

**Seventh Amendment to Liquidity
Agreement Dated November 26, 2012
Relating to the
Texas Public Finance Authority State of Texas
General Obligation Commercial Paper Notes, Series 2008**

This Seventh Amendment to the Liquidity Agreement dated November 26, 2012, for the Texas Public Finance Authority State of Texas General Obligation Commercial Paper Notes, Series 2008 (the "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 a Liquidity Agreement with the Liquidity Provider dated as of November 26, 2012, (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, Series 2008 (the "Notes") issued from time to time pursuant to a resolution of the Authority titled, "Resolution Establishing a Commercial Paper Program to Finance Construction and/or Acquisition of Projects by Various Agencies of the State of Texas and Refinance or Refund General Obligation Commercial Paper Notes Issued for Such Process; Authorizing the Execution and Delivery of a Liquidity Agreement, Dealer Agreement and Issuing and Paying Agency Agreement in Connection Therewith; Approving an Offering Memorandum and Authorizing the Distribution of Same; Taking Action to Effect the Sale and Delivery of the Notes and Resolving Related Matters," adopted by the Board of Directors of the Authority on March 6, 2008, as such Resolution may from time to time be amended, modified or supplemented with the consent of the Liquidity Provider;

WHEREAS, the Liquidity Agreement was amended by a First Amendment, effective September 1, 2013, extending the Liquidity Agreement to August 31, 2014 and amending the definition of "Final Date"; and

WHEREAS, the Liquidity Agreement was amended by a Second Amendment, effective September 1, 2014, extending the Liquidity Agreement to January 31, 2015; amending the definitions of "Commitment" and "Final Date"; and amending Section 10(F) "Term;" and adding Sections 6(I) and (J) "Tax Status of Interest on Notes" and "No Default" to the Representations and Warranties; and

WHEREAS, the Liquidity Agreement was amended by a Third Amendment, effective February 1, 2015, extending the Liquidity Agreement to August 31, 2015; and amending the definition of "Final Date"; and

WHEREAS, the Liquidity Agreement was amended by a Fourth Amendment, effective September 1, 2015, extending the Liquidity Agreement to December 31, 2015; and amending the definition of "Final Date"; and

WHEREAS, the Liquidity Agreement was amended by a Fifth Amendment, effective January 1, 2016, extending the Liquidity Agreement to April 30, 2016; and amending the definition of "Final Date"; and

WHEREAS, the Liquidity Agreement was amended by a Sixth Amendment, effective May 1, 2016, extending the Liquidity Agreement to August 31, 2016; and amending the definition of “Final Date”; and

WHEREAS, the Liquidity Agreement will expire on August 31, 2016, unless it is extended; and

WHEREAS, pursuant to Section 10.F. of the Liquidity Agreement, the Authority has requested that the Liquidity Agreement be extended for \$235,000,000 from September 1, 2016 to December 31, 2016, subject to the remaining terms and conditions of the Liquidity Agreement; and

WHEREAS, the Liquidity Provider has agreed to extend the Liquidity Agreement until December 31, 2016;

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 Amendment shall have the same meaning as set forth in the Liquidity Agreement):

1. The Liquidity Agreement is hereby amended as follows:

The definition of the term “Final Date” shall be deleted and replaced with the following: “*Final Date*” means December 31, 2016;

2. In order to induce the Liquidity Provider to consent to, and to enter into this Amendment, the Authority makes the following representations and warranties to the Liquidity Provider:

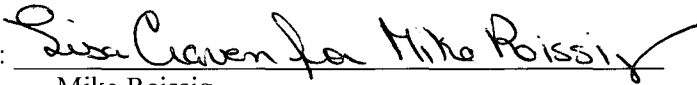
- a. No Default or Event of Default has occurred under the terms of the Liquidity Agreement or the Transaction Documents and the Authority is in full compliance with all of the terms, conditions and requirements thereof.
- b. Except as set forth herein, the Commitment as stated in the Liquidity Agreement 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 \$124,860,000.00.
- d. All of the conditions precedent set forth in Section 5.C. of the Liquidity 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 Liquidity Agreement has been given 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: Goldman, Sachs & Co.

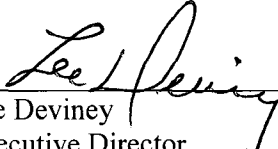
- g. The Authority has paid all fees required to be paid by it under the terms of the Liquidity Agreement and invoiced through the date hereof.
 - h. The representations and warranties of the Authority as set forth in Section 6 of the Liquidity Agreement were true and correct when made, and the Authority 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 Amendment so that references to this Agreement in said section shall refer to this Amendment as well as the Liquidity Agreement.
 - i. The Authority has complied fully with all of the Affirmative Covenants set forth in Section 7 of the Liquidity Agreement through the date of the execution of this 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 Liquidity 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 Amendment, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and the Sixth Amendment the Liquidity 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 Liquidity Agreement as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, the Sixth Amendment, and this Amendment, and agree that the same are and shall remain in full force and effect.

This Seventh Amendment to the Liquidity Agreement dated November 26, 2012, is executed this 27 day of July, 2016, and is effective as of September 1, 2016.

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
Liquidity Provider

By: 
Mike Reissig
Deputy Comptroller

TEXAS PUBLIC FINANCE AUTHORITY

By: 
Lee Deviney
Executive Director