,174	-	692,243	13,417	-	6,692
Pension refunds	5,628	27,083	26,580	1,792	2,858	25,932	2,025
Transfers to other pension plans	4	22,917	252	-	1,003	380	545
Administrative expenses	414	191	-	111	43	-	41
Distributions to participants	-	-	-	-	-	-	-
Total Deductions	834,811	136,365	26,832	694,146	17,321	26,312	9,303
Net Increase	569,278	1,451,042	143,704	474,885	520,311	454,644	208,865
Net Assets - Beginning	8,646,595	9,196,615	683,420	7,332,429	3,218,448	1,819,238	1,301,193
Net Assets - Ending	$ 9,215,873	$ 10,647,657	$ 827,124	$ 7,807,314	$ 3,738,759	$ 2,273,882	$ 1,510,058

SERS Plan 3 Defined Contribution	LEOFF Plan 1	LEOFF Plan 2	WSPRS Plan 1/2	JRS	JRA	Judges	VFFRPF	Deferred Compensation	**Total**
$ -	$ 1	$ 30,773	$ 1	$ 196	$ 570	$ -	$ 771	$ -	$ 174,860
43,833	85	51,323	1,378	196	570	-	145	-	502,385
-	-	20,192	-	5,995	-	500	4,351	-	31,038
-	-	-	-	-	-	-	-	147,660	147,660
43,833	86	102,288	1,379	6,387	1,140	500	5,267	147,660	855,943
68,586	561,324	330,557	78,212	(5)	1,131	(46)	12,375	160,210	5,453,059
10,398	109,905	65,292	15,340	64	323	73	2,655	45,941	1,049,743
(526)	(5,850)	(3,936)	(816)	(5)	(17)	(8)	(152)	(2,114)	(58,289)
78,458	665,379	391,913	92,736	54	1,437	19	14,878	204,037	6,444,513
484	-	-	121	-	-	-	-	-	25,418
-	-	-	-	-	18	-	4	2,613	2,636
122,775	665,465	494,201	94,236	6,441	2,595	519	20,149	354,310	7,328,510
-	272,118	6,043	25,724	8,403	282	684	8,503	-	1,949,048
12,364	133	5,720	303	-	-	-	16	-	110,434
290	27	-	-	-	-	-	-	-	25,418
-	151	62	23	-	-	-	51	-	1,087
-	-	-	-	-	-	-	-	73,485	73,485
12,654	272,429	11,825	26,050	8,403	282	684	8,570	73,485	2,159,472
110,121	393,036	482,376	68,186	(1,962)	2,313	(165)	11,579	280,825	5,169,038
523,921	4,315,835	2,444,356	595,693	6,700	10,641	4,515	109,443	1,462,935	41,671,977
$ 634,042	$ 4,708,871	$ 2,926,732	$ 663,879	$ 4,738	$ 12,954	$ 4,350	$ 121,022	$ 1,743,760	$ 46,841,015

Note 12 - Commitments and Contingencies

A. Construction and Other Commitments

Outstanding commitments related to state facility construction, improvement, and/or renovation totaled $2.3 billion at June 30, 2004.

B. Summary of Significant Litigation

The state and its agencies are parties to numerous routine legal proceedings that normally occur in governmental operations. At any given point, there may be numerous lawsuits involving state agencies that could impact expenditures. There is a recurring volume of tort and other claims for compensation and damages against the state and some specific state agencies, including the Departments of Transportation, Corrections, Social and Health Services, and the University of Washington. A significant portion of pending litigation relates to the implementation of specific state programs, and funds are reserved each biennium for handling this litigation. The collective impact of these claims, however, is not likely to have a material impact on state revenues or expenditures.

Social Service Program Administration Litigation

During the reporting period, there have been additional challenges or developments in pending cases involving the administration of state social service programs. These include:

Pierce County, et al. v. DSHS, et al. This case is a challenge to the state's mental health system, which contemplates a joint state-local responsibility for providing a continuum of services. The county asserts that the state agency and the Legislature have failed in their duty to provide care for the mentally ill and developmentally disabled. If relief is granted to the plaintiff, it is difficult to estimate the cost to the agency to comply with the court order but program costs of $5 million annually are possible, with additional damages of $1 to $5 million or higher.

Arc of Washington v. Quasim; Boyle v. Braddock. Both of these cases involve challenges to DSHS's administration of programs for developmentally disabled clients. A proposed settlement in the *Arc* case was rejected by the federal court and the case was dismissed. An appeal was taken by plaintiffs to the Ninth Circuit Court of Appeals. The *Boyle* case is a related class action, also dismissed by the federal district court and with an appeal also pending. Biennial costs of providing the expanded program services sought by the so far unsuccessful plaintiffs range from approximately $165 to $222 million.

Braam v. State. This case involves several years of litigation over the state's foster care system. A post-appeal mediation has resulted in a plan to implement changes in the system. DSHS estimates a cost of approximately $50 million to comply with the settlement.

Townsend v. Braddock. This is a class action on behalf of elderly and disabled adults under the Americans with Disabilities Act (ADA). At issue is whether there will be an expansion of eligibility for a home and community based care program (COPES-like program). Potential costs to the state are unknown but could be in the $5 million per year range. The case is currently stayed.

Higher Education Litigation

School Districts' Alliance for Adequate Funding of Special Education v. State. Plaintiffs, a group of school districts, challenge the Legislature's funding formula for special education. The case has a potential fiscal impact of $200 million a biennium. There is also a threatened challenge to the state's funding of all basic education, which would be an even more significant financial exposure for the state. That lawsuit is expected within the next six to twelve months, if not sooner.

Brown and WEA v. State. Plaintiffs challenge the Legislature's funding of two learning improvement days instead of three, alleging a violation of Initiative 732. The potential fiscal impact is in the range of $15 to $60 million.

Personnel Administration

WPEA v. State. In this class action, employees in "common classes" in general government agencies and higher education institutions seek back pay representing salary differentials between higher and lower paid in each set of common classes. The potential fiscal impact is $10 million per year, beginning in 1996.

Tax and Medical Assistance Litigation

There is a recurring volume of lawsuits seeking refunds of taxes paid to the state. All are not reported here. However, *Estate of Hemphill v. Department of Revenue* is a significant estate tax case pending in the State Supreme Court. Should the Department of Revenue not prevail, the refund amounts at issue are approximately $36 million for 2002, $65 million for 2003, $96 million for 2004, and $113 million in 2005.

There also have in the past been a number of cases involving Medicaid reimbursement claims of significant magnitude or claims related to DSHS medical reimbursement programs. Two cases are currently of significance:

Capital Medical Center v. State. This case involves reimbursement to hospitals for emergency care provided to indigent patients. The potential fiscal impact is $20 million.

Group Health v. DSHS. This is a breach of contract claim involving disenrollment of SSI receipts. The potential fiscal impact is estimated at above $14 million.

Natural Resources/State Land Management

U.S. v. Washington - Phase II treaty rights litigation. WSDOT has estimated $200 million in remedial costs associated with existing fish passage barriers which they intend to address over the next 20 years. The Tribes are seeking some "significantly" accelerated remedial schedule and possible a broader definition of "fish passage barrier." Either result would likely have a significant financial impact on WSDOT. This case has been in settlement discussions for the past two years. In a recent development, the case is now heading to trial (trial date to be established). An earlier trial date and accelerated remedial schedule could increase the short-term liability to the state.

C. Federal Assistance

The state has received federal financial assistance for specific purposes that are generally subject to review or audit by the grantor agencies. Entitlement to this assistance is generally conditional upon compliance with the terms and conditions of grant agreements and applicable federal regulations, including the expenditure of assistance for allowable purposes. Any disallowance resulting from a review or audit may become a liability of the state. The state does estimate and recognize a claims and judgments liability for disallowances when determined by the grantor agency or for probable disallowances based on experience pertaining to these grants; however, these recognized liabilities and any unrecognized disallowances are considered immaterial to the state's overall financial condition.

