

OFFERING MEMORANDUM

Dated August 29, 2016

Book-Entry-Only

Ratings:
Moody's: P-1
Standard & Poor's: A-1+
Fitch: F1+

TEXAS PUBLIC FINANCE AUTHORITY STATE OF TEXAS GENERAL OBLIGATION COMMERCIAL PAPER NOTES SERIES 2008

The Notes are being issued by the Texas Public Finance Authority (the "Authority") pursuant to the Texas Constitution and other statutory and regulatory authorities, including, but not limited to, Article III, Section 50-g of the Texas Constitution (the "Constitutional Provision"), Chapters 1232 and 1371, Texas Government Code, as amended, and Part 10, Title 34, Texas Administrative Code (collectively, the "Act" and, together with the Constitutional Provision, the "Authorizing Law"), and a resolution adopted by the Board of Directors of the Authority on March 6, 2008 (together with any amendments or supplements thereto, referred to herein as the "Resolution"). The Notes are authorized by the Resolution in the aggregate principal amount of \$1,000,000,000, provided that the Notes shall not be outstanding in an amount greater than the commitment under the Liquidity Agreements (as defined herein). The Notes constitute direct and general obligations of the State of Texas (the "State"). See "THE NOTES - Payment and Security."

The Comptroller of Public Accounts of the State (in such capacity, the "Liquidity Provider") has agreed, pursuant to a liquidity agreement (the "Liquidity Agreement"), to purchase any Notes that are not otherwise refunded or paid by the State upon their maturity. The commitment under the Liquidity Agreement is equal to \$235,000,000 plus 270 days of interest at the Maximum Interest Rate (currently 10%), on an actual/365 (or 366) day year basis. See "THE NOTES - Liquidity Facility".

In the opinion of Andrews Kurth LLP ("Prior Counsel") issued in connection with the original delivery of the Notes (the "Original Opinion"), interest on the Notes is excludable from gross income for federal income tax purposes. See "TAX MATTERS" and Appendix B hereto. Bracewell LLP, Houston, Texas, Bond Counsel to the Authority ("Bond Counsel"), will render an opinion that the substitution of the Liquidity Agreement for the prior liquidity facility will not in and of itself adversely affect the federal tax treatment of the Notes. See "TAX MATTERS" and Appendix C. The Notes are exempt from registration under Section 3(a)(2) of the Securities Act of 1933, as amended.

GOLDMAN, SACHS & CO.
as Dealer

INFORMATION CONCERNING THE OFFER

Goldman, Sachs & Co. serves as the dealer (the “Dealer”) for the Texas Public Finance Authority State of Texas General Obligation Commercial Paper Notes, Series 2008 (the “Notes”) offered or to be offered hereby.

No dealer, broker or other person has been authorized to give any information or to make any representation other than as contained in this Offering Memorandum or the other information incorporated herein by reference, and if given or made, such other information or representation must not be relied upon as having been authorized.

This Offering Memorandum does not constitute an offer to sell or a solicitation of an offer to buy any securities other than the Notes offered hereby, nor shall there be any offer or solicitation of such offer or sale of the Notes, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

This Offering Memorandum (including the information relating to the Authority and the State of Texas (the “State”) and other information incorporated herein by reference) has been prepared from information furnished by the Authority or the State, and has been reviewed and approved by the Authority or the Comptroller of Public Accounts of the State (the “Comptroller”) on behalf of the State, and such information is believed to be reliable. No representation is made as to either the accuracy or completeness of the information herein (including the information incorporated herein by reference). Neither the delivery of this Offering Memorandum nor the sale of any of the Notes implies that the information herein (including the information incorporated herein by reference) is correct as of any time subsequent to the date hereof. The summaries of and references to documents, statutes and agreements in this Offering Memorandum (including the information incorporated herein by reference) do not purport to be complete, comprehensive or definitive, and are qualified by reference to the complete text of each such document, statute or agreement. Copies of such documents, statutes and agreements may be obtained without charge by contacting the Texas Public Finance Authority, 300 West 15th Street, Suite 411, Austin, Texas 78701.

The information concerning the Authority and the State contained in this Offering Memorandum does not purport to cover all aspects of the Authority's and the State's operations and financial position. During the period of the offering of the Notes, reference is made to the Authority's most recent Official Statement for its general obligation bonds, the most recent State comprehensive annual financial report and updated State financial information and operating data of the general type provided by the Comptroller of Public Accounts of the State (the "Comptroller") in the quarterly disclosure bond appendix used in state agency offerings (herein referred to as “Appendix A”). This information is made available to the Municipal Securities Rulemaking Board (“MSRB”) or may be obtained by contacting the Texas Public Finance Authority, 300 West 15th Street, Suite 411, Austin, Texas 78701. The current Appendix A is available via the Internet at <http://comptroller.texas.gov/treasops/bond-appendix.php>.

