

**Third Amendment to Amended and Restated Liquidity Agreement Dated August 29, 2016  
Relating to the Texas Public Finance Authority State of Texas  
General Obligation Commercial Paper Notes,  
(Cancer Prevention and Research Institute of Texas Project),  
Series A (Taxable) and Series B (Tax-Exempt)**

This Third Amendment to the Amended and Restated Liquidity Agreement dated August 29, 2016, for the Texas Public Finance Authority State of Texas General Obligation Commercial Paper Notes, (Cancer Prevention and Research Institute of Texas Project), Series A (Taxable) and Series B (Tax-Exempt) (the “Third Amendment”) is executed by and between the Texas Public Finance Authority (the “Authority”) and the Texas Comptroller of Public Accounts (the “Liquidity Provider”).

**RECITALS:**

WHEREAS, the Authority entered into an Amended and Restated Liquidity Agreement with the Liquidity Provider dated as of August 29, 2016, (the “Liquidity Agreement”) pursuant to which the Liquidity Provider agreed to provide liquidity for those certain Texas Public Finance Authority State of Texas General Obligation Commercial Paper Notes, (Cancer Prevention and Research Institute of Texas Project), Series A (Taxable) and Series B (Tax-Exempt) (the “Notes”) issued from time to time pursuant to a resolution of the Authority titled, “A Resolution Approving and Authorizing the Execution and Delivery of an Amended and Restated Liquidity Agreement and Other Related Matters” adopted by the Board of Directors of the Authority on February 11, 2016, and such Resolution may from time to time be amended, modified or supplemented with the consent of the Liquidity Provider; and

WHEREAS, the Liquidity Agreement was amended by a First Amendment to the Amended and Restated Liquidity Agreement, effective September 1, 2017, extending the term of the Agreement to August 31, 2019; decreasing the amount of the Commitment from \$300,000,000 to \$285,000,000; and amending the terms “Final Date,” and “Commitment” (the “First Amendment”); and

WHEREAS, the Agreement was amended by a Second Amendment to the Amended and Restated Liquidity Agreement, effective September 1, 2019, extending the term of the Agreement to August 31, 2021; decreasing the amount of the Commitment from \$285,000,000 to \$250,000,000; and amending the terms “Final Date,” and “Commitment” (the “Second Amendment”); and

WHEREAS, pursuant to Sections 3.E and 11.G of the Agreement, the Authority has requested and the Liquidity Provider has agreed to increase the amount of the Commitment from \$250,000,000 to \$350,000,000, subject to the remaining terms and conditions of the Agreement; and

WHEREAS, the parties hereto desire to update certain contact information set forth in the Agreement and to make corresponding changes to Exhibits A through E of the Agreement;

NOW THEREFORE, in consideration of the mutual covenants, agreements and representations set forth herein, the parties hereto agree as follows (all capitalized terms not defined in this Third Amendment shall have the same meaning as set forth in the Agreement):

1. The Agreement is hereby amended as follows:

a. The definition of the term "Commitment" in Section 1 shall be struck in its entirety and replaced with the following:

"Commitment" means \$350,000,000, plus 270 days interest thereon at the Maximum Interest Rate per annum, on an actual/365 (or 366) day year basis, subject to reduction from time to time pursuant to Subsection 3.A, Subsection 3.E or Section 10 and reinstatement in accordance with Subsection 3.A.

b. Section 3.B (Manner of Request) shall be struck in its entirety and replaced with the following:

B. Manner of Request. The Authority shall first verbally notify or cause the Issuing and Paying Agent to verbally notify the Liquidity Provider of the need for funds to purchase unsold Notes as soon as the potential need is identified, by calling **(512) 463-5909**. The Authority shall then notify or cause the Issuing and Paying Agent to notify the Liquidity Provider of the need to purchase unsold Notes by delivering, in accordance with Section 11.A and by e-mail to the Liquidity Provider at [cpa.notice.of.draw@cpa.texas.gov](mailto:cpa.notice.of.draw@cpa.texas.gov), not later than 12:00 p.m. (New York City time) on the date such unsold Notes are required, a Notice of Draw (substantially in the form attached as Exhibit B). Each such Notice of Draw shall specify the amount and date of the draw required from the Liquidity Provider for the purchase of Notes. Upon receipt of the written Notice of Draw in the form attached as Exhibit B, the Liquidity Provider will provide Depository Trust Company ("DTC") settling instructions. A duly completed and executed Notice of Draw received after 12:00 p.m. (New York City time) on a Business Day shall be considered to have been delivered on the next Business Day and the Liquidity Provider shall provide funds as described below in Section 2.C below on the next Business Day.

