

**THIS INVITATION DATED SEPTEMBER 20, 2024 WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME
ON OCTOBER 4, 2024 UNLESS EARLIER TERMINATED OR EXTENDED AS DESCRIBED HEREIN**

INVITATION TO TENDER BONDS
made by
TEXAS PUBLIC FINANCE AUTHORITY
to the Bond Owners described herein of
all or any portion of the maturities listed on page (ii) herein of
TEXAS PUBLIC FINANCE AUTHORITY
LEASE REVENUE AND REFUNDING BONDS
(TEXAS FACILITIES COMMISSION),
TAXABLE SERIES 2020

This Invitation to Tender Bonds, dated September 20, 2024 (as it may be amended or supplemented, this “**Invitation**”), which includes the Appendices hereto, describes an offer (“**Tender Offer**”) made by the Texas Public Finance Authority (the “**Authority**”) to the beneficial owners (the “**Bond Owners**”) of the Authority’s outstanding Lease Revenue and Refunding Bonds (Texas Facilities Commission), Taxable Series 2020 (the “**Target Bonds**”) maturing on the dates set forth in the tables on page (ii) of this Invitation to tender such Target Bonds for cash purchase on the Settlement Date (as defined herein) by the Authority at the applicable price (each an “**Offer Purchase Price**”) to be determined as described herein based on a yield (each a “**Purchase Yield**”) equal to the fixed spread (each a “**Fixed Spread**”) to be added to the yield on the relevant benchmark United States Treasury Security (the “**Benchmark Treasury Security**”). **Notwithstanding the preceding sentence, in no event will an Offer Purchase Price for any Target Bond exceed 100% of the principal amount of such Target Bond. See Section 2, “Information to Bond Owners - Tender Consideration - Determination of Offer Purchase Prices” herein.** Interest on Target Bonds validly tendered and purchased up to but not including the Settlement Date (“**Accrued Interest**”) will also be paid on the Settlement Date. On or about September 27, 2024, the Authority expects to publish (as it may be amended and supplemented) the Pricing Notice (as defined herein) in the form attached hereto as **Appendix B**, which will include the “Fixed Spread” for each maturity and corresponding CUSIP of the respective Target Bonds, as listed in page (ii) of this Invitation.

The purchase of any Target Bonds pursuant to this Invitation is contingent on the Authority receiving sufficient net proceeds from the issuance of the Authority’s Lease Revenue Refunding Bonds (Texas Facilities Commission), Series 2024 (the “**Series 2024 Bonds**”), described in the Preliminary Official Statement of the Authority dated September 20, 2024 and attached hereto as **Appendix A** (the “**Series 2024 Bonds POS**”) and other Financing Conditions (as defined herein) and is also subject to the terms of this Invitation and certain other conditions as described herein, including the approval of the Attorney General of the State of Texas with respect to the Series 2024 Bonds. The source of funds to purchase Target Bonds validly tendered for purchase pursuant to this Invitation will be limited to proceeds of the Series 2024 Bonds, except for Accrued Interest which the Authority expects to pay from funds it holds for such purpose. Proceeds of the Series 2024 Bonds, if issued, will be used to finance the Refunding Plan (as defined below) and to pay the costs and expenses of this Tender Offer and of issuing the Series 2024 Bonds. Capitalized terms used and not defined in the body of this Invitation shall have the meanings ascribed to such terms in the Series 2024 Bonds POS.

This Tender Offer is part of a plan by the Authority to refinance certain of its outstanding indebtedness, including the purchase of a portion of the Target Bonds, for debt service savings (the “**Refunding Plan**”), as described in the Series 2024 Bonds POS. The aggregate principal amount of Target Bonds purchased pursuant to this Tender Offer may not exceed \$150 million (the “**Cap Amount**”). The Authority intends to purchase Target Bonds (up to the Cap Amount) validly tendered for purchase pursuant to this Invitation, subject to the Financing Conditions and other conditions described herein, which may result in the Authority purchasing less than all of the Target Bonds so tendered. Except as described in this Invitation, the Authority shall be under no obligation to accept any Target Bonds tendered for purchase pursuant to this Invitation. If the Cap Amount limits the Authority’s ability to purchase Target Bonds validly tendered for purchase pursuant to this Invitation, the Authority will select which Target Bonds to purchase, if any, up to the Cap Amount. Such selection will be based on the Authority’s determination of the economic benefit from such purchase in its discretion. The Authority expects that the greatest debt service savings will occur through its purchase of tendered Target Bonds with longer dated maturities.

Bond Owners who do not tender their Target Bonds (or whose Target Bonds are tendered but not accepted for purchase by the Authority) will continue to own their respective interest in their Target Bonds and such Target Bonds will remain outstanding. See Section 17, “Additional Considerations – Potential Subsequent Transactions” herein.

To make an informed decision as to whether, and how, to offer Target Bonds for purchase pursuant to this Invitation, Bond Owners must read this Invitation carefully, including the Series 2024 Bonds POS attached as **Appendix A**, the Pricing Notice, all other notices, amendments and supplements thereto, if any, and consult their broker-dealer, financial, legal, accounting, tax, and other professional advisors and consultants. **This Invitation, the Series 2024 Bonds POS, the Pricing Notice and all other notices, amendments and supplements thereto, if any, collectively, shall constitute an invitation to Bond Owners to offer to tender their Target Bonds for purchase.**

This Tender Offer is being made by the Authority with the assistance of Siebert Williams Shank & Co., LLC, as dealer manager (the “**Dealer Manager**”), and Globic Advisors Inc., as information agent and tender agent (the “**Information Agent and Tender Agent**”).

Key Dates and Times	
<i>All of these dates and times are subject to change. All times are New York City time. Notices of changes will be sent in the manner provided for in this Invitation.</i>	
Launch Date	Friday, September 20, 2024
Pricing Notice.....	On or about Friday, September 27, 2024
Tender Offer Expiration Date.....	5:00 p.m., on Friday, October 4, 2024
Notice of Expiration/Results	Monday, October 7, 2024
Determination of Target Bonds Purchase Prices	Approximately 10:00 a.m., on Tuesday, October 8, 2024
Notice of Target Bonds Purchase Prices.....	Tuesday, October 8, 2024
Notice of Acceptance of Target Bonds Tendered for Purchase	Tuesday, October 8, 2024
Settlement Date.....	Wednesday, October 30, 2024

TARGET BONDS SUBJECT TO TENDER OFFER FOR CASH

**TEXAS PUBLIC FINANCE AUTHORITY
LEASE REVENUE AND REFUNDING BONDS
(TEXAS FACILITIES COMMISSION),
TAXABLE SERIES 2020**

CUSIP No ⁽¹⁾	Maturity Date (February 1)	Interest Rate (%)	Outstanding Principal Amount	Par Call Date	Benchmark Treasury Security ⁽²⁾	Indicative Fixed Spreads ⁽³⁾
882669BT0	2025	0.6630	\$20,425,000	-	2-Year	+86.4
882669BU7	2026	0.9260	20,425,000	-	2-Year	+15.8
882669BV5	2027	1.0760	20,425,000	-	3-Year	+5.5
882669BW3	2028	1.3300	20,425,000	-	5-Year	+4.4
882669BX1	2029	1.4300	20,425,000	-	5-Year	+7.1
882669BY9	2030	1.5200	20,425,000	-	7-Year	+6.1
882669BZ6	2031	1.6200	20,425,000	-	7-Year	+18.8
882669CA0	2032	1.7800	20,425,000	2/1/2031	10-Year	+16.9
882669CB8	2033	1.9400	20,420,000	2/1/2031	10-Year	+26.3
882669CC6	2034	2.0400	20,415,000	2/1/2031	10-Year	+35.6
882669CD4	2035	2.1400	20,415,000	2/1/2031	10-Year	+42.1
882669CE2	2036	2.2170	20,415,000	2/1/2031	10-Year	+49.0
882669CF9	2037	2.3170	20,415,000	2/1/2031	10-Year	+55.2
882669CG7	2038	2.3670	20,415,000	2/1/2031	10-Year	+60.1
882669CH5	2039	2.4170	20,415,000	2/1/2031	10-Year	+64.3
882669CJ1	2040	2.4670	20,415,000	2/1/2031	30-Year	+34.0
882669CK8	2041	2.5170	12,000,000	2/1/2031	30-Year	+55.0