The Dealer has provided the following sentence for inclusion in this Offering Memorandum. The Dealer has reviewed the information in this Offering Memorandum in accordance with, and as part of, its responsibilities to investors under the federal securities law as applied to the facts and circumstances of this transaction, but the Dealer does not guarantee the accuracy or completeness of such information.

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**TEXAS PUBLIC FINANCE AUTHORITY STATE OF TEXAS
GENERAL OBLIGATION COMMERCIAL PAPER NOTES SERIES 2008**

OFFERING

Goldman Sachs & Co., as Dealer, is soliciting on behalf of the Texas Public Finance Authority (the “Authority”) purchasers for the Authority’s commercial paper notes styled “Texas Public Finance Authority State of Texas General Obligation Commercial Paper Notes, Series 2008” (the “Notes”). The aggregate principal amount of Notes authorized to be issued under the Resolution shall not exceed \$1,000,000,000; provided, however, that the Notes shall not be outstanding in an amount greater than the commitment under the Liquidity Agreements (hereinafter defined), which is \$235,000,000 plus 270 days of interest at the Maximum Interest Rate (currently 10%), on an actual/365 (or 366) day year basis under the Liquidity Agreement (as hereinafter defined). This offering does not constitute a re-issuance of Notes pursuant to the Constitutional Provision or the Act. The Notes are exempt from registration under Section 3(a)(2) of the Securities Act of 1933, as amended. The interest on the Notes is excludable from the gross income of the owners thereof for federal income tax purposes. See “TAX MATTERS” herein.

THE TEXAS PUBLIC FINANCE AUTHORITY

The Authority is a public authority and body politic and corporate created in 1984 by an act of the Texas Legislature, when the Authority succeeded the Texas Public Building Authority. The purpose of the Authority is to provide financing for the construction or acquisition of facilities and other projects and programs for agencies of the State of Texas (the “State”). The Authority is currently governed by a board of directors (the “Board”) composed of seven members appointed by the Governor of the State with the advice and consent of the State Senate. The Authority employs an Executive Director who is charged with managing the affairs of the Authority, subject to and under the direction of the Board.

Pursuant to Article III of the Texas Constitution, the Texas Public Finance Authority Act, Chapter 1232, Texas Government Code, as amended, and Chapters 1371, 1401 and 1403, Texas Government Code, as amended, the Authority issues general obligation bonds and revenue bonds for designated State agencies (including certain institutions of higher education). In addition, the Authority currently administers four commercial paper programs, namely the Master Lease Purchase Program, which is primarily for financing equipment acquisitions through a revenue commercial paper program; the General Obligation Commercial Paper Program, Series 2008 for certain general state government construction projects (the program under which the Notes are issued); and the General Obligation Commercial Paper Program (Cancer Prevention and Research Institute of Texas Project), Series A (Taxable) and Series B (Tax-Exempt) to fund operations and grants for the Cancer Prevention and Research Institute of Texas and the Revenue Commercial Paper Program, (Texas Facilities Commission Projects) to finance the acquisition of facilities and equipment for agencies of the State of Texas, including Texas Facilities Commission.

THE NOTES

The Notes are authorized pursuant to the Authorizing Law and the Resolution. Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Resolution.

The Notes shall be issued in fully registered form and will mature in not more than 270 days from the date of issue and will pay par plus accrued interest at maturity. The Notes will be issued as fully registered securities registered in the name of Cede & Co., as the nominee of The Depository Trust Company (“DTC”), as further described herein under “THE NOTES - Book-Entry-Only System”. The principal of and interest on the Notes will be payable at the office of U.S. Bank National Association, as the Issuing and Paying Agent (the “Issuing and Paying Agent”); provided, however, that so long as Cede & Co. (or other DTC nominee) is the registered owner of the Notes, all payments on the Notes will be made as described under “THE NOTES - Book-Entry-Only System” herein. Interest on the Notes is payable on an actual/365 (or 366, if applicable) basis. Pursuant to the Resolution, the interest rate borne by the Notes may not exceed the Maximum Interest Rate (defined below), which currently is 10%. The Notes will be offered in denominations of \$100,000 and integral multiples of \$5,000 thereafter. By acceptance of a Note, the purchaser thereof agrees that any transfer of such Note may be made only to the Issuing and Paying Agent or through the Issuing and Paying Agent to a purchaser whose purchase is recorded by the Issuing and Paying Agent

“Maximum Interest Rate” means the lesser of (i) the maximum net effective interest rate allowable under Chapter 1204, Texas Government Code, as amended, which is currently 15% or (ii) such lesser annual rate as shall be from time to time authorized by the Authority, which is currently 10%.