c. Section 11.A (Notices) shall be struck in its entirety and replaced with the following:

- A. Notices. Except where otherwise expressly provided herein, all notices, requests, consents, instructions, rescissions and other communications provided for hereunder shall (i) be in writing and sent by electronic means (*e.g.*, by “e-mail”) or facsimile; (ii) be followed by a copy (a) sent by registered or certified mail, postage prepaid, return receipt requested or (b) delivered by hand; and (iii) be given to the Person to whom addressed at the following respective addresses, e-mail addresses and facsimile numbers:

If to the Liquidity Provider, at:

Texas Comptroller of Public Accounts  
c/o Texas Treasury Safekeeping Trust Company  
208 East 10th Street, 4th Floor  
Austin, Texas 78701  
Attention: Chief Investment Officer  
Telephone: (512) 463-5909  
Facsimile: (512) 463-6040  
E-mail: [Ruchit.Shah@ttstc.texas.gov](mailto:Ruchit.Shah@ttstc.texas.gov)

AND

Texas Comptroller of Public Accounts  
c/o Treasury Operations Division  
208 East 10th Street, Suite 239  
Austin, Texas 78701  
Attention: Public Finance Manager  
Telephone: (512) 463-6369  
Facsimile: (512) 463-6024  
E-mail: [Piper.Montemayor@cpa.texas.gov](mailto:Piper.Montemayor@cpa.texas.gov)

**NOTICES OF DRAW: send e-mail to [cpa.notice.of.draw@cpa.texas.gov](mailto:cpa.notice.of.draw@cpa.texas.gov)**

If to the Authority, at:

Texas Public Finance Authority  
William P. Clements Building  
300 West 15th Street, Suite 411  
Austin, Texas 78701  
Attention: Executive Director  
Telephone: (512) 463-5544  
Facsimile: (512) 463-5501  
E-mail: [bondteam@tpfa.texas.gov](mailto:bondteam@tpfa.texas.gov)

If to the Issuing and Paying Agent, at:

U. S. Bank National Association

100 Wall Street, Suite 1600  
New York, New York 10005  
Attention: Global Corporate Trust Services  
Telephone: (212) 361-6151  
Facsimile: (212) 361-6153  
E-mail: [mml.processing@usbank.com](mailto:mml.processing@usbank.com)

Notices and other communications hereunder may be addressed to such other address, e-mail address, or facsimile number as the addressee may hereafter specify for such purpose in a notice to the other party hereto specifically captioned "Notice of Change of Address Pursuant to Subsection 11.A." Notices and other communications shall be effective when such communication is transmitted and the appropriate answer back is received or receipt is otherwise acknowledged, provided that a Notice of Draw will be effective only upon actual receipt thereof by the Liquidity Provider.

- d. Exhibits A, B, C, D, and E attached to the Agreement are struck in their entirety and replaced with Exhibits A, B, C, D, and E, respectively, attached to this Third Amendment.
2. In order to induce the Liquidity Provider to consent to, and to enter into this Third Amendment, the Authority makes the following representations and warranties to the Liquidity Provider:
- a. No Default or Event of Default has occurred under the terms of the Agreement or the Transaction Documents and the Authority is in full compliance with all of the terms, conditions and requirements thereof.
  - b. Except as set forth in the First Amendment and Second Amendment, the Commitment as stated in the Agreement has not been reduced pursuant to Sections 3.A. or 3.E. thereof.
  - c. The aggregate Maturity Value of the Notes Outstanding as of the date hereof is \$248,025,000.
  - d. All of the conditions precedent set forth in Section 5.C. of the Agreement were met at the time of the issuance of each of the Outstanding Notes.
  - e. No Notice of Draw under Section 3.B of the Agreement has been given to the Liquidity Provider by the Authority or by the Issuing and Paying Agent on its behalf.
  - f. The Authority has notified the Liquidity Provider of all substitutions or changes in either the Issuing and Paying Agent or the Dealer as named in the Resolution. The current Issuing and Paying Agent and Dealer under the Resolution are as follows:

Issuing and Paying Agent: U.S. Bank National Association  
Dealer: Barclays Capital and Jefferies L.L.C.