D. Arbitrage Rebate

Rebatable arbitrage is defined by the Internal Revenue Service Code Section 148 as earnings on investments purchased from the gross proceeds of a bond issue that are in excess of the amount that would have been earned if the investments were invested at a yield equal to the yield on the bond issue. The rebatable arbitrage must be paid to the federal government. State agencies and universities responsible for investments from bond proceeds carefully monitor their investments to restrict earnings to a yield less than the bond issue, and therefore limit any state arbitrage liability. The state estimates that rebatable arbitrage liability, if any, will be immaterial to its overall financial condition.

E. Other Commitments and Contingencies

School Bond Guarantee Program

Washington voters passed a constitutional amendment in November 1999, creating the Washington State School Bond Guarantee Program. The program's purpose is to provide savings to state taxpayers by pledging the full faith and credit of the state of Washington to the full and timely payment of voter-approved school district general obligation bonds in the event a school district is unable to make a payment. The issuing school district remains responsible for the repayment of the bonds, including any payment the state makes under the guarantee.

The State Treasurer introduced the School Bond Guarantee Program in March 2000. At the end of Fiscal Year 2004, the state had guaranteed 157 school districts' voter-approved general obligation debt with a total outstanding principal of $3.8 billion. The state estimates that school bond guarantee liability, if any, will be immaterial to its overall financial condition.

Local Option Capital Asset Lending Program (LOCAL)

On September 1, 1998, the state lease-purchase program was extended to local governments seeking low cost financing of essential equipment. The program allows local governments to pool their financing requests together with Washington State agencies in Certificates of Participation (COPs). Refer to Note 7.B for the state's COP disclosure. These COP's do not constitute a debt or pledge of the faith and credit of the state, rather local governments pledge their full faith and credit in a general obligation pledge. In the event that any local government fails to make any payment, the state is obligated to withhold an amount sufficient to make such payment from the local government's share, if any, of state revenues or other amounts authorized or required by law to be distributed by the state to such local government, if otherwise legally permissible. Upon failure of any local government to make a payment, the state is further obligated, to the extent of legally available appropriated funds to make such payment on behalf of such local government. The local government remains obligated to make all COP payments and reimburse the state for any conditional payments.

As of June 30, 2004, outstanding certificates of participation notes totaled $43 million for 165 local governments participating in LOCAL. The state estimates that LOCAL program liability, if any, will be immaterial to its overall financial condition.

Office Building Lease

The 2001 Legislature authorized the state to lease-develop an office building in Tumwater, Washington. On October 23, 2003, the state entered into a ground lease and a lease agreement with Tumwater Office Properties (TOP), a Washington nonprofit corporation. The agreements call for TOP to design and construct an office building and to finance it with tax-exempt obligations that meet the requirements of Revenue Ruling 63-20 and Revenue Procedure 82-26 issued by the Internal Revenue Service. The state is required to make monthly payments that equal the required debt service on the bonds. Additional amounts may also be due per the terms of the lease agreement. The lease agreements provide the state with options to purchase the building during the term of the lease and transfer ownership of the building to the state at the end of the lease. The office building is scheduled for occupancy in September 2005.

Note 13 - Subsequent Events

A. Bond Issues

In July 2004, the state issued $45.4 million in General Obligation Taxable Bonds, Series 2005T.

In July 2004, the state issued $350 million in Various Purpose General Obligation Bonds, Series 2005A, $173.7 million in Motor Vehicle Fuel Tax General Obligation Bonds, Series 2005B, and $65 million in Motor Vehicle Fuel Tax General Obligation Bonds, Series, 2005C.

B. Certificates of Participation

In July 2004, the state issued $38.9 million in Certificates of Participation for various state and local government equipment purchases, Series 2004D.

In September 2004, the state issued $9.8 million in Certificates of Participation for various state and local government equipment purchases, Series 2004E.

In November 2004, the state issued $8.5 million in Certificates of Participation for various state and local government equipment purchases, Series 2004F.

In December 2004, the state issued $12 million in Certificates of Participation for various state and local government equipment purchases, Series 2004G.

Required Supplementary Information

Budgetary Information

Budgetary Comparison Schedule

General Fund

For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

	General Fund			
	Original Budget 2003-05 Biennium	Final Budget 2003-05 Biennium	Actual 2003-05 Biennium	Variance with Final Budget
Budgetary fund balance, July 1	$ 404,581	$ 404,581	$ 404,581	-
Resources:				
Taxes	22,791,756	22,551,147	11,198,373	(11,352,774)
Licenses, permits, and fees	156,491	154,493	75,513	(78,980)
Other contracts and grants	477,517	503,022	253,180	(249,842)
Timber sales	8,600	8,600	5,465	(3,135)
Federal grants-in-aid	10,630,943	11,125,622	5,363,869	(5,761,753)
Charges for services	78,120	86,950	44,504	(42,446)
Interest income	65,240	65,240	22,159	(43,081)
Miscellaneous revenue	86,885	95,825	55,683	(40,142)
Transfers from other funds	297,642	373,117	307,628	(65,489)
Total Resources	34,997,775	35,368,597	17,730,955	(17,637,642)
Charges to appropriations:				
General government	2,297,684	2,411,876	1,220,044	1,191,832
Human services	17,118,189	17,430,757	8,487,760	8,942,997
Natural resources and recreation	456,814	507,332	247,353	259,979
Transportation	54,139	54,429	27,335	27,094
Education	14,176,517	14,255,138	6,973,417	7,281,721
Capital outlays	244,073	255,626	59,200	196,426
Transfers to other funds	99,884	99,874	172,510	(72,636)
Total Charges to appropriations	34,447,300	35,015,032	17,187,619	17,827,413
Excess available for appropriation Over (Under) charges to appropriations	550,475	353,565	543,336	189,771
Reconciling Items:				
Changes in reserves (net)	-	-	(52,917)	(52,917)
Entity adjustments (net)	-	-	9,104	9,104
Total Reconciling Items	-	-	(43,813)	(43,813)
Budgetary Fund Balance, June 30	$ 550,475	$ 353,565	$ 499,523	$ 145,958

Budgetary Information
Budgetary Comparison Schedule
Budget to GAAP Reconciliation
General Fund
For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

	General Fund
Sources/inflows of resources	
Actual amounts (budgetary basis) "Available for Appropriation" from the Budgetary Comparison Schedule	$ 17,730,955
Differences - budget to GAAP:	
The following items are inflows of budgetary resources but are not revenue for financial reporting purposes:	
Transfers from other funds	(307,628)
Budgetary fund balance at the beginning of the year	(404,581)
The following items are not inflows of budgetary resources but are revenue for financial reporting purposes:	
Noncash commodities and food stamps	484,693
Unanticipated receipts	70,081
Noncash revenues	9,104
Revenues collected for other governments	27,312
Total revenues as reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds	$ 17,609,936

Uses/outflows of resources	
Actual amounts (budgetary basis) "Total Charges to Appropriations" from the Budgetary Comparison Schedule.	$ 17,187,619
Differences - budget to GAAP:	
Budgeted expenditure transfers are recorded as expenditures in the budget statement but are recorded as other financing source (use) for financial reporting purposes.	(722,066)
Transfers to other funds are outflows of budgetary resources but are not expenditures for financial reporting purposes.	(172,510)
The following items are not outflows of budgetary resources but are recorded as current expenditures for financial reporting purposes.	
Noncash commodities and food stamps	484,693
Expenditures related to unanticipated receipts	70,081
Capital lease acquisitions	5,004
Distributions to other governments	27,312
Total expenditures as reported on the Statement of Revenues, Expenditures, and Changes in Fund Balances - Governmental Funds	$ 16,880,133

Budgetary Information

Notes to Required Supplementary Information

General Budgetary Policies and Procedures

The Governor is required to submit a budget to the state Legislature no later than December 20 of the year preceding odd-numbered year sessions of the Legislature. The budget is a proposal for expenditures in the ensuing biennial period based upon anticipated revenues from the sources and rates existing by law at the time of submission of the budget. The Governor may additionally submit, as an appendix to the budget, a proposal for expenditures in the ensuing biennium from revenue sources derived from proposed changes in existing statutes.