Use of Proceeds

Proceeds of the sale of the Notes will be used to (i) finance maintenance, improvement, repair, construction and equipment acquisition projects for State agencies and (ii) pay, renew, refinance, or refund the Notes.

Payment and Security

The Notes are general obligations of the State. The principal and interest to be paid on each Note will be paid from and is secured by the funds that become available for payment of the Notes pursuant to the Constitutional Provision. The following excerpt from the Constitutional Provision is applicable to the Notes:

While any of the bonds or interest on the bonds authorized by this section is outstanding and unpaid, from the first money coming into the state treasury in each fiscal year not otherwise appropriated by this constitution, an amount sufficient to pay the principal and interest on bonds that mature or become due during the fiscal year and to make payments that become due under a related credit agreement during the fiscal year is appropriated, less the amount in the sinking fund at the close of the previous fiscal year.

Issuing and Paying Agent

The Issuing and Paying Agent for the Notes is U.S. Bank National Association. In the Resolution, the Authority retains the right to replace the Issuing and Paying Agent. The Authority covenants to maintain and provide an Issuing and Paying Agent at all times while any Notes are outstanding, and any successor Issuing and Paying Agent shall be a bank or trust company or other entity that (i) is authorized under law to exercise trust powers and perform the duties and functions of Issuing and Paying Agent for the Notes and (ii) is subject to supervision or examination by a federal or state governmental authority with jurisdiction over financial institutions. Promptly upon each change in the entity serving as Issuing and Paying Agent, the Authority will cause written notice of such change to be provided to DTC (or a successor securities depository), which notice shall state the effective date of such change and the name and mailing address of the replacement Issuing and Paying Agent.

Liquidity Facility

The Comptroller of Public Accounts of the State of Texas (in such capacity, the “Liquidity Provider”) and the Authority have entered into a Liquidity Agreement dated as of August 29, 2016 (the “Liquidity Agreement”) under Section 404.024 of the Texas Government Code, as amended, pursuant to which the Liquidity Provider will purchase all maturing Notes, up to a maximum principal commitment of \$235,000,000 that are not otherwise refunded or paid by the State. The Liquidity Provider’s commitment to purchase maturing Notes as necessary expires the earlier of (a) August 31, 2017, or (b) such earlier date upon which the whole of the Commitment is terminated pursuant to the terms of the Liquidity Agreement or (c) this Agreement and the Liquidity Provider are replaced by an alternate liquidity agreement and an Alternate Liquidity Provider. The Liquidity Agreement may be renewed at the sole and exclusive discretion of the Liquidity Provider for additional terms not to exceed the state fiscal biennium with written request of the Authority for renewal at least ninety days before the Liquidity Agreement’s expiration date. The Authority has agreed to not issue any Notes that mature later than the expiration date of the Liquidity Agreement. Capitalized terms used in this section and not otherwise defined shall have the meanings ascribed to such terms in the Liquidity Agreement. A copy of the Liquidity Agreement may be found on the Authority’s website at <http://www.tpfa.state.tx.us/variabletrate.aspx>.

Reduction of the Commitment... The Authority may, upon not less than three Business Days’ prior written notice to the Liquidity Provider, reduce all or any portion of the unused Commitment, provided that (i) any partial reduction of the Commitment must be in the minimum amount of \$1,000,000 and in integral multiples of \$1,000,000 in excess thereof, and (ii) no such reduction shall result in the Commitment being less than the sum of the maturity of all Notes outstanding at such time. The Authority shall promptly give the Dealer and the Issuing and Paying Agent notice of any such reduction of the Commitment, which notice shall specify the effective date and the amount of any such reduction and shall be irrevocable once given and effective only upon receipt by the Liquidity Provider. Once terminated or reduced, the Commitment may not be increased or reinstated except by an amendment to the Liquidity Agreement.

Events of Default... The Liquidity Agreement provides that the following events constitute Events of Default thereunder:

(i) Any interest owed on any Notes purchased by the Liquidity Provider pursuant to the Liquidity Agreement is not paid when due;

(ii) The Authority fails to pay fees, expenses or other amounts payable by it to the Liquidity Provider after receipt of ninety days written notice from the Liquidity Provider that the payment is past due (except as provided in (i) above);

(iii) (1) The Authority (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or of all or of a substantial part of its property or assets, (ii) admits in writing its inability to pay its debts as they become due or declares a moratorium for the repayment of its Debt, (iii) makes a general assignment for the benefit of creditors, (iv) commences a voluntary case under the Bankruptcy Code (as now or hereafter in effect), (v) files a petition seeking to take advantage of any other laws relating to bankruptcy, insolvency, reorganization, liquidation, winding-up or composition or adjustment of debts, or (vi) takes any action for the purpose of effecting any of the acts set forth in clauses (i) through (v) of this subsection (iii); or (2) either (i) a case or other proceeding shall be commenced against the Authority and shall remain undismissed for a period of sixty (60) days seeking liquidation, conservation, dissolution, rehabilitation, conservatorship, reorganization or the winding up of its affairs or other relief with respect to it or its debts under any insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, assignee, liquidator, rehabilitator, conservator, custodian, sequestrator or other similar official of it or any substantial part of its property, or (ii) an order shall be entered in any such proceeding granting the relief sought in such proceeding;