- (1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The CUSIP numbers are being provided solely for the convenience of the owners of the Target Bonds and the Authority is not responsible for the selection or correctness of the CUSIP numbers printed herein and does not make any representation with respect to such numbers or undertake any responsibility for their accuracy.
- (2) Each Benchmark Treasury Security (as defined herein) will equal the bid-side yield of the Benchmark Treasury Security as quoted on the Bloomberg Bond Trader FIT1 series of pages at approximately 10:00 a.m., New York City time, on October 8, 2024.
- (3) Indicative Fixed Spreads (as defined herein) are preliminary and subject to change. Values shown are in basis points. Actual Fixed Spreads for each CUSIP number will appear in the Pricing Notice. **FOR THE AVOIDANCE OF DOUBT, IF THE DETERMINED OFFER PURCHASE PRICE FOR ANY MATURITY AND CORRESPONDING CUSIP OF THE TENDERED BONDS IS MORE THAN 100%, THEN THE OFFER PURCHASE PRICE WILL BE CAPPED AT 100%. SEE Section 2, "Information to Bond Owners – Tender Consideration – Determination of Offer Purchase Prices" HEREIN.**

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IMPORTANT INFORMATION

This Invitation and other information with respect to this Invitation are available from the Dealer Manager and the Information Agent and Tender Agent at www.globic.com/txpfa. Bond Owners wishing to offer their Target Bonds for purchase pursuant to this Invitation must follow the procedures more fully described herein. Pursuant to the terms of this Invitation as more fully described herein, the Authority reserves the right to cancel or modify this Invitation at any time on or prior to the Expiration Date and shall have no obligation to purchase tendered Target Bonds if any such cancellation occurs. The Authority further reserves the right to make a future invitation to tender bonds at prices different than the offer purchase prices described herein in its sole discretion. Except as described in this Invitation, the Authority will have no obligation to purchase Target Bonds offered pursuant to this Invitation. The Authority further reserves the right to waive any irregularities or defects in any offer received. The purchase of any Target Bonds pursuant to this Invitation is contingent on the Authority receiving sufficient net proceeds from the issuance of the Series 2024 Bonds and other Financing Conditions (as defined herein) and is also subject to the terms of this Invitation and certain other conditions as described herein.

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THIS TENDER OFFER OR PASSED UPON THE FAIRNESS OR MERITS OF THIS TENDER OFFER OR UPON THE ACCURACY OR ADEQUACY OF THE INFORMATION CONTAINED IN THIS TENDER OFFER. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

This Invitation is not being made to, and Target Bonds offered for purchase in response to this Invitation will not be accepted from or on behalf of, Bond Owners in any jurisdiction in which this Invitation, the making of an offer to sell Target Bonds or the acceptance thereof would not be in compliance with the laws of such jurisdiction. In those jurisdictions whose laws require the Tender Offer to be made through a licensed or registered broker or dealer, the Tender Offer is being made on behalf of the Authority by the Dealer Manager.

The Authority, the Dealer Manager, and the Information Agent and Tender Agent are not recommending to any Bond Owner whether or not to offer their Target Bonds for purchase in connection with this Tender Offer. Each Bond Owner must make this decision for itself and should read this Invitation and the Series 2024 Bonds POS, attached as **Appendix A**, and the Pricing Notice in the form attached hereto as **Appendix B**, in their entirety and should consult with its broker-dealer, financial, legal, accounting, tax and other professionals in making this decision.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained in this Invitation, including **Appendices A** and **B** hereto, and, if given or made, such information or representation may not be relied upon as having been authorized by the Authority.

The delivery of this Invitation shall not under any circumstances create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that there has been no change in the information set forth herein or in any attachments hereto or materials delivered herewith or in the affairs of the Authority since the date hereof.

The Dealer Manager makes no representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, including **Appendix A**. The Dealer Manager has not independently verified any of the information contained herein, and assumes no responsibility for the accuracy or completeness of any such information. References to website addresses herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not a part of, this Invitation.

This Invitation contains statements relating to future results that are "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. When used in this Invitation and other materials referred to or incorporated herein, the words "estimate," "anticipate," "forecast," "project," "intend," "propose," "plan," "expect," and similar expressions identify forward-looking statements. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material.

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Appendix A – SERIES 2024 BONDS PRELIMINARY OFFICIAL STATEMENT

Appendix B – PRICING NOTICE

INVITATION DATED SEPTEMBER 20, 2024 TO TENDER BONDS
made by
TEXAS PUBLIC FINANCE AUTHORITY
to the Bond Owners described herein of
all or any portion of the maturities listed on page (ii) herein of

TEXAS PUBLIC FINANCE AUTHORITY
LEASE REVENUE AND REFUNDING BONDS
(TEXAS FACILITIES COMMISSION),
TAXABLE SERIES 2020

1. Introduction. This Invitation to Tender Bonds, dated September 20, 2024 (as it may be amended or supplemented, this “**Invitation**”), which includes the Appendices hereto, describes an offer (“**Tender Offer**”) made by the Texas Public Finance Authority (the “**Authority**”) to the beneficial owners (the “**Bond Owners**”) of the Authority’s outstanding Lease Revenue and Refunding Bonds (Texas Facilities Commission), Taxable Series 2020 (“**Target Bonds**”) maturing on the dates set forth in the tables on page (ii) of this Invitation to tender such Target Bonds for cash purchase on the Settlement Date (as defined herein) by the Authority at the applicable price (each an “**Offer Purchase Price**”) to be determined as described herein based on a yield (each a “**Purchase Yield**”) equal to the fixed spread (each a “**Fixed Spread**”) to be added to the yield on the relevant benchmark United States Treasury Security (the “**Benchmark Treasury Security**”). **Notwithstanding the preceding sentence, in no event will an Offer Purchase Price for any Target Bond exceed 100% of the principal amount of such Target Bond. See Section 2, “Information to Bond Owners – Tender Consideration – Determination of Offer Purchase Prices” herein.** Interest on Target Bonds validly tendered and purchased to but not including the Settlement Date (“**Accrued Interest**”) will also be paid on the Settlement Date. On or about September 27, 2024, the Authority expects to publish (as it may be amended and supplemented) the Pricing Notice (the “**Pricing Notice**”) in the form attached hereto as **Appendix B**, which will include the “Fixed Spread” for each maturity and corresponding CUSIP of the respective Target Bonds, as listed in page (ii) of this Invitation. **All times in this Invitation are local time in New York City.** The Tender Offer is being made by the Authority with the assistance of Siebert Williams Shank & Co., LLC, as dealer manager (the “**Dealer Manager**”), and Globic Advisors Inc., as information agent and tender agent (the “**Information Agent and Tender Agent**”).