- g. The Authority has paid all fees required to be paid by it under the terms of the Agreement and invoiced through the date hereof.
  - h. The representations and warranties of the Authority as set forth in Section 6 of the Agreement were true and correct when made, and the Authority hereby makes all of the representations and warranties contained in said Section 6 as of the date hereof and with respect to the execution and delivery of this Third Amendment so that references to the Agreement in said section shall refer to this Third Amendment as well as the Agreement.
  - i. The Authority has complied fully with all of the Affirmative Covenants set forth in Section 7 of the Agreement through the date of the execution of this Third Amendment and will continue to comply therewith, and the Authority has not violated any of the Negative Covenants set forth in Section 8 of the Agreement.
  - j. The Transaction Documents, except as amended and restated or modified as stated herein, have not been amended or modified nor have any of the terms or provisions been waived or released.
3. The Authority and the Liquidity Provider agree that, except as amended or modified by this Third Amendment, the Second Amendment and the First Amendment, the Agreement has not been amended and/or modified, nor have any of the terms or provisions contained therein been waived or released, and the parties hereto do hereby ratify, adopt and confirm all of the terms, provisions and agreements set forth in the Agreement as amended by the First Amendment, the Second Amendment and this Third Amendment, and agree that the same are and shall remain in full force and effect.
4. This Third Amendment to the Amended and Restated Liquidity Agreement is dated and effective as of the date when signed by the Texas Comptroller of Public Accounts as Liquidity Provider, as evidenced below.

[SIGNATURE PAGES FOLLOW]

**SIGNATORIES:**

The undersigned signatories represent and warrant that they have full authority to enter into this Third Amendment on behalf of the respective parties named below. This Third Amendment may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Third Amendment.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

“Liquidity Provider”

By:           *Lisa Craven*            
          Lisa Craven  
          Deputy Comptroller

Date: March 25, 2020

TEXAS PUBLIC FINANCE AUTHORITY

“Authority”

By: \_\_\_\_\_  
          Lee Deviney  
          Executive Director

Date: \_\_\_\_\_

**SIGNATORIES:**

The undersigned signatories represent and warrant that they have full authority to enter into this Third Amendment on behalf of the respective parties named below. This Third Amendment may be executed in one or more counterparts, each of which is an original, and all of which constitute only one agreement between the parties.

IN WITNESS WHEREOF, the parties have executed this Third Amendment.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

“Liquidity Provider”

By: \_\_\_\_\_  
Lisa Craven  
Deputy Comptroller

Date: \_\_\_\_\_

TEXAS PUBLIC FINANCE AUTHORITY

“Authority”

By: Lee Deviney  
Lee Deviney  
Executive Director

Date: 3/25/2020

ATTACHMENT:

- EXHIBIT A - Form of Notice of Issuance
- EXHIBIT B - Form of Notice of Draw
- EXHIBIT C - Form of No Issuance Notice
- EXHIBIT D - Form of No Default Certificate
- EXHIBIT E - Form of Compliance Certificate



EXHIBIT A

FORM OF NOTICE OF ISSUANCE

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

c/o Texas Treasury Safekeeping Trust Company

208 East 10th Street, 4th Floor

Austin, Texas 78701

Attention: Chief Investment Officer

Telephone: (512) 463-5909

Facsimile: (512) 463-6040

E-mail: [Ruchit.Shah@ttstc.texas.gov](mailto:Ruchit.Shah@ttstc.texas.gov)

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Treasury Operations Division

208 East 10<sup>th</sup> Street, Suite 239

Austin, Texas 78701

Attention: Public Finance Manager

Telephone: (512) 463-6369

Facsimile: (512) 463-6024

E-mail: [Piper.Montemayor@cpa.texas.gov](mailto:Piper.Montemayor@cpa.texas.gov)

Attention: CHIEF INVESTMENT OFFICER, Texas Treasury Safekeeping Trust Company  
PUBLIC FINANCE MANAGER, Treasury Operations Division