(iv) The State or any other governmental entity having jurisdiction over the Authority imposes a debt moratorium, debt restructuring, or other comparable extraordinary restriction that results in a restriction on repayment when due and payable of the principal of or interest on the Notes;

(v) The Authority fails to pay when due a final and nonappealable money judgment entered by a court or other regulatory body of competent jurisdiction against the Authority in an amount in excess of \$5,000,000, and enforcement of such judgment continues unstayed and in effect for a period of sixty (60) consecutive days after appropriated funds become available to the Authority;

(vi) The Liquidity Agreement in its entirety for any reason ceases to be valid and binding on the Authority in accordance with its terms, or is declared pursuant to a final judgment by a governmental authority with jurisdiction to be null and void, or the validity or enforceability of the Liquidity Agreement or any of the other Transaction Documents as related to the payment of the Notes is repudiated, rejected or contested through legal procedures by the Authority or a proceeding is commenced by the Authority seeking to establish the invalidity or unenforceability thereof;

(vii) The Authority fails to pay when due and payable (whether at maturity), after giving effect to any applicable grace period, the principal of or interest on any of its Debt on parity or senior to the Notes;

(viii) A breach or failure of performance by the Authority of any covenant, condition or agreement on its part to be observed or performed contained herein and such breach or failure remains uncured for 30 days following notice of such breach, or, if such breach or failure cannot be cured in 30 days and the Authority has commenced curing such breach, then 60 days;

(ix) Any of the Authority's representations or warranties made or deemed made by the Authority herein or in any other Transaction Document or in any statement or certificate at any time given pursuant to the Liquidity Agreement or any other Transaction Document or in connection with the Liquidity Agreement or any other Transaction Document proves at any time to have been false or misleading in any material respect when made, or any such warranty is breached and may have a Material Adverse Change on the Liquidity Provider; or

(x) Any "Event of Default" under the Resolution.

Remedies Upon Event of Default

Notice Event of Default. Under the Liquidity Agreement, upon the occurrence of any Event of Default described above, the Liquidity Provider may, by written notice to the Authority and the Issuing and Paying Agent, take one or more of the following actions:

- (i) give a No Issuance Notice;
- (ii) reduce the Commitment to the then outstanding amount of the Notes;
- (iii) declare all amounts payable by the Authority to the Liquidity Provider under the Liquidity Agreement to be forthwith due and payable, whereupon such amounts shall immediately become due and payable, without presentment, demand, protest or any other notice of any kind, all of which are expressly waived hereby; and/or
- (iv) pursue any other remedy available to it at law or in equity. Any amount owing under the Liquidity Agreement (whether of principal, interest, fees or otherwise) which is not paid when due shall, to the extent permitted by law, bear interest, payable on demand, at the Default Rate.

Remedy Upon Failure to Pay Judgment or Debt. Notwithstanding the foregoing, upon an Event of Default described in (v) or (vii) above, the Liquidity Provider may provide written notice of termination of the Liquidity Agreement to the Authority and the Issuing and Paying Agent provided that: (a) the Liquidity Agreement may not be terminated prior to the maturity date(s) of any Notes then Outstanding and, (b) the termination of the Liquidity Agreement shall be subject to ninety (90) day extensions as provided in the Liquidity Agreement to allow the Authority to secure a substitute liquidity provider.

No Issuance Notice... In the event the Liquidity Provider delivers a No Issuance Notice pursuant to the provisions of the Liquidity Agreement, upon receipt of such notice, the Issuing and Paying Agent must cease authenticating Notes unless and until such No-Issuance Notice is rescinded by the Liquidity Provider in writing. Such No-Issuance Notice in and of itself will not render the

liquidity facility ineffective with respect to Notes outstanding prior to the issuance of such No-Issuance Notice. The Liquidity Provider is not required to provide funds under the Liquidity Agreement with respect to Notes issued in violation of a No-Issuance Notice. However, no default under the Liquidity Agreement or any other document relating to the Notes will eliminate the obligation of the State to pay the Notes when they mature.

Notice of Liquidity Substitution (Rule 2a-7 Compliance)...The Issuing and Paying Agent shall give notice at least thirty (30) Business Days prior to the provision of any liquidity or credit facility acquired by the Authority as security or payment support for the Notes, or of a change in the identity of any provider of such liquidity or credit facility, to each registered Owner of the Notes at the registered address.