The purchase of any Target Bonds pursuant to this Invitation is contingent on the Authority receiving sufficient net proceeds from the issuance of the Authority’s Lease Revenue Refunding Bonds (Texas Facilities Commission), Series 2024 (the “**Series 2024 Bonds**”), and is also subject to the terms of this Invitation and certain other conditions as described herein, including the approval of the Attorney General of the State of Texas with respect to the Series 2024 Bonds and satisfaction of the Financing Conditions (as defined herein). The Authority’s obligation to accept for purchase and to pay for Target Bonds validly tendered (and not withdrawn) pursuant to this Invitation is also subject to the satisfaction or waiver of certain conditions. The source of funds to purchase Target Bonds validly tendered for purchase pursuant to this Invitation will be limited to proceeds of the Series 2024 Bonds, except for Accrued Interest which the Authority expects to pay from funds it holds for such purpose. See “*Source of Funds*” and “*Authority’s Obligation to Purchase Offered Target Bonds*” below, and Section 14, “Conditions to Purchase,” for additional information regarding certain of such conditions.

The Target Bonds were issued on behalf of the Texas Facilities Commission pursuant to the authority granted to the Authority by the Texas Public Finance Authority Act, Chapter 1232, Texas Government Code, as amended, (the “**Texas Public Finance Authority Act**”); H.B. 1, 84th Legislature, Regular Session, Article I, pg. I-45, Rider 19 (2015), S.B. 1, 85th Legislature, Regular Session, Article I, pg. I-46, Rider 16 (2017) and H.B. 1, 86th Legislature, Regular Session, Article I, Sec. 1, pg. I-43, Rider 3 (items a(1) and a(2)) and Article I, Sec. 1, pg. I-47, Rider 16 (2019) (the “**Appropriation Acts**”); Chapters 1207, 1371 and 2166, Texas Government Code, as amended (collectively, with the Texas Public Finance Authority Act and the Appropriation Acts, the “**Authorizing Law**”); a bond resolution adopted by the Board on November 5, 2020 (the “**Resolution**”); and a pricing certificate (the “**Pricing Certificate**”) approving the final terms of the Target Bonds as authorized by the Resolution. The Resolution and the Pricing Certificate are collectively referred to herein as the “**Target Bond Authorizations.**”

Purpose. This Tender Offer is part of a plan by the Authority to refinance certain of its outstanding indebtedness, including the purchase of a portion of the Target Bonds for debt service savings (the “**Refunding Plan**”),

as described in the Preliminary Official Statement of the Authority dated September 20, 2024, and attached hereto as **Appendix A** (the “**Series 2024 Bonds POS**”). **The Authority’s outstanding bonds of any series that are not identified in the tables on page (ii) of this Invitation are not subject to this Tender Offer.** For additional information concerning the Authority, the Refunding Plan and the Authority’s outstanding indebtedness, see the Series 2024 Bonds POS attached hereto as **Appendix A**.

Offers by Bond Owners. Pursuant to this Invitation, each Bond Owner may submit an offer to tender to the Authority for cash purchase all or a part of its Target Bonds, in a denomination of \$5,000 principal amount (the “**Minimum Authorized Denomination**”) or any integral multiple thereof, with respect to which the Bond Owner has a beneficial ownership interest. The applicable Fixed Spread for each maturity and corresponding CUSIP of the Target Bonds at which such Target Bonds may be tendered by a Bond Owner for purchase pursuant to this Invitation will be set forth in the Pricing Notice. The Offer Purchase Price for each maturity and corresponding CUSIP of the Target Bonds will be determined as further described below in Section 2, “Information to Bond Owners – *Tender Consideration – Determination of Offer Purchase Prices*” herein.

Source of Funds. Other than Accrued Interest, the source of the total amount paid to Bond Owners to purchase the Target Bonds validly tendered for purchase pursuant to this Invitation (the “**Aggregate Purchase Price**”) will be limited to proceeds of the Series 2024 Bonds issued on the Settlement Date. The payment of Accrued Interest on Target Bonds validly tendered for purchase is expected to be made from funds held by the Authority for such purpose. The proceeds of the Series 2024 Bonds, if issued, will be used to finance the Refunding Plan and to pay the costs and expenses of this Tender Offer and of issuing the Series 2024 Bonds. See “*Authority’s Obligation to Purchase Offered Target Bonds*” (below), Section 10, “Determination of Amounts to be Purchased; Acceptance of Offers; Notice of Acceptance,” and Section 14, “Conditions to Purchase.”

Authority’s Obligation to Purchase Offered Target Bonds. Subject to the terms of this Invitation and the satisfaction of all conditions to the Authority’s obligation to purchase tendered Target Bonds as described herein, and provided that a Bond Owner’s Target Bonds tendered for purchase have been (i) validly tendered by 5:00 p.m., New York City time, on October 4, 2024 (as may be extended from time to time in accordance with this Invitation, the “**Expiration Date**”), and (ii) accepted by the Authority on or before October 8, 2024 (as may be extended from time to time in accordance with this Invitation, the “**Acceptance Date**”), the Authority will purchase such Target Bonds tendered for purchase on October 30, 2024 (the “**Settlement Date**”). Accrued Interest on the Target Bonds purchased will also be paid on the Settlement Date.

Notwithstanding any other provision of this Invitation and Tender Offer, the Authority’s obligation to accept for purchase any tendered Target Bonds and the Authority’s obligation to pay for Target Bonds validly tendered (and not validly withdrawn) and accepted pursuant to this Invitation is subject to the satisfaction of or waiver of the following conditions on or prior to the Settlement Date: (A) the successful completion by the Authority of the issuance of the Series 2024 Bonds, the proceeds of which will be sufficient, together with certain other available moneys held by the Authority to be applied to the payment of Accrued Interest, (x) to fund the Aggregate Purchase Price of all Target Bonds validly tendered and accepted for purchase pursuant to this Invitation and the authorizing documents for the Series 2024 Bonds and (y) to pay all fees and expenses associated with the issuance of the Series 2024 Bonds and this Tender Offer; (B) receipt of all certifications and opinions required by the Dealer Manager Agreement (as defined herein); (C) when taken together with the issuance of the Series 2024 Bonds on terms that are acceptable to the Authority, the Authority determining that it will achieve net present value savings of not less than three percent (3%) for each maturity accepted; and (D) not less than \$30 million aggregate principal amount of Target Bonds being tendered for purchase (collectively, the “Financing Conditions**”).**

No assurances can be given that the Series 2024 Bonds will be issued or that any Target Bonds tendered for purchase by a Bond Owner will be purchased. See Section 10, “Determination of Amounts to be Purchased; Acceptance of Offers; Notice of Acceptance,” for more information on the selection of Target Bonds to be purchased, if any. The Authority reserves the right, subject to applicable law, to amend or waive any of the conditions to this Invitation, in whole or in part, any time prior to the Expiration Date or from time to time subject to the Financing Conditions and other conditions described in this Invitation. The Authority also has the right to terminate this Tender Offer at any time up to and including the Expiration Date. See Section 15, “Extension, Termination and Amendment of Tender Offer,” herein.

The Authority's obligation to accept any of the Target Bonds that are tendered for purchase pursuant to this Invitation is further subject to the limitations of the Cap Amount (defined herein) as described in Section 10, "Determination of Amounts to be Purchased; Acceptance of Offers; Notice of Acceptance." Any Target Bonds not tendered by Bond Owners, or Target Bonds tendered by Bond Owners pursuant to this Invitation but not accepted for purchase by the Authority that have been returned to the Bond Owners, will continue to be payable and secured under the terms of the Target Bond Authorizations through maturity or prior redemption. If all conditions to this Invitation are not satisfied or waived by the Authority on or prior to the Settlement Date, all Target Bonds tendered by Bond Owners pursuant to this Invitation will be returned to the Bond Owners and will continue to be payable and secured under the terms of the Target Bond Authorizations through maturity or prior redemption. See Section 17, "Additional Considerations – *Potential Subsequent Transactions*" herein.