The appropriated budget and any necessary supplemental budgets are legally required to be adopted through the passage of appropriation bills by the Legislature and approved by the Governor. Operating appropriations are generally made at the fund/account and agency level; however, in a few cases, appropriations are made at the fund/account and agency/program level. Operating appropriations cover either the entire biennium or a single fiscal year within the biennium. Capital appropriations are biennial and are generally made at the fund/account, agency, and project level.

The legal level of budgetary control is at the fund/account, agency, and appropriation level, with administrative controls established at lower levels of detail in certain instances. The accompanying budgetary schedules are not presented at the legal level of budgetary control. This is due to the large number of appropriations within individual agencies that would make such a presentation in the accompanying financial schedules extremely cumbersome. Section 2400.121 of the GASB Codification of Governmental Accounting and Financial Reporting Standards provides for the preparation of a separate report in these extreme cases. For the state of Washington, a separate report has been prepared for the 2003-2005 Biennium to illustrate legal budgetary compliance. Appropriated budget versus actual expenditures, and estimated versus actual revenues and other financing sources (uses) for appropriated funds at agency and appropriation level are presented in Report CAF1054 for governmental funds. A copy of this report is available at the Office of Financial Management, 6639 Capitol Boulevard, PO Box 43113, Olympia, Washington 98504-3113.

Legislative appropriations are strict legal limits on expenditures/expenses, and overexpenditures are prohibited. All appropriated and certain nonappropriated funds are further controlled by the executive branch through the allotment process. This process allocates the expenditure/expense plan into monthly allotments by program, source of funds, and object of expenditure. According to statute RCW 43.88.110(2), except under limited circumstances, the original allotments are approved by the Governor and may be revised on a quarterly basis and must be accompanied by an explanation of the reasons for significant changes. Because allotments are not the strict legal limit on expenditures/expenses, the budgetary schedules presented as required supplementary information (RSI) are shown on an appropriation versus actual comparison rather than an allotment versus actual comparison.

Proprietary funds typically earn revenues and incur expenses (i.e., depreciation or budgeted asset purchases) not covered by the allotment process. Budget estimates are generally made outside the allotment process according to prepared business plans. These proprietary fund business plan estimates are adjusted only at the beginning of each fiscal year.

Additional fiscal control is exercised through various means. OFM is authorized to make expenditure/expense allotments based on availability of unanticipated receipts, mainly federal government grant increases made during a fiscal year. State law does not preclude the over expenditure of allotments, although RCW 43.88.110(3) requires that the Legislature be provided an explanation of major variances.

Operating encumbrances lapse at the end of the applicable appropriation. Capital outlay encumbrances lapse at the end of the biennium unless reappropriated by the Legislature in the ensuing biennium. Encumbrances outstanding against continuing appropriations at fiscal year end are reported as reservations of fund balance.

Budgetary Reporting versus GAAP Reporting

Governmental funds are budgeted materially in conformance with GAAP. However, the presentation in the accompanying budgetary schedules is different in certain respects from the corresponding Statements of Revenues, Expenditures, and Changes in Fund Balance (governmental operating statement). In the accompanying budgetary schedules, budget and actual expenditures are reported only for appropriated activities. Expenditures are classified based on whether the appropriation is from the operating or capital budget. Expenditures funded by operating budget appropriations are reported as current expenditures classified by the function of the agency receiving the appropriation. Expenditures funded by capital budget appropriations are reported as capital outlays.

However, in the governmental operating statements, all governmental funds are included and expenditures are classified according to what was actually purchased. Capital outlays are fixed asset acquisitions such as land, buildings, and equipment. Debt service expenditures are principal and interest payments. Current expenditures are all other governmental fund expenditures classified based on the function of the agency making the expenditures.

Additionally, certain governmental activities are excluded from the budgetary schedules because they are not appropriated. These activities include: activities designated as nonappropriated by the Legislature, such as the Higher Education Special Revenue Fund, Higher Education Endowment Fund, federal surplus food commodities, electronic food stamp benefits, capital leases, note proceeds, and resources collected and distributed to other governments.

Further, certain expenditures are appropriated as operating transfers. These transfers are reported as operating transfers on the budgetary schedules and as expenditures on the governmental operating statements. The factors contributing to the differences between the Budgetary Comparison Schedule and the Statement of Revenues, Expenditures, and Changes in Fund Balance are noted in the previous Budget to GAAP reconciliation.

Budgetary Fund Balance includes the following as reported on the Governmental Funds Balance Sheet: Unreserved, undesignated fund balance; Unreserved fund balance, designated for other specific purposes; and Reserved for encumbrances.

Pension Plan Information

Public Employees' Retirement System - Plan 1

Schedule of Funding Progress

Valuation Years 2003 through 1998 (dollars in millions)

	2003	2002	2001	2000	1999	1998
Actuarial Valuation Date	9/30/2003	9/30/2002	9/30/2001	12/31/2000	12/31/1999	12/31/1998
Actuarial Value of Plan Assets	$ 10,227	$ 10,757	$ 10,990	$ 11,111	$ 10,456	$ 9,219
Actuarial Accrued Liability	12,692	12,560	12,088	11,695	11,636	11,227
Unfunded Actuarial Liability	2,465	1,804	1,098	584	1,180	2,008
Percentage Funded	81%	86%	91%	95%	90%	82%
Covered Payroll	945	1,023	1,085	1,132	1,184	1,233
Unfunded Actuarial Liability as a Percentage of Covered Payroll	261%	176%	101%	52%	100%	163%

Source: Washington State Office of the State Actuary

Teachers' Retirement System - Plan 1

Schedule of Funding Progress

Valuation Years 2003 through 1998 (dollars in millions)

	2003	2002	2001	2000	1999	1998
Actuarial Valuation Date	9/30/2003	9/30/2002	9/30/2001	6/30/2000	6/30/1999	6/30/1998
Actuarial Value of Plan Assets	$ 9,086	$ 9,365	$ 9,342	$ 9,372	$ 8,696	$ 7,819
Actuarial Accrued Liability	10,325	10,235	9,895	9,566	9,529	9,354
Unfunded Actuarial Liability	1,239	869	553	194	833	1,535
Percentage Funded	88%	91%	94%	98%	91%	84%
Covered Payroll	692	741	800	957	984	1,046
Unfunded Actuarial Liability as a Percentage of Covered Payroll	179%	117%	69%	20%	85%	147%

Source: Washington State Office of the State Actuary

Pension Plan Information

Law Enforcement Officers' and Fire Fighters' Retirement System- Plan 1

Schedule of Funding Progress

Valuation Years 2003 through 1998 (dollars in millions)

	2003	2002	2001	2000	1999	1998
Actuarial Valuation Date	9/30/2003	9/30/2002	9/30/2001	12/31/2000	12/31/1999	12/31/1998
Actuarial Value of Plan Assets	$ 4,803	$ 5,095	$ 5,369	$ 5,440	$ 5,150	$ 4,568
Actuarial Accrued Liability	4,275	4,259	4,153	4,002	4,125	3,906
Unfunded (Assets in Excess of)						
Actuarial Liability	(528)	(836)	(1,216)	(1,437)	(1,024)	(662)
Percentage Funded	112%	120%	129%	136%	125%	117%
Covered Payroll	71	80	87	95	106	117
Unfunded Actuarial Liability as a						
Percentage of Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A

N/A indicates data not available.