Book-Entry-Only System

This section describes how ownership of the Notes is to be transferred and how the principal of, premium, if any, and interest on the Notes are to be paid to and accredited by DTC while the Notes are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by sources the Authority, Dealer and Financial Advisor believe to be reliable, but the Authority, Dealer and Financial Advisor take no responsibility for the accuracy thereof.

The Authority, the Dealer and the Financial Advisor cannot and do not give any assurance that (1) DTC will distribute payments of debt service on the Notes, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Notes), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the United States Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Notes. The Notes will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee). One fully registered certificate will be issued for each maturity of the Notes in the aggregate principal amount of each such maturity and will be deposited with DTC.

DTC, the world's largest securities 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 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 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 is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. 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 a Standard & Poor’s rating of “AA+.” 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 Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes on DTC’s records. The ownership interest of each actual purchaser of each Note (“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 Notes 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 Notes, except in the event that use of the book-entry system for the Notes is discontinued.

To facilitate subsequent transfers, all Notes 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 Notes with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Notes 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. 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. Beneficial Owners of Notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Notes, such as redemptions, tenders, defaults, and proposed amendments to the Note documents. For example, Beneficial Owners of Notes may wish to ascertain that the nominee holding the Notes for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Notes within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority 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 Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Notes 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 Authority or the Paying Agent/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 Notes 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, the Paying Agent/Registrar, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. All payments on the Notes to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) are the responsibility of the Authority or the Paying Agent/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 Notes at any time by giving reasonable notice to the Authority or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Note certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Note certificates will be printed and delivered to DTC.

Effect of Termination of Book-Entry-Only System... In the event that the Book-Entry-Only System is discontinued, printed Note certificates will be issued to the holders and the Notes will be subject to transfer, exchange and registration provisions as set forth in the Resolution.

Use of Certain Terms in Other Sections of this Offering Memorandum... In reading this Offering Memorandum it should be understood that while the Notes are in the Book-Entry-Only System, references in other sections of this Offering Memorandum to registered owners should be read to include the person for which the Participant acquires an interest in the Notes, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System, and (ii) except as described above, notices that are to be given to registered owners under the Resolution will be given only to DTC.

LITIGATION

There is no litigation, proceeding, inquiry, or investigation pending by or before any court or other governmental authority or entity (or, to the best knowledge of the Authority, threatened) that affects the obligation of the Authority to deliver the Notes or the validity of the Notes.

The State is a party to various legal proceedings relating to its operation and government functions, but unrelated to the Notes or the security for the Notes. See Appendix A.

TAX MATTERS

Bracewell LLP, Houston, Texas, Bond Counsel to the Authority (“Bond Counsel”), will render an opinion that the substitution of the Liquidity Agreement for the prior liquidity facility will not in and of itself adversely affect the federal tax treatment of the Notes.

In the opinion of Andrews Kurth LLP (“Prior Counsel”) issued in connection with the original issuance of the Notes, interest on the Notes is (1) excludable under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), from gross income of the owners thereof for federal income tax purposes and (2) is not includable in the alternative minimum taxable income of individuals or corporations, except as described below.

The foregoing opinions of Prior Counsel are based on the Code and the regulations, rulings and court decisions thereunder in existence on the date of the initial delivery of the Notes. Such authorities are subject to change and any such change could prospectively or retroactively result in the inclusion of the interest on the Notes in gross income of the owners thereof or change the treatment of such interest for purposes of computing alternative minimum taxable income.

In rendering its opinion, Prior Counsel has assumed continuing compliance by the Authority with certain covenants in the Note documents authorizing the issuance of the Notes (the “*Note Documents*”) and has relied on representations by the Authority with respect to matters solely within the knowledge of the Authority, which Prior Counsel has not independently verified. The covenants and representations relate to, among other things, the use of Note proceeds and any facilities financed therewith, the source of repayment of the Notes, the investment of Note proceeds and certain other amounts prior to expenditure, and requirements that excess arbitrage earned on the investment of Note proceeds and certain other amounts be paid periodically to the United States and that the Authority file an information report with the Internal Revenue Service (the “Service”). If the Authority should fail to comply with the covenants in the Note Documents, or if its representations relating to the Notes that are contained in the Note Documents should be determined to be inaccurate or incomplete, interest on the Notes could become taxable from the date of delivery of the Notes, regardless of the date on which the event causing such taxability occurs.

Interest on all tax-exempt obligations, such as the Notes, owned by a corporation (other than an S corporation, a regulated investment company, a real estate investment trust (REIT), a real estate mortgage investment conduit (REMIC) or a financial asset securitization investment trust (FASIT)) will be included in such corporation’s adjusted current earnings for purposes of calculating such corporation’s alternative minimum taxable income. A corporation’s alternative minimum taxable income is the basis on which the alternative minimum tax imposed by the Code is computed.