To make an informed decision as to whether, and how, to offer Target Bonds for purchase pursuant to this Invitation, a Bond Owner must read this Invitation carefully and entirely, including the Series 2024 Bonds POS attached hereto as Appendix A and the Pricing Notice in the form attached hereto as Appendix B.

None of the Authority, the Dealer Manager, or the Information Agent and Tender Agent make any recommendation that any Bond Owner tender or refrain from tendering all or any portion of such Bond Owner's Target Bonds for purchase. Bond Owners must make these decisions and should consult with their broker-dealer, financial, legal, accounting, tax, and other professional advisors and consultants.

2. Information to Bond Owners.

General. The Authority will provide (or cause to be provided) additional information about this Tender Offer, if any, to Bond Owners of the Target Bonds, including, without limitation, the information contained in the Pricing Notice in the form attached hereto as **Appendix B** expected to be delivered on or about September 27, 2024 and the information contained in **Appendix A** and any supplement to the Series 2024 Bonds POS, by delivery of such information in the following ways (collectively, the "**Information Services**"):

(a) to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system website, currently located at <http://emma.msrb.org> (the "**EMMA Website**"), using the CUSIP numbers for the Target Bonds listed in the tables on page (ii) of this Invitation;

(b) to DTC (defined below) and to the DTC participants holding the Target Bonds;

and

(c) by posting electronically on the website of the Information Agent and Tender Agent at www.globic.com/txpfa.

Delivery by the Authority of information in the foregoing manner will be deemed to constitute delivery of the information to each Bond Owner of the Target Bonds. The Authority, the Dealer Manager, and the Information Agent and Tender Agent have no obligation to ensure that any such Bond Owner actually receives any information provided (or caused to be provided) by the Authority in this manner. Any such Bond Owner who would like to receive information furnished by or on behalf of the Authority as described above must make appropriate arrangements with its broker-dealer, account executive or other financial advisor or representative.

Pricing Notice and Fixed Spreads. On or about September 27, 2024, the Authority will provide the Pricing Notice in the manner described under the heading "**General**" above in the form attached hereto as **Appendix B**, which Pricing Notice will set forth either a confirmation of the indicative fixed spreads shown on page (ii) of this Invitation or a change to the indicative fixed spreads (each, as confirmed or changed, a "**Fixed Spread**") for each maturity and corresponding CUSIP of the Target Bonds tendered and accepted for purchase pursuant to this Invitation.

Tender Consideration – Determination of Offer Purchase Prices. The applicable Fixed Spread, expressed as an interest rate percentage, will be added to the yield on the relevant Benchmark Treasury Security (the "**Treasury Security Yield**") to arrive at a yield (each, a "**Purchase Yield**") used to calculate the Offer Purchase Price for each

maturity and corresponding CUSIP of the Target Bonds. **Notwithstanding the preceding sentence, in no event will an Offer Purchase Price for any maturity and corresponding CUSIP of a Target Bond exceed 100% of the principal amount of each such Target Bond.** The Benchmark Treasury Security for each CUSIP is identified on page (ii) hereof and will be identified in the Pricing Notice. The Treasury Security Yield for each Benchmark Treasury Security will equal the bid-side yield of the Benchmark Treasury Security as quoted on the Bloomberg Bond Trader FIT1 series of pages at approximately 10:00 a.m., New York City time, on October 8, 2024.

The Purchase Yield for each Target Bond will be used to calculate the Offer Purchase Price for such Target Bond expressed as a dollar amount per \$100 principal amount of each Target Bond. The Offer Purchase Prices will be calculated using the market standard bond pricing formula as of the Settlement Date using the relevant Purchase Yield, the coupon of the relevant Target Bond and the maturity date for each Target Bond.

The Authority expects to publish a Notice of Target Bonds Purchase Prices on October 8, 2024. The purchase price to be received on the Settlement Date by a Bond Owner whose Target Bonds were validly tendered and accepted for purchase, in whole or in part, by the Authority will equal the par amount of such Bond Owners' purchased Target Bonds multiplied by the Offer Purchase Price of such Target Bonds divided by 100. In addition to the purchase price of the Target Bonds accepted for purchase by the Authority, Accrued Interest on such Target Bonds will be paid by the Authority on the Settlement Date.

For illustrative purposes only, the tables on the following page provide an example of the Offer Purchase Prices realized by Bond Owners of Target Bonds that submit a tender offer based on the yields as of approximately 5:00 p.m. New York City time on September 19, 2024 for the Benchmark Treasury Securities and the Indicative Fixed Spreads provided below. **THESE EXAMPLES ARE BEING PROVIDED FOR CONVENIENCE ONLY AND ARE NOT TO BE RELIED UPON BY A BOND OWNER AS AN INDICATION OF THE PURCHASE YIELD OR OFFER PURCHASE PRICE THAT MAY BE PAID BY THE AUTHORITY.**

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Based on the illustrative Treasury Security Yields shown below, the following illustrative Offer Purchase Prices would be derived:

**TEXAS PUBLIC FINANCE AUTHORITY
LEASE REVENUE AND REFUNDING BONDS
(TEXAS FACILITIES COMMISSION),
TAXABLE SERIES 2020**

CUSIP No ⁽¹⁾	Maturity Date (February 1)	Interest Rate (%)	Outstanding Principal Amount	Par Call Date	Benchmark Treasury Security ⁽²⁾	Indicative Fixed Spreads ⁽³⁾	Illustrative Treasury Security Yield (%) ⁽⁴⁾	Illustrative Purchase Yield (%) ⁽⁴⁾	Illustrative Offer Purchase Price ⁽⁴⁾
882669BT0	2025	0.6630	\$20,425,000	-	2-Year	+86.4	3.586	4.450	\$99.051
882669BU7	2026	0.9260	20,425,000	-	2-Year	+15.8	3.586	3.744	96.581
882669BV5	2027	1.0760	20,425,000	-	3-Year	+5.5	3.472	3.527	94.735
882669BW3	2028	1.3300	20,425,000	-	5-Year	+4.4	3.484	3.528	93.299
882669BX1	2029	1.4300	20,425,000	-	5-Year	+7.1	3.484	3.555	91.679
882669BY9	2030	1.5200	20,425,000	-	7-Year	+6.1	3.593	3.654	89.882
882669BZ6	2031	1.6200	20,425,000	-	7-Year	+18.8	3.593	3.781	88.064
882669CA0	2032	1.7800	20,425,000	2/1/2031	10-Year	+16.9	3.717	3.886	86.797
882669CB8	2033	1.9400	20,420,000	2/1/2031	10-Year	+26.3	3.717	3.980	85.766
882669CC6	2034	2.0400	20,415,000	2/1/2031	10-Year	+35.6	3.717	4.073	84.454
882669CD4	2035	2.1400	20,415,000	2/1/2031	10-Year	+42.1	3.717	4.138	83.440
882669CE2	2036	2.2170	20,415,000	2/1/2031	10-Year	+49.0	3.717	4.207	82.303
882669CF9	2037	2.3170	20,415,000	2/1/2031	10-Year	+55.2	3.717	4.269	81.522
882669CG7	2038	2.3670	20,415,000	2/1/2031	10-Year	+60.1	3.717	4.318	80.464
882669CH5	2039	2.4170	20,415,000	2/1/2031	10-Year	+64.3	3.717	4.360	79.531
882669CJ1	2040	2.4670	20,415,000	2/1/2031	30-Year	+34.0	4.052	4.392	78.760
882669CK8	2041	2.5170	12,000,000	2/1/2031	30-Year	+55.0	4.052	4.602	76.317

⁽¹⁾ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The CUSIP numbers are being provided solely for the convenience of the owners of the Target Bonds and the Authority is not responsible for the selection or correctness of the CUSIP numbers printed herein and does not make any representation with respect to such numbers or undertake any responsibility for their accuracy.