Re: Notice of Issuance

Pursuant to Subsection 2.B of the Amended and Restated Liquidity Agreement dated as of August 29, 2016 (the "Agreement") between the Texas Public Finance Authority (the "Authority") and the Texas Comptroller of Public Accounts (the "Liquidity Provider"), we hereby give you notice that on the date hereof we have issued the following Texas Public Finance Authority General Obligation Commercial Paper Notes, Series A (Taxable) and Series B (Tax-Exempt) (collectively the "Notes"):

<u>ISSUE</u> <u>DATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>PRINCIPAL</u> <u>AMOUNT</u>	<u>INTEREST</u> <u>RATE</u>	<u>NEW ISSUE/</u> <u>ROLL</u>
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Capitalized terms used herein and not defined shall have the respective meanings given to them in the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TEXAS PUBLIC FINANCE AUTHORITY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT B

FORM OF NOTICE OF DRAW

**SEND VIA E-MAIL to Texas Comptroller of Public Accounts at:**  
[cpa.notice.of.draw@cpa.texas.gov](mailto:cpa.notice.of.draw@cpa.texas.gov)

And

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
c/o Texas Treasury Safekeeping Trust Company  
208 East 10th Street, 4th Floor  
Austin, Texas 78701  
Attention: Chief Investment Officer  
Telephone: (512) 463-5909  
Facsimile: (512) 463-6040

And

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS  
c/o Treasury Operations Division  
208 East 10<sup>th</sup> Street, Room 239  
Austin, Texas 78701  
Attention: Public Finance Manager  
Telephone: (512) 463-6369  
Facsimile: (512) 463-6024

Attention: CHIEF INVESTMENT OFFICER, Texas Treasury Safekeeping Trust Company  
PUBLIC FINANCE MANAGER, Treasury Operations Division

Re: Notice of Draw

Pursuant to Subsection 3.B of the Amended and Restated Liquidity Agreement dated as of August 29, 2016 (the "Agreement") between the Texas Public Finance Authority (the "Authority") and the Texas Comptroller of Public Accounts (the "Liquidity Provider"), we hereby give you irrevocable notice that we request funds to purchase unsold Texas Public Finance Authority General Obligation Commercial Paper Notes, Series A (Taxable) and Series B (Tax-Exempt) (collectively the "Notes") as follows:

1. Amount of Draw: \$ \_\_\_\_\_
2. Date of Draw: \_\_\_\_\_, 20\_\_

3. Maturity Date of Note(s) to be purchased by Liquidity Provider: \_\_\_\_\_.
4. The proceeds of such Draw will be used as follows: \_\_\_\_\_  
\_\_\_\_\_.
5. Payment of the Draw herein requested should be made as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

We hereby represent and warrant that all conditions to the disbursement of funds and purchase of notes described in Section 5.B of the Agreement have been or will be satisfied on the date such Draw is made.

Capitalized terms used herein and not defined shall have the respective meanings given to them in the Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

[To be executed by either of the following parties pursuant to Section 3.B.]

TEXAS PUBLIC FINANCE AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

OR

ISSUING AND PAYING AGENT:

[NAME]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT C

FORM OF NO ISSUANCE NOTICE

Dated: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Re: Amended and Restated Liquidity Agreement between the Texas Public Finance Authority (the "Authority") and the Texas Comptroller of Public Accounts (the "Liquidity Provider") dated as of August 29, 2016.

Pursuant to Section 5 of that certain Issuing and Paying Agency Agreement between you and the Texas Public Finance Authority dated as of September 1, 2010, (the "Issuing and Paying Agency Agreement") and Subsection 2.D of the Amended and Restated Liquidity Agreement entered into in connection with the issuance by the Authority of its Texas Public Finance Authority General Obligation Commercial Paper Notes, Series A (Taxable) and Series B (Tax-Exempt) (collectively the "Notes"), you are hereby notified that the Liquidity Provider has determined that the conditions precedent to the issuance of Notes are not satisfied.

Upon receipt of this notice, no new Notes shall be authenticated; provided, however, that the foregoing notice shall not prohibit you from issuing Notes authenticated prior to receipt of this notice. This notice shall become effective upon your receipt hereof and shall remain effective unless and until notification from the Liquidity Provider to you that the conditions precedent to the issuance of Notes by the Authority have been satisfied and that this notice is rescinded.