Except as stated in the first paragraph of this section, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt or accrual of interest on, or acquisition or disposition of the Notes.

Neither Prior Counsel nor Bond Counsel's opinions are a guarantee of a result, but represent their respective legal judgment based upon their respective review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Authority described above. No ruling has been sought from the Service with respect to the matters addressed in the opinions of Prior Counsel, Bond Counsel, or the Authority and Prior Counsel and Bond Counsel's respective opinions are not binding on the Service. The Service has an ongoing program of auditing the tax-exempt status of the interest on municipal obligations. If an audit of the Notes is commenced, under current procedures the Service is likely to treat the Authority as the "taxpayer," and the owners of the Notes may have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Notes, the Authority may have different or conflicting interests from the owners of the Notes. Public awareness of any future audit of the Notes could adversely affect the value and liquidity of the Notes during the pendency of the audit, regardless of its ultimate outcome.

Under the Code, taxpayers are required to provide information on their returns regarding the amount of tax-exempt interest, such as interest on the Notes, received or accrued during the year.

Prospective purchasers of the Notes should be aware that the ownership of tax-exempt obligations, such as the Notes, may result in collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who are deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, taxpayers owning an interest in a FASIT that holds tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. Such prospective purchasers should consult their tax advisors as to the consequences of investing in the Notes.

Prior Counsel's opinion is based on existing law on the date of the initial delivery of the Notes. Such opinion is further based on Prior Counsel's knowledge of facts as of the date of such opinion. Prior Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may thereafter come to Prior Counsel's attention or to reflect any changes in law that may thereafter occur or become effective.

Existing law may change to reduce or eliminate the benefit to bondholders of the exclusion of interest on the Notes from gross income for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Notes. Prospective purchasers of the Notes should consult with their own tax advisors with respect to any proposed or future changes in tax law.

FINANCIAL AND OTHER INFORMATION

Continuing Disclosure - Disclosure Event Notices

The offering and issuance of the Notes is exempt from Rule 15c2-12 of the Securities and Exchange Commission (the "*Rule*") pursuant to Section (d)(I)(ii) thereof. Therefore, the

Authority has not entered into a continuing disclosure undertaking in connection with the issuance of the Notes. The Authority has, however, previously entered into continuing disclosure undertakings pursuant to the Rule in connection with its issuance of certain other obligations.

Ratings

The following are the ratings assigned to the Authority’s State of Texas general obligation bonds and its State of Texas General Obligation commercial paper program, including the Notes:

	<u>Commercial Paper Notes</u>	<u>General Obligation Bonds</u>
Moody’s Investors Service	P-1	Aaa
Standard & Poor’s Ratings Services	A-1+	AA+
Fitch Ratings	F1+	AAA

An explanation of the significance of such ratings may be obtained from the company furnishing the rating. The ratings reflect only the respective views of such organizations, and the Authority makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by any one or more of such rating companies if, in the judgment of any one or more of such companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or any of them, may have an adverse effect on the market price of the Notes.

General Information Regarding the State of Texas

The State is not required to file reports with the Securities and Exchange Commission. Reference is made to the Authority's most recent Official Statement for its general obligation bonds, the State's most recent comprehensive annual financial report and the quarterly disclosure appendix prepared and furnished by the Comptroller for use in state agency offerings (herein as described in "APPENDIX A – **State Information.**" This information is made available to the Municipal Securities Rulemaking Board Electronic Municipal Market Access system on-line at www.emma.msrb.org.

Miscellaneous

The foregoing information has been obtained from published sources or has been furnished by the Authority. The Dealer does not warrant the accuracy or completeness of this information. This memorandum should be considered in conjunction with Appendix A, and further financial information concerning the Authority and the State is available on request.

APPENDIX A

STATE INFORMATION

The most current Bond Appendix is dated August 2016 and is hereby incorporated by reference and made a part of this Offering Memorandum and may be obtained either (i) by using the MSRB's EMMA website, www.emma.msrb.org, using the Quick Search function and entering the term "State of Texas Comptroller" or (ii) from the Comptroller's website at <http://www.comptroller.texas.gov/treasops/bond-appendix.php>, until the Comptroller files a later version of such Bond Appendix. No representation is made that such information contains all material factors relating to the State or that any specific information in the Bond Appendix should be accorded any particular significance.