⁽²⁾ Each Benchmark Treasury Security (as defined herein) will equal the bid-side yield of the Benchmark Treasury Security as quoted on the Bloomberg Bond Trader FIT1 series of pages at approximately 10:00 a.m., New York City time, on October 8, 2024.

⁽³⁾ Indicative Fixed Spreads (as defined herein) are preliminary and subject to change. Values shown are in basis points. Actual Fixed Spreads for each CUSIP number will appear in the Pricing Notice.

⁽⁴⁾ Preliminary and subject to change. Prices shown are in \$ per \$100 of par. Provided for illustrative purposes only. The above table provides an example of the Offer Purchase Prices that would be realized by Bond Owners assuming a tender offer based on the yields as of approximately 5:00 p.m. New York City time on September 19, 2024 for the Benchmark Treasury Securities provided above and the Indicative Fixed Spreads. On October 8, 2024, the Authority will determine the Offer Purchase Prices for the Bonds pursuant to the calculations described in this Invitation and will publish the Offer Purchase Prices. **FOR THE AVOIDANCE OF DOUBT, IF THE DETERMINED OFFER PURCHASE PRICE FOR ANY MATURITY AND CORRESPONDING CUSIP OF THE TENDERED BONDS IS MORE THAN 100%, THEN THE OFFER PURCHASE PRICE WILL BE CAPPED AT 100%. SEE Section 2, "Information to Bond Owners – Tender Consideration – Determination of Offer Purchase Prices" HEREIN.**

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As a measure of sensitivity of the Offer Purchase Price to changes in the yield on the Benchmark Treasury Security, the following table illustrates the impact on the Offer Purchase Price of a 0.10% (10 basis point) movement in yield on the Benchmark Treasury Security.

**TEXAS PUBLIC FINANCE AUTHORITY
LEASE REVENUE AND REFUNDING BONDS
(TEXAS FACILITIES COMMISSION),
TAXABLE SERIES 2020**

CUSIP No ⁽¹⁾	Maturity Date (February 1)	Illustrative Purchase Yield Based on Treasury Security Yields (%) as of September 19, 2024	Illustrative Offer Purchase Prices ⁽²⁾		
			Assuming a 0.10% Increase in Treasury Security Yields	Current Treasury Security Yield	Assuming a 0.10% Decrease in Treasury Security Yields
882669BT0	2025	4.450	\$99.026	\$99.051	\$99.076
882669BU7	2026	3.744	96.462	96.581	96.699
882669BV5	2027	3.527	94.527	94.735	94.943
882669BW3	2028	3.528	93.007	93.299	93.592
882669BX1	2029	3.555	91.307	91.679	92.052
882669BY9	2030	3.654	89.437	89.882	90.330
882669BZ6	2031	3.781	87.551	88.064	88.579
882669CA0	2032	3.886	86.221	86.797	87.378
882669CB8	2033	3.980	85.129	85.766	86.409
882669CC6	2034	4.073	83.763	84.454	85.152
882669CD4	2035	4.138	82.696	83.440	84.191
882669CE2	2036	4.207	81.512	82.303	83.102
882669CF9	2037	4.269	80.686	81.522	82.368
882669CG7	2038	4.318	79.588	80.464	81.351
882669CH5	2039	4.360	78.618	79.531	80.458
882669CJ1	2040	4.392	77.810	78.760	79.724
882669CK8	2041	4.602	75.360	76.317	77.289

⁽¹⁾ CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The CUSIP numbers are being provided solely for the convenience of the owners of the Target Bonds and the Authority is not responsible for the selection or correctness of the CUSIP numbers printed herein and does not make any representation with respect to such numbers or undertake any responsibility for their accuracy.

⁽²⁾ Provided for illustrative purposes only. Prices shown are in \$ per \$100 of par. The above table provides an example of the Offer Purchase Prices that would be realized by Bond Owners assuming a tender offer based on the yields as of approximately 5:00 p.m. New York City time on September 19, 2024 for the Benchmark Treasury Securities provided above and the Indicative Fixed Spreads. On October 8, 2024, the Authority will determine the Offer Purchase Prices for the Bonds pursuant to the calculations described in this Invitation and will publish the respective Offer Purchase Prices. **FOR THE AVOIDANCE OF DOUBT, IF THE DETERMINED OFFER PURCHASE PRICE FOR ANY MATURITY AND CORRESPONDING CUSIP OF THE TENDERED BONDS IS MORE THAN 100%, THEN THE OFFER PURCHASE PRICE WILL BE CAPPED AT 100%. SEE Section 2, "Information to Bond Owners – Tender Consideration – Determination of Offer Purchase Prices" HEREIN.**

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3. Expiration Date; Offers Only Through Financial Institutions; Brokerage Commissions. This Tender Offer to tender Target Bonds will expire at 5:00 p.m., New York City time, on October 4, 2024, the Expiration Date, unless earlier terminated or extended as described herein, and Target Bonds received after 5:00 p.m., New York City time, on the Expiration Date will not be considered. See Section 15, “Extension, Termination and Amendment of Tender Offer” herein for a discussion of the Authority’s ability to extend the Expiration Date and to terminate or amend this Invitation.

Through and including the Expiration Date, the Authority has the right to extend the Expiration Date, as further described in Section 15, “Extension, Termination and Amendment of Tender Offer,” herein.

All of the Target Bonds are held in book-entry-only form through the facilities of The Depository Trust Company of New York (“DTC”). The Information Agent and Tender Agent and DTC have confirmed that this Tender Offer is eligible for submission of tenders for purchase through DTC’s Automated Tender Offer Program (known as the “ATOP” system). **Bond Owners of Target Bonds who want to tender Target Bonds for purchase pursuant to the Authority’s Invitation must do so through a DTC participant in accordance with the relevant DTC procedures for the ATOP system. The Authority will not accept any tenders of Target Bonds for purchase that are not made through the ATOP system.** A Bond Owner that is not a DTC participant can only tender Target Bonds for purchase pursuant to this Invitation by making arrangements with and instructing the bank or brokerage firm through which it holds Target Bonds (sometimes referred to herein as a “custodial intermediary”) to tender the Bond Owner’s Target Bonds on its behalf through the ATOP system. To ensure a Bond Owner’s Target Bonds are tendered through the ATOP system by 5:00 p.m., New York City time, on the Expiration Date, the Bond Owner must provide instructions to its custodial intermediary with sufficient time for such custodial intermediary to tender the Target Bonds in accordance with DTC procedures through the ATOP system by this deadline. Each Bond Owner wishing to tender Target Bonds should contact its custodial intermediary for information on when such custodial intermediary needs the Bond Owner’s instructions in order to tender the Bond Owner’s Target Bonds through the ATOP system by 5:00 p.m., New York City time, on the Expiration Date. See also Section 5, “Provisions Applicable to All Offers” below.

The Authority, the Dealer Manager, and the Information Agent and Tender Agent are not responsible for making or transmitting any tender of Target Bonds or for the transfer of any tendered Target Bonds through the ATOP system or for any mistakes, errors or omissions in the making or transmission of any offer or transfer.

Bond Owners will not be obligated to pay any brokerage commissions or solicitation fees to the Authority, the Dealer Manager, or the Information Agent and Tender Agent in connection with this Tender Offer. However, Bond Owners should check with their broker-dealer, account executive or other financial institution which maintains the account in which their Target Bonds are held to determine if it will charge any commission or fees. Participation by Bond Owners of any Target Bonds that have been insured in the secondary market may be subject to terms, conditions, and availability of such offer prescribed by the respective insurer, custodian, paying agent or registrar.