Source: Washington State Office of the State Actuary

Judicial Retirement System

Schedule of Funding Progress

Valuation Years 2003 through 1998 (dollars in millions)

	2003	2002	2001	2000	1999	1998
Actuarial Valuation Date	9/30/2003	9/30/2002	9/30/2001	12/31/2000	12/31/1999	12/31/1998
Actuarial Value of Plan Assets	$ 6	$ 8	$ 10	$ 10	$ 9	$ 8
Actuarial Accrued Liability	91	92	91	93	94	97
Unfunded Actuarial Liability	85	84	81	83	85	89
Percentage Funded	7%	9%	11%	11%	10%	8%
Covered Payroll	2.6	3.0	3.0	4.0	4.0	4.0
Unfunded Actuarial Liability as a						
Percentage of Covered Payroll	3269%	2800%	2700%	2075%	2125%	2225%

Source: Washington State Office of the State Actuary

Pension Plan Information

Volunteer Fire Fighters' and Reserve Officers' Relief and Pension Fund

Schedule of Funding Progress

Valuation Years 2003 through 1998 (dollars in millions)

	2003	2002	2001	2000	1999	1998
Actuarial Valuation Date	12/31/2003	12/31/2002	12/31/2001	12/31/2000	12/31/1999	12/31/1998
Actuarial Value of Plan Assets	$ 120	$ 124	$ 129	$ 126	$ 118	$ 102
Actuarial Accrued Liability	112	110	99	96	98	94
Unfunded (Assets in Excess of)						
Actuarial Liability	(8)	(14)	(30)	(30)	(20)	(8)
Percentage Funded	107%	113%	130%	131%	120%	109%
Covered Payroll*	N/A	N/A	N/A	N/A	N/A	N/A
Unfunded Actuarial Liability as a						
Percentage of Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A

*Covered Payroll is not presented because it is not applicable since this is a volunteer organization.

Source: Washington State Office of the State Actuary

Judges' Retirement Fund

Schedule of Funding Progress

Valuation Years 2003 through 1998 (dollars in millions)

	2003	2002	2001	2000	1999	1998
Actuarial Valuation Date	9/30/2003	9/30/2002	9/30/2001	12/31/2000	12/31/1999	12/31/1998
Actuarial Value of Plan Assets	$ 4.5	$ 5	$ 5	$ 5	$ 4	$ 4
Actuarial Accrued Liability	5.2	6	6	6	6	7
Unfunded Actuarial Liability	0.7	1	1	1	2	3
Percentage Funded	87%	83%	83%	83%	67%	57%
Covered Payroll	0.0	0.1	0.1	0.1	0.1	0.1
Unfunded Actuarial Liability as a						
Percentage of Covered Payroll	N/A	1000%	1000%	1000%	2000%	3000%

Source: Washington State Office of the State Actuary

Pension Plan Information

Schedules of Contributions from Employers and Other Contributing Entities

For the Fiscal Years Ended June 30, 2004 through 1999

	2004	2003	2002	2001	2000	1999
Public Employees' Retirement System - Plan 1 (expressed in millions)						
Employers' Annual Required Contribution	$ 295.1	$ 228.9	$ 164.3	$ 118.8	$ 199.2	$ 237.6
Employers' Actual Contribution	22.8	56.6	68.6	181.7	200.2	234.3
Percentage Contributed	8%	25%	42%	153%	101%	99%
Public Employees' Retirement System - Plan 2/3 (expressed in millions)						
Employers' Annual Required Contribution	$ 192.6	$ 141.7	$ 72.0	$ 55.6	$ 103.6	$ 86.6
Employers' Actual Contribution	69.4	38.2	51.0	115.0	101.9	238.4
Percentage Contributed	36%	27%	71%	207%	98%	275%
Teachers' Retirement System - Plan 1 (expressed in millions)						
Employers' Annual Required Contribution	$ 185.7	$ 153.4	$ 119.8	$ 90.6	$ 176.1	$ 209.7
Employers' Actual Contribution	11.4	20.4	59.5	141.3	183.0	222.5
Percentage Contributed	6%	13%	50%	156%	104%	106%
Teachers' Retirement System - Plan 2/3 (expressed in millions)						
Employers' Annual Required Contribution	$ 96.2	$ 79.5	$ 66.7	$ 40.4	$ 56.2	$ 45.9
Employers' Actual Contribution	29.9	18.2	46.4	69.6	75.3	100.2
Percentage Contributed	31%	23%	70%	172%	134%	218%
School Employees' Retirement System - Plan 2/3 (expressed in millions)						
Employers' Annual Required Contribution	$ 52.3	$ 44.2	$ 19.5	$ 6.7	**	**
Employers' Actual Contribution	9.1	6.2	11.3	19.9	**	**
Percentage Contributed	17%	14%	58%	297%	**	**

Source: Washington State Office of the State Actuary

The Annual Required Contribution (ARC) changes each year with the experience of the plans. Factors influencing the experience include changes in funding methods, assumptions, plan provisions, and economic and demographic gains and losses. The methods used to derive the ARC for this accounting disclosure are different from that used to derive the actual contributions required by law. These differences include the use of different actuarial valuations (actual contributions may be based on an earlier valuation), and different actuarial cost methods. For these reasons the actual contributions will not match the Annual Required Contributions.

** SERS did not exist prior to 9/1/2000

Pension Plan Information

Schedules of Contributions from Employers and Other Contributing Entities

For the Fiscal Years Ended June 30, 2004 through 1999

	2004	2003	2002	2001	2000	1999
Law Enforcement Officers' and Fire Fighters' Retirement System - Plan 1 (expressed in millions)						
Employers' Annual Required Contribution	$ -	$ -	$ -	$ -	$ 6.3	$ 6.9
Employers' Actual Contribution	-	0.1	0.1	0.1	6.3	7.2
Percentage Contributed	N/A	N/A	N/A	N/A	100%	104%
State Annual Required Contribution	-	-	-	-	-	-
State Actual Contribution	-	-	-	-	-	48.8
Percentage Contributed	N/A	N/A	N/A	N/A	N/A	N/A
Law Enforcement Officers' and Fire Fighters' Retirement System - Plan 2 (expressed in millions)						
Employers' Annual Required Contribution	$ 41.5	$ 34.1	$ 26.2	$ 20.3	$ 26.9	$ 22.3
Employers' Actual Contribution	30.8	25.6	24.0	31.5	26.2	34.3
Percentage Contributed	74%	75%	92%	155%	97%	154%
State Annual Required Contribution	27.7	22.7	17.5	13.5	18.0	14.9
State Actual Contribution	20.2	16.4	15.6	20.9	17.1	22.2
Percentage Contributed	73%	72%	89%	155%	95%	149%
Washington State Patrol Retirement System (expressed in millions)						
Employers' Annual Required Contribution	$ 2.6	$ -	$ -	$ -	$ -	$ -
Employers' Actual Contribution	-	-	-	-	-	5.9
Percentage Contributed	0%	N/A	N/A	N/A	N/A	N/A

N/A indicates data not available.

Source: Washington State Office of the State Actuary

The Annual Required Contribution (ARC) changes each year with the experience of the plans. Factors influencing the experience include changes in funding methods, assumptions, plan provisions, and economic and demographic gains and losses. The methods used to derive the ARC for this accounting disclosure are different from that used to derive the actual contributions required by law. These differences include the use of different actuarial valuations (actual contributions may be based on an earlier valuation), and different actuarial cost methods. For these reasons the actual contributions will not match the Annual Required Contributions.