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APPENDIX B
ORIGINAL LEGAL OPINION

March 28, 2008

WE HAVE ACTED as Bond Counsel for the TEXAS PUBLIC FINANCE AUTHORITY (the "Authority") in connection with the authorization and issuance from time to time of an aggregate principal amount at any one time outstanding of not to exceed \$1,000,000,000 of TEXAS PUBLIC FINANCE AUTHORITY STATE OF TEXAS GENERAL OBLIGATION COMMERCIAL PAPER NOTES, SERIES 2008 (the "Notes"), provided that the aggregate principal amount of Notes outstanding at any time may not exceed the commitment under the Liquidity Agreement, as further described in that certain resolution of the Authority authorizing the issuance of the Notes adopted by the Authority's Board of Directors on March 6, 2008 (the "Resolution"). Capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Resolution.

WE HAVE ACTED as Bond Counsel for the sole purpose of rendering an opinion with respect to the legality and validity of the Notes under the Constitution and laws of the State (the "State") and with respect to the exclusion of interest on the Notes from gross income under federal income tax law. In such capacity we have examined the Constitution and laws of the State; federal income tax law; and a transcript of certain certified proceedings pertaining to the issuance of the Notes. The transcript contains certified copies of certain proceedings of the Authority, including the Resolution; certain certifications and representations and other material facts within the knowledge and control of the Authority, upon which we rely; and certain other customary documents and instruments authorizing and relating to the issuance of the Notes, including the Liquidity Agreement, the Issuing and Paying Agency Agreement and the Dealer Agreement.

WE HAVE NOT BEEN REQUESTED to examine, and we have not investigated or verified, any original proceedings, records, data or other material, but have relied upon the transcript of certified proceedings. We have not assumed any responsibility with respect to the financial condition or capabilities of the Authority or the disclosure thereof in connection with the sale of the Notes.

BASED ON SUCH EXAMINATION, it is our opinion as follows:

1. The transcript of certified proceedings evidences complete legal authority for the issuance of the Notes from time to time in full compliance with the Constitution and laws of the State of Texas presently in effect; upon due execution and authentication in compliance with the terms of the Resolution, the Notes will constitute valid and legally binding obligations of the State of Texas, enforceable in accordance with the terms and conditions thereof, except to the extent that the rights and remedies of the owners of the Notes may be limited by laws heretofore or hereafter enacted relating to bankruptcy, insolvency, reorganization, moratorium

or other similar laws affecting the rights of creditors of political subdivisions and governmental agencies and the exercise of judicial discretion in appropriate cases; and the Notes have been authorized in accordance with law; and

2. The Notes are general obligations of the State, and a continuing appropriation is made pursuant to the Texas Constitution (the "Constitution") from the first money coming into the State Treasury in each fiscal year not otherwise appropriated by the Constitution of an amount sufficient to pay the principal and interest on Notes that mature or become due during the fiscal year (less the amount in the sinking fund at the close of the previous fiscal year).

ALSO BASED ON OUR EXAMINATION AS DESCRIBED ABOVE, it is our further opinion that, subject to the restrictions hereinafter described, interest on the Notes is excludable from gross income of the owners thereof for federal income tax purposes under existing law and is not subject to the alternative minimum tax on individuals or, except as hereinafter described, corporations. The opinion set forth in the first sentence of this paragraph is subject to the condition that the Authority and each Qualified Agency comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the issuance of Notes in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Authority has covenanted in the Resolution and other documents related to the issuance of the Notes to comply (and, to the extent applicable to a Qualified Agency, to take such measures as are necessary to cause each Qualified Agency to comply) with each such requirement. Failure to comply with certain of such requirements may cause the inclusion of interest on the Notes in gross income for federal income tax purposes to be retroactive to the date of issuance of the Notes. The Code and the existing regulations, rulings and court decisions thereunder, upon which the foregoing opinions of Bond Counsel are based, are subject to change, which could prospectively or retroactively result in the inclusion of the interest on the Notes in gross income of the owners thereof for federal income tax purposes.

INTEREST ON all tax-exempt obligations, including the Notes, owned by a corporation (other than an S corporation, a regulated investment company, a real estate investment trust (REIT), a real estate mortgage investment conduit (REMIC) or a financial asset securitization trust (FASIT)) will be included in such corporation's adjusted current earnings for purposes of calculating such corporation's alternative minimum taxable income. A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax imposed by the Code is computed.

EXCEPT AS DESCRIBED ABOVE, we express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt or accrual of interest on, or the acquisition or disposition of, the Notes. Prospective purchasers of the Notes should be aware that the ownership of tax-exempt obligations, such as the Notes, may result in collateral

Texas Public Finance Authority
State of Texas General Obligation Commercial Paper Notes, Series 2008
March 28, 2008
Page 3

federal income tax consequences to, among others, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who are deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, individuals who may otherwise qualify for the earned income tax credit and taxpayers owning an interest in a FASIT that holds tax-exempt obligations. Such prospective purchasers should consult their tax advisors as to the consequences of investing in the Notes.