4. Minimum Denominations; Changes to the Terms of this Invitation.

Authorized Denominations for Offers. A Bond Owner may tender, as aforesaid, all or a portion of its Target Bonds of a particular maturity and corresponding CUSIP in a principal amount of its choosing, but only in principal amounts equal to the Minimum Authorized Denomination or any integral multiple of \$5,000 in excess thereof.

Changes to Terms of this Invitation. As described in Section 15 hereof, the Authority has the right to revise any terms of this Invitation prior to the Expiration Date. If the Authority determines to revise terms of this Invitation in any material respect, it shall provide notice thereof in the manner described in Section 2 of this Invitation to provide reasonable time for dissemination of such revision to Bond Owners. If the Authority changes the Fixed Spread for any of the Target Bonds pursuant to this Invitation (which would thereby change the related Offer Purchase Price), the Authority shall provide notice thereof (in the manner described in Section 2 of this Invitation) no less than three (3) Business Days prior to the Expiration Date, as may be extended. **In such event, any tenders of the affected Target Bonds prior to such change in the Fixed Spread for such Target Bonds pursuant to this Invitation will remain in full force and effect and each Bond Owner of such affected Target Bonds wishing to revoke its tender**

of such Target Bonds must affirmatively withdraw its tender of such Target Bonds prior to the Expiration Date in the manner described in Section 8 hereof.

5. Provisions Applicable to all Offers. A Bond Owner should consult with its financial advisor, investment manager, broker or account executive for advice in determining whether to tender Target Bonds for purchase and the principal amount of Target Bonds to be tendered. A Bond Owner should also inquire as to whether its financial institution will charge a fee for submitting tenders. The Authority, the Dealer Manager, the Information Agent and the Tender Agent will not charge fees to a tendering Bond Owner for completing the purchase of Target Bonds.

A tender of Target Bonds cannot exceed the par amount of Target Bonds owned by the Bond Owner. Target Bonds may be tendered and accepted for payment only in principal amounts equal to the Minimum Authorized Denomination and integral multiples of \$5,000 in excess thereof.

“All or none” tenders are not permitted. No alternative, conditional or contingent tenders will be accepted. All tenders shall survive the death or incapacity of the tendering Bond Owner.

By tendering Target Bonds pursuant to this Invitation, each such Bond Owner will be deemed to have represented and warranted to and agreed with the Authority and the Dealer Manager that:

(a) the Bond Owner has received, and has had the opportunity to review, this Invitation (including the Series 2024 Bonds POS attached as **Appendix A** hereto) and the Pricing Notice prior to making the decision as to whether or not it should tender its Target Bonds for purchase;

(b) the Bond Owner has full authority to tender, sell, assign and transfer such Target Bonds, and that, on the Settlement Date, the Authority, as transferee, will acquire good title, free and clear of all liens, charges, encumbrances, conditional sales agreements or other obligations and not subject to any adverse claims, subject to payment to the Bond Owner of the applicable Offer Purchase Price, plus payment of Accrued Interest;

(c) the Bond Owner has made an independent decision (i) whether to tender, (ii) of the appropriateness of the terms of the tender, and (iii) whether the tender is appropriate for the Bond Owner;

(d) such decisions are based upon the Bond Owner’s judgment and upon advice from such advisors as the Bond Owner has consulted;

(e) the Bond Owner is not relying on any communication from the Authority, the Dealer Manager, or the Information Agent and Tender Agent as investment advice or as a recommendation to make the offer, it being understood that the information from any of the foregoing related to the terms and conditions of this Invitation shall not be considered investment advice or a recommendation to tender Target Bonds; and

(f) the Bond Owner is capable of assessing the merits of and understanding (on its own and/or through independent professional advice), and does understand and accept, the terms and conditions of this Invitation.

6. Transmission of Offers by Financial Institutions; DTC ATOP Procedures. Tenders of Target Bonds pursuant to this Invitation may only be made through DTC’s ATOP system. Bond Owners that are not DTC participants must make their tenders through their custodial intermediary. A DTC participant must tender the Target Bonds on behalf of the Bond Owner for whom it is acting pursuant to this Invitation, by book-entry through the ATOP system. In so doing, such custodial intermediary and the Bond Owner on whose behalf the custodial intermediary is acting, agree to be bound by DTC’s rules for the ATOP system. In accordance with ATOP procedures, DTC will then verify receipt of the Tender Offer and send an Agent’s Message (as described below) to the Information Agent and Tender Agent.

The term “Agent’s Message” means a message transmitted by DTC to, and received by, the Information Agent and Tender Agent, forming a part of the book-entry confirmation stating that DTC has received an express acknowledgement from the DTC participant tendering Target Bonds for purchase that are the subject of such book-entry confirmation that includes: (i) the CUSIP number(s) and the par amount(s) of the Target Bonds that have been validly tendered by such DTC participant on behalf of the Bond Owner pursuant to this Invitation, and (ii) that the Bond Owner agrees to be bound by the terms of this Invitation, including the representations, warranties, agreements and affirmations deemed made by it as set forth in Section 5 above. By causing DTC to transfer Target Bonds into the Authority’s ATOP account, a financial institution warrants to the Authority that it has full authority, and has received from the Bond Owner(s) of such Target Bonds all direction necessary, to tender and sell such Target Bonds as set forth in this Invitation.

Agent’s Messages must be transmitted to and received by the Information Agent and Tender Agent by not later than 5:00 p.m., New York City time, on the Expiration Date. Target Bonds will not be deemed to have been tendered for cash purchase pursuant to this Invitation until an Agent’s Message with respect thereto is received by the Information Agent and Tender Agent.

Each DTC participant is advised to submit each beneficial owner’s instruction individually into DTC’s ATOP system to ensure proper settlement.

All tenders of Target Bonds for purchase must be made through the Authority’s ATOP account prior to 5:00 p.m., New York City time on the Expiration Date. The Authority will not accept any offers that are not made through its ATOP account. Letters of Transmittal are not being used in connection with this Tender Offer. The Authority, the Dealer Manager, and the Information Agent and Tender Agent are not responsible for making or transmitting any tender of Target Bonds or for the transfer of any tendered Target Bonds through the ATOP system or for any mistakes, errors or omissions in the making or transmission of any offer or transfer.

7. Determinations as to Form and Validity of Tenders; Right of Waiver and Rejection. All questions as to the validity (including the time of receipt of Agent’s Messages by the Information Agent and Tender Agent), eligibility, and acceptance of any tenders of Target Bonds will be determined by the Authority in its sole discretion and will be final, conclusive and binding.

The Authority reserves the right to waive any irregularities or defects in any tender. The Authority, the Dealer Manager, and the Information Agent and Tender Agent are not obligated to give notice of any defects or irregularities in tenders, and they will have no liability for failing to give such notice.

8. Withdrawals of Tenders Prior to Expiration Date; Irrevocability of Tenders on Expiration Date. A Bond Owner may withdraw its tender of Target Bonds pursuant to this Invitation by causing a withdrawal notice to be transmitted via DTC’s ATOP system to, and received by, the Information Agent and Tender Agent at or before 5:00 p.m., New York City time, on the Expiration Date (as the date and time may have been changed as provided in this Invitation).

A Bond Owner that is not a DTC participant can only withdraw its tender by making arrangements with and instructing the custodial intermediary through which it holds its Target Bonds to submit the Bond Owner’s notice of withdrawal through the DTC ATOP system.

All tenders of Target Bonds will become irrevocable as of 5:00 p.m., New York City time, on the Expiration Date.

9. Notice of Expiration/Results. On October 7, 2024, the Authority will provide a Notice of Expiration/Results to the Information Services confirming that the Tender Offer has expired and indicating the principal amount of Target Bonds of each maturity that have been tendered by Bond Owners. The Notice of Expiration/Results shall not be construed as an acceptance by the Authority of such tendered Target Bonds.