Pension Plan Information

Schedules of Contributions from Employers and Other Contributing Entities

For the Fiscal Years Ended June 30, 2004 through 1999

	2004	2003	2002	2001	2000	1999
Judicial Retirement System (expressed in millions)						
Employers' Annual Required Contribution	$ 18.5	$ 16.2	$ 14.2	$ 13.3	$ 12.5	$ 12.2
Employers' Actual Contribution	6.2	6.2	6.2	7.3	7.3	8.8
Percentage Contributed	34%	38%	44%	55%	58%	72%
Judges' Retirement Fund (expressed in millions)						
Employers' Annual Required Contribution	$ 0.2	$ 0.1	$ 0.2	$ 0.2	$ 0.3	$ 0.3
Employers' Actual Contribution	0.5	0.3	0.3	0.8	0.8	0.8
Percentage Contributed	250%	300%	150%	400%	267%	267%
Volunteer Fire Fighters' and and Reserve Officers' Relief and Pension Fund (expressed in millions)						
Employers' Annual Required Contribution	$ 0.8	$ 0.8	$ 0.8	$ 0.7	$ 0.7	$ 0.8
Employers' Actual Contribution	0.8	0.8	0.8	0.7	0.7	0.8
Percentage Contributed	100%	100%	100%	100%	100%	100%
State Annual Required Contribution	1.5	0.7	-	-	0.1	0.8
State Actual Contribution	4.4	3.3	3.3	3.3	2.7	2.5
Percentage Contributed	293%	471%	N/A	N/A	2700%	313%

N/A indicates data not available.

Source: Washington State Office of the State Actuary

The Annual Required Contribution (ARC) changes each year with the experience of the plans. Factors influencing the experience include changes in funding methods, assumptions, plan provisions, and economic and demographic gains and losses. The methods used to derive the ARC for this accounting disclosure are different from that used to derive the actual contributions required by law. These differences include the use of different actuarial valuations (actual contributions may be based on an earlier valuation), and different actuarial cost methods. For these reasons the actual contributions will not match

Pension Plan Information

Notes to the Required Supplementary Information
Defined Benefit Pension Plans

For the Fiscal Year Ended June 30, 2004

The information presented in the required supplementary schedules was determined as part of the actuarial valuations at the dates indicated below. Additional information as of the latest valuation follows.

	PERS Plan 1	PERS Plan 2/3	TRS Plan 1	TRS Plan 2/3	SERS Plan 2/3
Valuation - date	9/30/2003	9/30/2003	9/30/2003	9/30/2003	9/30/2003
Actuarial cost method	entry age	aggregate***	entry age	aggregate***	aggregate***
Amortization Method					
Funding	level %	n/a	level %	n/a	n/a
GASB	level $	n/a	level $	n/a	n/a
Remaining amortization period (closed)	6/30/2024	n/a	6/30/2024	n/a	n/a
Asset valuation method	8-year graded smoothed fair value*	8-year graded smoothed fair value*	8-year graded smoothed fair value*	8-year graded smoothed fair value*	8-year graded smoothed fair value*
Actuarial assumptions:					
Investment rate of return	8.00%	8.00%	8.00%	8.00%	8.00%
Projected salary increases					
Salary Inflation at 4.5%, plus the merit increases described below:					
initial salary merit (grades down to 0%)	6.1%	6.1%	6.2%	6.2%	7.0%
merit period (years of service)	17 yrs	17 yrs	17 yrs	17 yrs	17 yrs
Includes inflation at		3.50%		3.50%	3.50%
Cost of living adjustments	Uniform COLA** Gainsharing COLA**	CPI increase, maximum 3%	Uniform COLA** Gainsharing COLA**	CPI increase, maximum 3%	CPI increase, maximum 3%

N/A indicates data not applicable.

* Asset Valuation Method (8 year smoothed fair value): The actuarial value of assets is calculated under an adjusted market value method by starting with the market value of assets. For subsequent years the actuarial value of assets is determined by adjusting the market value of assets to reflect the difference between the actual investment return and the expected investment return during each of the last 8 years or, if fewer, the completed years since adoption, at the following rates per year (annual recognition):

Annual Gain/Loss			Annual Gain/Loss		
Rate of Return	Smoothing Period	Annual Recognition	Rate of Return	Smoothing Period	Annual Recognition
15% and up	8 years	12.50%	6-7%	2 years	50.00%
14-15%	7 years	14.29%	5-6%	3 years	33.33%
13-14%	6 years	16.67%	4-5%	4 years	25.00%
12-13%	5 years	20.00%	3-4%	5 years	20.00%
11-12%	4 years	25.00%	2-3%	6 years	16.67%
10-11%	3 years	33.33%	1-2%	7 years	14.29%
9-10%	2 years	50.00%	1% and lower	8 years	12.50%
7-9%	1 year	100.00%			

The actuarial value of assets is subject to a 30% market corridor, so it will lie between 70% and 130% of the market value of assets.

LEOFF Plan 1	LEOFF Plan 2	WSPRS	JRS	Judges	VFFRPF
9/30/2003	9/30/2003	9/30/2003	9/30/2003	9/30/2003	12/31/2003
entry age	aggregate***	aggregate***	entry age****	entry age****	entry age
level %	n/a	n/a	n/a	n/a	level $
level $	n/a	n/a	level $	level $	level $
6/30/2024	n/a	n/a	12/31/2008	12/31/2008	12/31/2017
8-year graded smoothed fair value*	8-year graded smoothed fair value*	8-year graded smoothed fair value*	market	market	4-year smoothed fair value
8.00%	8.00%	8.00%	8.00%	8.00%	8.00%
					n/a
11.7%	11.7%	6.0%	0.0%	0.0%	n/a
21 yrs	21 yrs	20 yrs			none
3.50%	3.50%	3.50%	3.50%	3.50%	
CPI increase	CPI increase, maximum 3%	CPI increase, maximum 3%	3.00%	none	

** The Uniform COLA and Gainsharing COLA.

Generally, all retirees over age 66 receive an increase in their monthly benefit at least once a year.

The Gainsharing COLA is added every even-numbered year if certain extraordinary investment gains are achieved. In 1998 it was $0.11. On 1/1/2000 it was $0.28 per year of service. On 1/1/2002 and 1/1/2004 no Gainsharing COLA was added.

The Uniform COLA increase is added every July. The next Uniform COLA amount is calculated as the last Uniform COLA amount plus any Gainsharing COLA amount, all increased by 3%.

On 7/1/2000, it was ($0.77+$0.28)x1.03 = $1.08. On 7/1/2001, it was ($1.08+$0.00)x1.03 = $1.11.

On 7/1/2002, it was ($1.11+$0.00)x1.03 = $1.14. On 7/1/2003, it was ($1.14+$0.00)x1.03 = $1.18.

On 7/1/2004, it was ($1.18+$0.00)x1.03 = $1.21.