Very truly yours,

TEXAS COMPTROLLER OF PUBLIC  
ACCOUNTS, as Liquidity Provider

By: \_\_\_\_\_  
Lisa Craven  
Deputy Comptroller

cc: Texas Public Finance Authority

EXHIBIT D

FORM OF NO DEFAULT CERTIFICATE

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

c/o Texas Treasury Safekeeping Trust Company

208 East 10th Street, 4th Floor

Austin, Texas 78701

Attention: Chief Investment Officer

Telephone: (512) 463-5909

Facsimile: (512) 463-6040

Email: [Ruchit.Shah@ttstc.texas.gov](mailto:Ruchit.Shah@ttstc.texas.gov)

And

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

c/o Treasury Operations Division

209 East 10<sup>th</sup> Street, Suite 239

Austin, Texas 78701

Attention: Public Finance Manager

Telephone: (512) 463-6369

Facsimile: (512) 463-6024

Email: [Piper.Montemayor@cpa.texas.gov](mailto:Piper.Montemayor@cpa.texas.gov)

Attention: CHIEF INVESTMENT OFFICER, Texas Treasury Safekeeping Trust Company  
PUBLIC FINANCE MANAGER, Treasury Operations Division

Re: Amended and Restated Liquidity Agreement (the "Agreement") dated as of August 29, 2016 by and between the Authority (as defined below) and the Texas Comptroller of Public Accounts (the "Liquidity Provider")

The undersigned, on behalf of the Texas Public Finance Authority, a public authority and body politic and corporate of the State of Texas (the "Authority"), does hereby certify to the Liquidity Provider, that:

CHOOSE ONE:

\_\_\_\_\_  
\_\_\_\_\_

No Default (as defined in the Agreement) has occurred and is continuing

A Default (as defined in the Agreement) has occurred and is continuing. The Default is described as follows (include reference to appropriate section of the Agreement):

With respect to such Default, the Authority will take the following action:

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Authorized Officer

EXHIBIT E

FORM OF COMPLIANCE CERTIFICATE

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

c/o Texas Treasury Safekeeping Trust Company

208 East 10th Street, 4th Floor

Austin, Texas 78701

Attention: Chief Investment Officer

Telephone: (512) 463-5909

Facsimile: (512) 463-6040

Email: [Ruchit.Shah@ttstc.texas.gov](mailto:Ruchit.Shah@ttstc.texas.gov)

And

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

c/o Treasury Operations Division

209 East 10<sup>th</sup> Street, Suite 239

Austin, Texas 78701

Attention: Public Finance Manager

Telephone: (512) 463-6369

Facsimile: (512) 463-6024

Email: [Piper.Montemayor@cpa.texas.gov](mailto:Piper.Montemayor@cpa.texas.gov)

Attention: CHIEF INVESTMENT OFFICER, Texas Treasury Safekeeping Trust Company  
PUBLIC FINANCE MANAGER, Treasury Operations Division

Re: Amended and Restated Liquidity Agreement (the "Agreement") dated as of August 29, 2016 by and between the Authority (as defined below) and the Comptroller of Public Accounts of the State of Texas (the "Liquidity Provider")

The undersigned, on behalf of the Texas Public Finance Authority, a public authority and body politic and corporate of the State of Texas (the "Authority"), does hereby certify to the Liquidity Provider, that:

(a) The attached Program Reports have been prepared by the Authority and are materially true and correct as of \_\_\_\_\_ [date] (if requested by the Liquidity Provider).

(b) The representations and warranties of the contained in the Agreement and otherwise made in writing by or on behalf of the Authority pursuant to the Agreements were true and correct when made, and are repeated at and as of the time of delivery hereof and are true and correct at and as of the time of delivery hereof.

(c) The Authority has performed and complied with all agreements and conditions contained in the Agreement required to be performed or complied with by it prior to or at the time of delivery hereof.

(d) No change has occurred, either in any case or in the aggregate, in the condition, financial or otherwise, of the Authority which would constitute a Material Adverse Change (as defined in the Agreement), except as follows: [LIST ANY MATERIAL ADVERSE CHANGE]

(e) No Default or Event of Default has occurred or is occurring under the Agreement. [List any defaults]

Capitalized terms used herein and not defined shall have the respective meanings given to them in the Agreement. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TEXAS PUBLIC FINANCE AUTHORITY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_