10. Determination of Amounts to be Purchased; Acceptance of Offers; Notice of Acceptance. This Tender Offer is part of the Refunding Plan, as described in the Series 2024 Bonds POS. The aggregate principal

amount of Target Bonds purchased pursuant to this Tender Offer may not exceed \$150 million (the “**Cap Amount**”). The Authority intends to purchase Target Bonds (up to the Cap Amount) validly tendered for purchase pursuant to this Invitation, subject to the Financing Conditions and other conditions described herein, which may result in the Authority purchasing less than the Cap Amount of Target Bonds so tendered. Except as described in this Invitation, the Authority shall be under no obligation to accept any Target Bonds tendered for purchase pursuant to this Invitation. If the Cap Amount limits the Authority’s ability to purchase Target Bonds validly tendered for purchase pursuant to this Invitation, the Authority will select which Target Bonds to purchase, if any, up to the maximum amount possible subject to the Cap Amount. Such selection will be based on the Authority’s determination of the economic benefit from such purchase in its reasonable discretion. The Authority expects that the greatest debt service savings will occur through its purchase of tendered Target Bonds with longer dated maturities.

If the Authority purchases only a portion of the Target Bonds being tendered for purchase of a certain CUSIP, the Authority will accept such Target Bonds tendered for purchase on a pro rata basis. The principal amount of each individual offer will be adjusted, pro rata, based upon a proration factor for each such CUSIP (each a “**Proration Factor**”). In such event, should the principal amount of any individual offer, when adjusted by the Proration Factor, result in an amount that is not a multiple of \$5,000, the principal amount of such offer will be rounded to the nearest multiple of \$5,000. If as a result of such adjustment, the principal amount of a Bond Owner’s unaccepted Target Bonds is less than the Minimum Authorized Denomination of \$5,000, the Authority will reject such Bond Owner’s offer in whole. The Authority will determine the Proration Factor that permits it to accept the amount of Target Bonds it has determined to purchase subject to the Cap Amount.

On the Acceptance Date (i.e., October 8, 2024, unless it has been extended), upon the terms and subject to the conditions of this Invitation, the Authority will announce its acceptance for purchase of Target Bonds, if any, validly tendered by Bond Owners pursuant to this Invitation via the publication of a “**Final Notice of Acceptance**,” with acceptance subject to the satisfaction or waiver by the Authority of the conditions to the purchase of tendered Target Bonds, including the Financing Conditions. See Section 11, “Acceptance of Tenders Constitutes Irrevocable Agreement” and Section 14, “Conditions to Purchase.” The Final Notice of Acceptance will state the principal amount of the Target Bonds of each maturity and corresponding CUSIP number that the Authority has accepted for purchase in accordance with this Invitation, which may be zero for a particular maturity and corresponding CUSIP.

Following the publication of the Final Notice of Acceptance, all Target Bonds that were tendered but were not accepted for purchase will be released and returned to the tendering institution in accordance with DTC’s ATOP procedures. The Authority, the Dealer Manager, and the Information Agent and Tender Agent are not responsible or liable for the operation of the ATOP system by DTC to properly credit such released Target Bonds to the applicable account of the DTC participant or custodial intermediary or by such DTC participant or custodial intermediary for the account of the Bond Owner.

Notwithstanding any other provision of this Invitation, the obligation of the Authority to accept for purchase and to pay for Target Bonds validly tendered (and not validly withdrawn) by Bond Owners pursuant to this Invitation is subject to the satisfaction or waiver of the conditions set forth in this Invitation, including conditions set forth under Section 14, “Conditions to Purchase” below and requirements related to the Cap Amount. The Authority reserves the right, subject to applicable law, to amend or waive any of the conditions to this Invitation, in whole or in part, from time to time. This Tender Offer may be withdrawn or amended by the Authority at any time prior to the Expiration Date.

11. Acceptance of Tenders Constitutes Irrevocable Agreement. Acceptance by the Authority of validly tendered Target Bonds will constitute an irrevocable agreement between the tendering Bond Owner and the Authority to sell and purchase such Target Bonds, subject to the conditions and terms of this Invitation, including the Conditions to Purchase set forth in Section 14.

12. Settlement Date; Purchase of Target Bonds. Subject to satisfaction of all conditions to the Authority’s obligation to purchase tendered Target Bonds, as described herein, the Settlement Date is the day on which Target Bonds accepted for purchase will be purchased and paid for at the applicable Offer Purchase Price, and Accrued Interest on the Target Bonds to be purchased will also be paid. Such purchase and payment are expected to occur on the Settlement Date. The Settlement Date has initially been set as October 30, 2024, unless extended by the Authority, assuming all conditions to this Invitation have been satisfied or waived by the Authority.

The Authority may, in its sole discretion, change the Settlement Date by giving notice thereof in the manner described in Section 2 of this Invitation prior to the change. However, the Settlement Date may not be later than November 13, 2024. If the Authority does not complete the purchase of the Target Bonds by 3:00 p.m., New York City time, on November 13, 2024, the right and obligation of the Authority to purchase any Target Bonds will automatically terminate, without any liability to any Bond Owner, and the Authority will instruct DTC to release from the controls of the ATOP system all Target Bonds.

Subject to satisfaction of all conditions to the Authority's obligation to purchase Target Bonds tendered for purchase pursuant to this Invitation, as described herein, payment by the Authority will be made through DTC on the Settlement Date. The Authority expects that, in accordance with DTC's standard procedures, DTC will transmit the Aggregate Purchase Price to be paid for the Target Bonds tendered for purchase (plus Accrued Interest) to DTC participants holding the Target Bonds accepted for purchase on behalf of Bond Owners for subsequent disbursement to the Bond Owners. **The Authority, the Dealer Manager, and the Information Agent and Tender Agent have no responsibility or liability for the distribution of the Aggregate Purchase Price and Accrued Interest paid by DTC to DTC participants or by DTC participants to tendering Bond Owners.**

Promptly following such deliveries and payments, the Authority will cause such purchased Target Bonds to be cancelled and retired.

13. Source of Funds. The source of funds to purchase the Target Bonds validly tendered for purchase pursuant to this Invitation and accepted by the Authority will be limited to proceeds of the Series 2024 Bonds issued on the Settlement Date. The payment of Accrued Interest on Target Bonds validly tendered for purchase is expected to be made from funds held by the Authority for such purpose. The proceeds of the Series 2024 Bonds, if issued, will be used to finance the Refunding Plan and to pay the costs and expenses of this Tender Offer and of issuing the Series 2024 Bonds. See Section 10, "Determination of Amounts to be Purchased; Acceptance of Offers; Notice of Acceptance," and Section 14, "Conditions to Purchase."