*** The aggregate cost method does not identify or separately amortize unfunded actuarial liabilities.

**** The entry age method uses pay-as-you-go as the basis for funding JRS and Judges.

Information about Infrastructure Assets Reported Using the Modified Approach

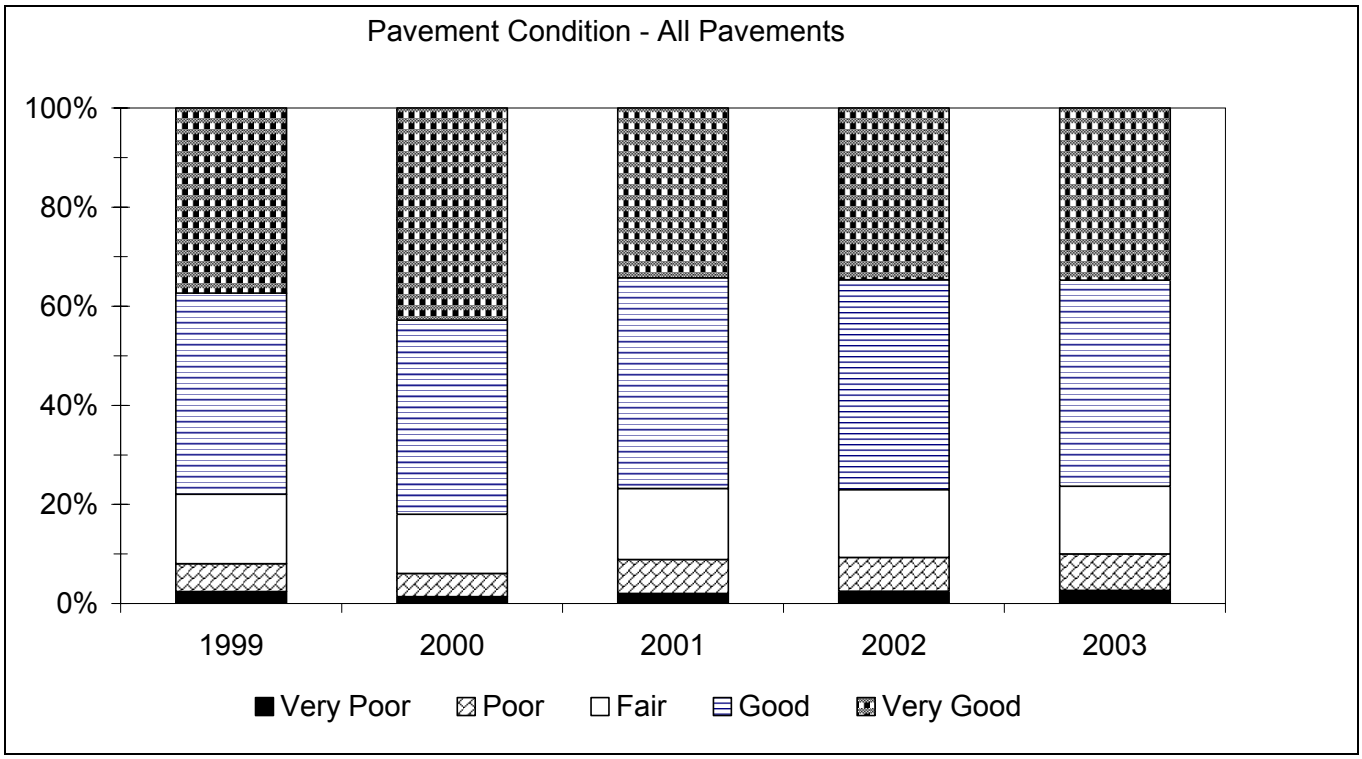
Condition Assessment

Pavement Condition

The Washington State Department of Transportation (WSDOT) owns and maintains 19,970 lane miles of highway, including ramps, collectors and special use lanes. The inclusion of special use lanes and lanes under construction in the total lane miles of highway is new this year. Special use lane miles include slow vehicle, two way turn, chain up, turn/accelerate, transit and HOV lanes. Special use lanes account for 714 of the total lane miles of highway. Lanes under construction account for 26 additional lane miles.

WSDOT has been rating pavement condition since 1969. Pavement rated in *good* condition is smooth and has few defects. Pavement in *poor* condition is characterized by cracking, patching, roughness and rutting. Pavement condition is rated using three factors: Pavement Structural Condition (PSC), International Roughness Index (IRI), and Rutting.

In 1993 the Legislature required WSDOT to rehabilitate pavements at the Lowest Life Cycle Cost (LLCC), which has been determined to occur at a PSC range between 40 and 60, or when triggers for roughness or rutting are met. The trend over the last six years has shown that the percentage of pavements in poor or very poor condition has remained fairly stable at 8 to 10 percent except in 2000 when it was at 6.1 percent. WSDOT uses LLCC analysis to manage its pavement preservation program. The basic principles are rather simple – if rehabilitation is done too early, pavement life is wasted; if rehabilitation is done too late, very costly repair work may be required, especially if the underlying structure is compromised. WSDOT continually looks for ways to best strike the balance between these two basic principles while recognizing the goal for pavements is zero miles in 'poor' condition and marginally good pavements may deteriorate into poor condition during the lag time between assessment and actual rehabilitation. As a result, a small percentage of marginally good pavements will move into the 'poor' condition category for any given assessment period.



The Department of Transportation manages State Highways targeting the lowest life cycle cost per the Pavement Management System due date. While the department has a long-term goal of no pavements in poor condition (a pavement condition index less than 40, on a 100 point scale), the policy for the current biennium is to maintain 90 percent of all highway pavement types at a pavement condition index of 40 or better with no more

than 10 percent of its highways at a pavement condition index below 40. The most recent assessment found that State Highways were within the prescribed parameters with only 10 percent of all pavement types with a pavement condition index below 40.

WSDOT uses the following scale for Pavement Structural Condition (PSC):

Category	PSC Range	Description
Very Good	80 – 100	Little or no distress. Example: Flexible pavement with 5% of wheel track length having "hairline" severity alligator cracking will have a PSC of 80.
Good	60 - 80	Early stage deterioration. Example: Flexible pavement with 15% of wheel track length having "hairline" alligator cracking will have a PSC of 70.
Fair	40 - 60	This is the threshold value for rehabilitation. Example: Flexible pavement with 25% of wheel track length having "hairline" alligator cracking will have a PSC of 50.
Poor	20 - 40	Structural deterioration. Example: Flexible pavement with 25% of wheel track length having "medium (spalled)" severity alligator cracking will have a PSC of 30.
Very Poor	0 - 20	Advanced structural deterioration. Example: Flexible pavement with 40% of wheel track length having "medium (spalled)" severity alligator cracking will have a PSC of 10. May require extensive repair and thicker overlays.

The PSC is a measure based on distresses such as cracking and patching, which are related to the pavement's ability to carry loads. Pavements develop structural deficiencies due to truck traffic and cold weather. WSDOT attempts to program rehabilitation for pavement segments when they are projected to reach a PSC of 50. A PSC of 50 can occur due to various amounts and severity of distress. Refer to the table above for examples for flexible pavements such as asphalt. For rigid pavements (such as Portland cement concrete), a PSC of 50 represents 50 percent of the concrete slabs exhibiting joint faulting with a severity of 1/8 to 1/4 inch (faulting is the elevation difference at slab joints and results in a rough ride – particularly in large trucks). Further, a PSC of 50 can also be obtained if 25 percent of concrete slabs exhibit two to three cracks per panel.

The International Roughness Index (IRI) uses a scale in inches per mile. Rutting is measured in millimeters. The three indices (PSC, IRI, and Rutting) are combined to rate a section of pavement, which is assigned the lowest category of any of the three ratings. The following table shows the combined explanatory categories and the ratings for each index.

Category	PSC	IRI	Rut
Very Good	100 – 80	< 95	< 4
Good	80 – 60	95 – 170	4 – 8
Fair	60 – 40	170 – 220	8 – 12
Poor	40 – 20	220 – 320	12 – 16
Very Poor	0 – 20	> 320	> 16

Beginning in 1999, the pavement distress survey procedure changed from a windshield survey to an automated survey. In the automated survey, high-resolution video images are collected at highway speed and these video images are then rated on special workstations at 3-6 mph speed. This change has also resulted in a more detailed classification and recording of various distresses that are rated.

Pavement condition surveys are generally conducted in the fall of each year, then analyzed during the winter and spring, with the previous year's results released in June each year. In calendar year 2003, WSDOT rated pavement condition on 17,702 of the 19,970 lane miles of highway. The chart on the following page shows recent pavement condition ratings for the State Highway System, using the combination of the three indices described above.

Condition Rating of Washington State Department of Transportation's Pavement

Percentage of Pavement in Fair or Better Condition	2003*	2002*	2001*	2000*	1999*
Statewide - Chip Seals	86	89	89	92	91
Statewide - Asphalt	91	91	92	95	93
Statewide - Concrete	93	92	92	92	90
Statewide - All Pavements	90	91	91	94	92

Percentage of Pavement in Poor or Very Poor Condition	2003*	2002*	2001*	2000*	1999*
Statewide - Chip Seals	14	11	11	8	9
Statewide - Asphalt	9	9	8	5	7
Statewide - Concrete	7	8	8	8	10
Statewide - All Pavements	10	9	9	6	8

* Calendar year data. Assessments are typically made in the fall of each year, and verified during the winter and spring, with final results released in June. Years indicated are when the physical assessment was done in the fall.