Andrew Kuntz

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APPENDIX C

FORM OF NO ADVERSE EFFECT OPINION

August 29, 2016

Texas Public Finance Authority
300 West 15th Street, Suite 411
William P. Clements Building
Austin, Texas 78701

Texas Comptroller of Public Accounts
Treasury Operations Division / Public
Finance Manager
208 East 10th Street, Suite 239
Austin, Texas 78701

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

Re: Texas Public Finance Authority State of Texas General Obligation Commercial Paper
Notes, Series 2008 (the "Notes")

Ladies and Gentlemen:

We have acted as special counsel to the Texas Public Finance Authority (the "Authority") in connection with the Notes, which were authorized and issued by the Authority pursuant to a resolution adopted by the Board of Directors of the Authority on March 6, 2008 (together with any amendments or supplements thereto, referred to herein as the "Resolution").

This opinion is provided in satisfaction of the requirements contained Section 5 of the Amended and Restated Liquidity Agreement by and between the Authority and the Texas Comptroller of Public Accounts (the "Liquidity Provider"), dated as of August 29, 2016 (the "Amended and Restated Liquidity Agreement"), which amends and restates the Liquidity Agreement by and between the Authority and the Liquidity Provider dated as of November 26, 2012 (as amended, the "Current Liquidity Agreement"). Unless the context otherwise indicates, capitalized terms used but not defined herein have the meanings set forth in the Amended and Restated Liquidity Agreement.

We have examined such portions of the Resolution, the Current Liquidity Agreement, the Amended and Restated Liquidity Agreement, the resolution of the Authority adopted on February 11, 2016 authorizing the Amended and Restated Liquidity Agreement, and such other documents deemed by us to be relevant to our opinions rendered below. We have also examined such applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations promulgated thereunder, court decisions and published rulings of the Internal Revenue Service (the "Service") as we have deemed relevant.

In such examination, we have assumed and have not independently verified the due authorization, execution and delivery of the Current Liquidity Agreement or the Amended and Restated Liquidity Agreement by the parties thereto, and that such agreements are valid and legally binding obligations of the Authority and the Liquidity Provider.

BASED UPON THE FOREGOING, WE ARE OF THE OPINION that, under the applicable laws of the United States of America and the State of Texas in force and effect on the date hereof, the amendment and restatement of the Current Liquidity Agreement as contained in the Amended and Restated Liquidity Agreement, in and of themselves (a) do not constitute an Event of Taxability; (b) do not violate the Resolution or the laws authorizing the issuance of the Notes; and (c) do not adversely affect the rights of the owners of the Notes under the Resolution.

We have not been asked to undertake and have not undertaken any review or investigation of, and have not been asked to express and do not express any opinion concerning, the original or continuing treatment of the interest on the Notes as excludable from gross income for federal income tax purposes except insofar as the execution and delivery of the Amended and Restated Liquidity Agreement, as described herein, may bear on such exemption. Thus, in providing the opinion set forth in (a) above, we have assumed with your permission and without investigation continuous compliance with the covenants of the Authority and the Liquidity Provider, including without limitation the covenants of the such parties set out in documents authorizing and setting forth the terms of the Notes, including but not limited to the Resolution and the Current Liquidity Agreement. We have not independently verified whether there has been continuous compliance with these covenants. In addition, we have assumed with your permission that no other facts or circumstances exist, or will exist, and no other actions have occurred, or will occur, that would affect the opinions expressed herein. If the Authority or the Liquidity Provider fails to comply with the foregoing covenants, interest on the Notes could become includable in gross income from the date of their original delivery, regardless of the date on which the event causing such inclusion occurs.

The opinions set forth above are based on existing law, which is subject to change. Such opinions are further based on our knowledge of the facts as of the date hereof. We assume no duty to update or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinion is not a guarantee of result and is not binding on the Service; rather, such opinion represents our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinion. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given as to whether or not the Service will commence an audit of the Notes. If an audit is commenced, in accordance with its current published procedures, the Service is likely to treat the Authority as the taxpayer. We observe that the Authority covenanted in the documents relating to the issuance of the Notes not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Notes as includable in gross income for federal income tax purposes.

Except as stated above, we express no opinion as to any federal, state or local tax consequences resulting from execution and delivery of the Amended and Restated Liquidity Agreement or receipt or accrual of interest on, or the acquisition, ownership or disposition of, the Notes.

The opinion expressed herein is for the sole benefit of, and may be relied upon only by, the addressees named above, and is not otherwise to be used, circulated, quoted, or referred to, in whole or in part, without the prior written consent of the undersigned in each and every instance. We observe that we are engaged solely to represent the Authority in this matter.

This opinion is as of the date hereof, and we undertake no, and hereby disclaim any, obligation to advise you of any change in any matter set forth herein. This opinion is specifically limited to the laws of the State of Texas and, to the extent applicable, the laws of the United States of America.

Very truly yours,