Note: The All Pavements percentages are calculated from total database averages, not a statistical average of the three pavement type percentages.

More information about pavement management at the Department of Transportation may be obtained at:
http://www.wsdot.wa.gov/biz/mats/pavement/structural.htm

Bridge Condition

During Fiscal Year 2004 there were 3,076 state-owned vehicular structures over twenty feet in length with a total area of 43,447,898 square feet. In addition to bridges, the 3,076 structures included 77 culverts and 30 ferry terminal structures. All bridges are inspected on a two to four year interval, with no more than 10 percent of the bridges inspected less than every three years. Divers inspect underwater bridge components at least once every five years in accordance with Federal Highway Administration requirements. Special emphasis is given to the ongoing inspection and maintenance of major bridges representing a significant public investment due to size, complexity or strategic location. Information related to public bridges is maintained in the Washington State Bridge Inventory System (WSBIS). This system is used to develop preservation strategies and comprehensive recommendations for maintenance and construction, and for reporting to the Federal Highway Administration (FHWA).

While the WSDOT has a 20 year goal of no structurally deficient bridges, the policy for the current biennium is to maintain 95 percent of its bridges at a structural condition of at least fair, meaning that all primary structural elements are sound. The most recent assessment found that state-owned bridges were within the prescribed parameters with 97 percent having a condition rating of fair or better and only 3 percent of bridges having a condition rating of poor. Bridges rated as poor may have structural deficiencies that restrict the weight and type of traffic allowed. No bridges that are currently rated as poor are unsafe for public travel. Any bridges determined to be unsafe are closed to traffic. WSDOT had no closed bridges at June 30, 2004.

WSDOT's Bridge Seismic Retrofit Program prioritizes state bridges for seismic retrofit, and performs these retrofits as funding permits. Retrofit priorities are based on seismic risk of a site, structural detail deficiencies, and route importance. From 1980 to the end of June 2003, WSDOT completed 441 full or partial seismic retrofit projects to meet current national standards. An additional 920 retrofits await programming. There are four scheduled seismic retrofits in the 2003-2005 biennium, none of which were completed by June 30, 2004.

The following condition rating data is based on the structural sufficiency standards established in the FHWA "Recording and Coding Guide for the Structural Inventory and Appraisal of the Nation's Bridges." This structural rating relates to the evaluation of bridge superstructure, deck, substructure, structural adequacy and waterway adequacy. Three categories of condition were established in relation to the FHWA criteria as follows:

Category	National Bridge Inventory Code	Description
Good	6, 7, or 8	A range from no problems noted to some minor deterioration of structural elements.
Fair	5	All primary structural elements are sound but may have deficiencies such as minor section loss, deterioration, cracking, spalling or scour.
Poor	4 or less	Advanced deficiencies such as section loss, deterioration, cracking, spalling, scour or seriously affected primary structural components.

Notes: Bridges rated in poor condition may be restricted for the weight and type of traffic allowed.

Condition Rating of Washington State Department of Transportation's Bridges

Percentage of Bridges in Fair or Better Condition

Bridge Type	2004	2003	2002	2001	2000
Reinforced Concrete (1,308 bridges in FY 2004)	98	98	97	96	95
Prestressed Concrete (1,277 bridges in FY2004)	99.5	99.5	99.5	99	99
Steel (346 bridges* in FY 2004)	93	93	92	91	91
Timber (65 bridges in FY 2004)	70	69	70	71	71
Statewide - All Bridges (2,996 out of 3,076 bridges in FY 2004)	97.4	97	96.7	96	95

Percentage of Bridges in Poor Condition

Bridge Type	2004	2003	2002	2001	2000
Reinforced Concrete (24 bridges in FY 2004)	2	2	3	4	5
Prestressed Concrete (4 bridges in FY 2004)	0.5	0.5	0.5	1	1
Steel (24 bridges* in FY 2004)	6.5	7	8	9	9
Timber (28 bridges in FY 2004)	30	31	30	29	29
Statewide - All Bridges (80 out of 3,076 bridges in FY 2004)	2.6	3	3.3	4	5

*The steel bridge ratings for FY2004 include 24 Ferry terminal structures rated as fair or better and six Ferry terminal structures rated as poor. While the terminals are included in a depreciable asset category, they are included here with bridge condition information since they are evaluated by the WSDOT Bridge Office on a periodic basis.

Note: Bridges rated as poor may have structural deficiencies that restricted the weight and type of traffic allowed. WSDOT currently has 12 posted bridges and 145 restricted bridges. Posted bridges have signs posted which inform of legal weight limits. Restricted bridges are those where overweight permits will not be issued for travel by overweight vehicles. Refer to http://www.wsdot.wa.gov/freight/mcs/ for more information. Any bridges determined to be unsafe are closed to traffic. WSDOT had one closed bridge at June 30, 2004.

Additional information regarding the Department of Transportation's bridge inspection program may be obtained at: http://www.wsdot.wa.gov/eesc/bridge/index.cfm.

Emergency Air Field Condition

The Washington State Department of Transportation (WSDOT), through its Aviation Division is authorized by RCW 47.68.100 to acquire and maintain airports. Under this authority, WSDOT owns eight emergency airfields and leases several others. Most of the airfields are located near or adjacent to state highways and range in character from paved to gravel or turf. The prime task of the airfields is to provide emergency facilities. Two airfields are in operational condition 12 months of the year, and five are operational from June to October each year. One is only available for emergency search and rescue use. In accordance with WSDOT policy, maintenance is done on each airfield annually to keep it at its existing condition of use. Each airfield is inspected a minimum of three times per year.

The definitions below form the rating criteria for the current airfield condition ratings which follow.

Category	Definition
General Use Community Airport	An airport with a paved runway capable of handling aircraft with a maximum gross certificated takeoff weight of 12,500 pounds.
Limited Use Community Airport	An airport with an unpaved runway capable of handling aircraft with a maximum gross certificated takeoff weight of 12,500 pounds.
General Recreational Use Airport	An airport with a turf (unpaved) runway near access to recreational opportunities with capacity for aircraft less than 12,500 pounds.
Limited Search and Rescue Forward Operating Location	An airport with a landing pad only capable of accommodating rotorcraft.

Condition Rating of Washington State Emergency Airfields

	Number of Airports
Owned airports:	
Acceptable for general use as a community airport	1
Acceptable for limited use as a community airport	1
Acceptable for general recreation use	5
Limited search and rescue forward operating location	1
Total owned airports	8

	2004	2003	2002	2001	2000
Percentage of airports acceptable for general recreational use or better	88	88	88	88	88
Percentage of airports not acceptable for general recreational use or better	12	12	12	12	12

Notes: One airport is open only as a limited search and rescue operating location and is expected to remain in that status.

For pictures of specific airfields, refer to the Department of Transportation's website at:
http://www.wsdot.wa.gov/Aviation/airports/default.htm

Information about Infrastructure Assets Reported Using the Modified Approach

Comparison of Budgeted-to-Actual Preservation and Maintenance

For the Fiscal Year Ended June 30, 2004
(expressed in thousands)

	FY 2002			FY 2003			FY 2004		
Pavements									
	Budget	Actual	Variance	Budget	Actual	Variance	Budget	Actual	Variance
Preservation	$ 134,810	$ 127,946	$ 6,864	$ 119,160	$ 123,883	$ (4,723)	$ 116,902	$ 107,229	$ 9,673
Maintenance	23,746	19,485	4,261	22,796	24,123	(1,327)	21,254	18,064	3,190
Total	$ 158,556	$ 147,431	$ 11,125	$ 141,956	$ 148,006	$ (6,050)	$ 138,156	$ 125,293	$ 12,863
Bridges									
Preservation	$ 24,270	$ 16,307	$ 7,963	$ 22,460	$ 23,988	$ (1,528)	$ 30,637	$ 24,780	$ 5,857
Maintenance	11,430	11,012	418	11,222	12,853	(1,631)	11,292	11,267	25
Total	$ 35,700	$ 27,319	$ 8,381	$ 33,682	$ 36,841	$ (3,159)	$ 41,929	$ 36,047	$ 5,882
Emergency Air Fields									
Preservation & Maint.	$ 70	$ 64	$ 6	$ 70	$ 58	$ 12	$ 70	$ 71	$ (1)

In addition to increasing and improving the state highway system, WSDOT places a high priority on preserving and maintaining the current highway system. WSDOT breaks out preservation and maintenance into two separate functions. Preservation can be described as projects that maintain the structural integrity of the existing highway system including roadway pavements, safety features, bridges, and other structures/facilities. The Maintenance function handles the day-to-day needs that occur such as guardrail replacement, patching potholes, installing signs, vegetation control, etc.

In 1996 WSDOT embarked on an initiative to use outcome based performance measures for evaluating the effectiveness of the Maintenance Program. The Maintenance Accountability Process (MAP) is a comprehensive planning, measuring and managing process that provides a means for communicating the impacts of policy and budget decisions on program service delivery. WSDOT uses it to identify investment choices and affects of those choices in communicating with the legislature and other stakeholders. The MAP measures and communicates the outcomes of 34 distinct highway maintenance activities. Maintenance results are measured via field condition surveys and reported as Level of Service (LOS) ratings, which range from A to F. LOS targets are defined in terms of the condition of various highway features (i.e. percent of guardrail on the highway system that is damaged) and are set commensurate with the level of funding provided for the WSDOT highway maintenance program. More information about MAP may be obtained at: http://www.wsdot.wa.gov/maintenance/accountability.htm.

Notes: Numbers for the Pavement and Bridges budget amounts are calculated based on the 2003-2005 biennial plan as shown in the WSDOT June 2004 *Monthly Financial Report* for sub-programs P1 (Roadway Preservation), P2 (Structures Preservation), and M2 (Roadway, Bridge & Tunnel maintenance). For FY 2004, the annual budget amount was calculated as half the biennial amount. The Preservation budgeted and actual amounts were adjusted for capitalized infrastructure and equipment in FY 2004.

The emergency airfields (program F3, State Airport Construction and Maintenance) budget amount came from the same sources as for pavements and bridges described above but is only one-fourth of the biennial

The state implemented the requirements of Statement No. 34 of the Governmental Accounting Standards Board (GASB), including the provisions related to capitalizing and reporting infrastructure on the modified approach, in Fiscal Year 2002. While budget to actual information is not available for years prior to Fiscal Year 2002 using the GASB definitions of preservation and maintenance, historical budget to actual information for the entire Construction and Maintenance programs is available by contacting the WSDOT Budget Office at (360) 705-7500.

APPENDIX E

BOOK-ENTRY TRANSFER SYSTEM

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BOOK-ENTRY TRANSFER SYSTEM

The following information has been provided by DTC. The state makes no representation as to the accuracy or completeness thereof. Beneficial Owners should confirm the following with DTC or the Participants (as hereinafter defined).

DTC will act as securities depository for the Certificates. The Certificates will be issued as fully registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Certificates in the principal amount of such maturity and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over two million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at *www.dtcc.com*.

Purchases of Certificates under the DTC system, in Authorized Denominations, must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

When notices are given, they shall be sent by the Bond Registrar to DTC only. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices will be sent to DTC. If less than all of the Certificates are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Certificates unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the state as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distribution and dividend payments on the Certificates will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the state or the Bond Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Bond Registrar or the state, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or any other nominee as may be requested by an authorized representative of DTC) is the responsibility of the state or the Bond Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the Bond Registrar or the state. Under such circumstances, in the event that a successor securities depository is not obtained, new certificates are required to be printed and delivered.

The state may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates will be printed and delivered.

APPENDIX F

MUNICIPAL INSURANCE POLICY SPECIMEN

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XL CAPITAL ASSURANCE

1221 Avenue of the Americas
New York, New York 10020
Telephone: (212) 478-3400

MUNICIPAL BOND INSURANCE POLICY

ISSUER: [ ] **Policy No:** [ ]

BONDS: [ ] **Effective Date:** [ ]

XL Capital Assurance Inc. (XLCA), a New York stock insurance company, in consideration of the payment of the premium and subject to the terms of this Policy (which includes each endorsement attached hereto), hereby agrees unconditionally and irrevocably to pay to the trustee (the "Trustee") or the paying agent (the "Paying Agent") (as set forth in the documentation providing for the issuance of and securing the Bonds) for the benefit of the Owners of the Bonds or, at the election of XLCA, to each Owner, that portion of the principal and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment.

XLCA will pay such amounts to or for the benefit of the Owners on the later of the day on which such principal and interest becomes Due for Payment or one (1) Business Day following the Business Day on which XLCA shall have received Notice of Nonpayment (provided that Notice will be deemed received on a given Business Day if it is received prior to 10:00 a.m. New York time on such Business Day; otherwise it will be deemed received on the next Business Day), but only upon receipt by XLCA, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of the principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in XLCA. Upon such disbursement, XLCA shall become the owner of the Bond, any appurtenant coupon to the Bond or the right to receipt of payment of principal and interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under the Bond, to the extent of any payment by XLCA hereunder. Payment by XLCA to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of XLCA under this Policy.

In the event the Trustee or Paying Agent has notice that any payment of principal or interest on a Bond which has become Due for Payment and which is made to an Owner by or on behalf of the Issuer of the Bonds has been recovered from the Owner pursuant to a final judgment by a court of competent jurisdiction that such payment constitutes an avoidable preference to such Owner within the meaning of any applicable bankruptcy law, such Owner will be entitled to payment from XLCA to the extent of such recovery if sufficient funds are not otherwise available.

The following terms shall have the meanings specified for all purposes of this Policy, except to the extent such terms are expressly modified by an endorsement to this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent are authorized or required by law or executive order to remain closed. "Due for Payment", when referring to the principal of Bonds, is when the stated maturity date or a mandatory redemption date for the application of a required sinking fund installment has been reached and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by application of required sinking fund installments), acceleration or other advancement of maturity, unless XLCA shall elect, in its sole discretion, to pay such principal due upon such acceleration; and, when referring to interest on the Bonds, is when the stated date for payment of interest has been reached. "Nonpayment" means the failure of the Issuer to have provided sufficient funds to the Trustee or Paying Agent for payment in full of all principal and interest on the Bonds which are Due for Payment. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from an Owner, the Trustee or the Paying Agent to XLCA which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

SPECIMEN

XLCA may, by giving written notice to the Trustee and the Paying Agent, appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy. From and after the date of receipt by the Trustee and the Paying Agent of such notice, which shall specify the name and notice address of the Insurer's Fiscal Agent, (a) copies of all notices required to be delivered to XLCA pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to XCLA and shall not be deemed received until received by both and (b) all payments required to be made by XLCA under this Policy may be made directly by XLCA or by the Insurer's Fiscal Agent on behalf of XLCA. The Insurer's Fiscal Agent is the agent of XLCA only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of XLCA to deposit or cause to be deposited sufficient funds to make payments due hereunder.

Except to the extent expressly modified by an endorsement hereto, (a) this Policy is non-cancelable by XLCA, and (b) the Premium on this Policy is not refundable for any reason. This Policy does not insure against loss of any prepayment or other acceleration payment which at any time may become due in respect of any Bond, other than at the sole option of XLCA, nor against any risk other than Nonpayment. This Policy sets forth the full undertaking of XLCA and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto.

THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, XLCA has caused this Policy to be executed on its behalf by its duly authorized officers.

Name:	Name:
Title:	Title:

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