14. Conditions to Purchase. The consummation of the purchase of the Target Bonds pursuant to this Invitation is conditioned upon the satisfaction of the Financing Conditions and other conditions described in this Invitation. Furthermore, the Authority will not be required to purchase any Target Bonds, and will incur no liability as a result, if, before payment for Target Bonds on the Settlement Date:

(a) The Authority does not, for any reason, have sufficient funds on the Settlement Date from the proceeds of the Series 2024 Bonds to pay the Aggregate Purchase Price of tendered Target Bonds accepted for purchase pursuant to this Invitation and pay all fees and expenses associated with the Series 2024 Bonds and this Tender Offer;

(b) Litigation or another proceeding is pending or threatened which the Authority reasonably believes may, directly or indirectly, have an adverse impact on this Tender Offer or the expected benefits of this Tender Offer to the Authority or the Bond Owners;

(c) A war, other hostilities, or the escalation thereof, public health or other national emergency, banking moratorium, suspension of payments by banks, a general suspension of trading by the New York Stock Exchange or a limitation of prices on the New York Stock Exchange exists and the Authority reasonably believes this fact makes it inadvisable to proceed with the purchase of Target Bonds;

(d) A material change in the business or affairs of the Authority has occurred which the Authority reasonably believes makes it inadvisable to proceed with the purchase of Target Bonds;

(e) A material change in the net benefits of the transaction contemplated by this Tender Offer and the Series 2024 Bonds POS has occurred due to a material change in market conditions that the Authority reasonably believes makes it inadvisable to proceed with the purchase of Target Bonds;

(f) Additional guidance shall be delivered by the Attorney General of the State of Texas pursuant to Section 402.044 of the Texas Government Code causing a material change in the net benefits of

the transaction contemplated by this Tender Offer and the Series 2024 Bonds POS that the Authority reasonably believes makes it inadvisable to proceed with the purchase of Target Bonds;

(g) There shall have occurred a material disruption in securities settlement, payment or clearance services; or

(h) The Series 2024 Bonds have not been successfully issued.

These conditions are for the sole benefit of the Authority. They may be asserted by the Authority prior to the time of payment for the Target Bonds on the Settlement Date. The conditions may be waived by the Authority in whole or in part at any time and from time to time in its sole discretion and may be exercised independently for each maturity date and CUSIP number of the Target Bonds. The failure by the Authority at any time to exercise any of these rights will not be deemed a waiver of any of these rights, and the waiver of these rights with respect to particular facts and other circumstances will not be deemed a waiver of these rights with respect to any other facts and circumstances. Each of these rights will be deemed an ongoing right of the Authority that may be asserted at any time and from time to time. Any determination by the Authority concerning the events described in this Section 14 will be final and binding upon all parties. If, prior to the time of payment of any Target Bonds any of the events described happens, the Authority will have the absolute right to cancel its obligations to purchase Target Bonds without any liability to any Bond Owner or any other person.

15. Extension, Termination and Amendment of Tender Offer. Through and including the Expiration Date, the Authority has the right to extend this Tender Offer, to any date in its sole discretion. Notice of an extension of the Expiration Date will be given in the manner described in Section 2 of this Invitation, on or about 3:00 p.m., New York City time, on the first Business Day after the then current Expiration Date.

The Authority also has the right, prior to the Expiration Date, to amend the terms of this Invitation in any respect and at any time by giving notice of the amendment in the manner described in Section 2 of this Invitation. The amendment will be effective at the time specified in such notice.

If the Authority amends the terms of this Invitation in any material respect, notice of such amendment will be given in the manner described in Section 2, to provide reasonable time for dissemination of such amendment to Bond Owners and for Bond Owners to respond. **If the Authority changes the Fixed Spread for any of the Target Bonds pursuant to this Invitation, any tenders submitted with respect to the affected Target Bonds prior to such change will remain in full force and effect, and any Bond Owner of such affected Target Bonds wishing to revoke its tender must affirmatively withdraw its tender of such Target Bonds prior to the Expiration Date in the manner described in Section 8 hereof.**

No extension, termination or amendment of this Invitation (or waiver of any terms of this Invitation) will give rise to any liability of the Authority, the Dealer Manager, or the Information Agent and Tender Agent to any Bond Owner or nominee.

16. Certain Federal Income Tax Consequences.

The following discussion summarizes certain U.S. federal income tax considerations generally applicable to U.S. Holders (as defined below) of the Target Bonds that tender their Target Bonds for cash. The discussion below is based upon laws, regulations, rulings, and decisions in effect and available on the date hereof, all of which are subject to change, possibly with retroactive effect. Prospective tendering investors should note that no rulings have been or are expected to be sought from the U.S. Internal Revenue Service (the "IRS") with respect to any of the U.S. federal income tax considerations discussed below, and no assurance can be given that the IRS will not take contrary positions. Further, the following discussion does not deal with U.S. tax consequences applicable to any given investor, nor does it address the U.S. tax considerations applicable to all categories of investors, some of which may be subject to special taxing rules (regardless of whether or not such investors constitute U.S. Holders), such as certain U.S. expatriates, banks, REITs, RICs, insurance companies, tax-exempt organizations, dealers or traders in securities or currencies, partnerships, S corporations, estates and trusts, investors that hold their Target Bonds as part of a hedge,

straddle or an integrated or conversion transaction, or investors whose “functional currency” is not the U.S. dollar, or certain taxpayers that are required to prepare certified financial statements or file financial statements with certain regulatory or governmental agencies. Furthermore, it does not address (i) alternative minimum tax consequences, (ii) the net investment income tax imposed under Section 1411 of the Internal Revenue Code of 1986 (the “Code”), or (iii) the indirect effects on persons who hold equity interests in a Bond Owner. This summary also does not consider the taxation of the Target Bonds under state, local or non-U.S. tax laws. In addition, this summary generally is limited to U.S. tax considerations applicable to investors who will hold their Target Bonds as “capital assets” within the meaning of Section 1221 of the Code. The following discussion does not address tax considerations applicable to any investors in the Target Bonds other than investors that are U.S. Holders.

As used herein, “**U.S. Holder**” means a beneficial owner of a Target Bond that for U.S. federal income tax purposes is an individual citizen or resident of the United States, a corporation or other entity taxable as a corporation created or organized in or under the laws of the United States or any state thereof (including the District of Columbia), an estate the income of which is subject to U.S. federal income taxation regardless of its source or a trust where a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons (as defined in the Code) have the authority to control all substantial decisions of the trust (or a trust that has made a valid election under U.S. Treasury Regulations to be treated as a domestic trust). If a partnership holds Target Bonds, the tax treatment of such partnership or a partner in such partnership generally will depend upon the status of the partner and upon the activities of the partnership. Partnerships holding Target Bonds, and partners in such partnerships, should consult their own tax advisors regarding the tax consequences of an investment in the Target Bonds (including their status as U.S. Holders).

Prospective tendering investors should consult their own tax advisors in determining the U.S. federal, state, local or non-U.S. tax consequences to them from the tender of the Target Bonds in light of their particular circumstances.

ANY FEDERAL INCOME TAX DISCUSSIONS IN THIS INVITATION ARE INCLUDED FOR GENERAL INFORMATION ONLY AND SHOULD NOT BE CONSTRUED AS A TAX OPINION NOR TAX ADVICE TO BOND OWNERS BY THE AUTHORITY, THE DEALER MANAGER, THE INFORMATION AGENT AND TENDER AGENT, OR ANY OF THE AUTHORITY’S ADVISORS OR AGENTS. SUCH DISCUSSIONS ALSO DO NOT PURPORT TO ADDRESS ALL ASPECTS OF FEDERAL INCOME TAXATION THAT MAY BE RELEVANT TO PARTICULAR BOND OWNERS (E.G., A FOREIGN PERSON, BANK, THRIFT INSTITUTION, PERSONAL HOLDING COMPANY, TAX EXEMPT ORGANIZATION, REGULATED INVESTMENT COMPANY, INSURANCE COMPANY, OR OTHER BROKER OR DEALER IN SECURITIES OR CURRENCIES). BOND OWNERS SHOULD NOT RELY ON SUCH DISCUSSIONS AND ARE URGED TO CONSULT THEIR TAX ADVISORS TO DETERMINE THE PARTICULAR FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF SALES MADE BY THEM PURSUANT TO TENDERS OF TARGET BONDS, INCLUDING THE EFFECT OF POSSIBLE CHANGES IN THE TAX LAWS. IN ADDITION TO FEDERAL TAX CONSEQUENCES, THE SALE OF TARGET BONDS MAY BE TREATED AS A TAXABLE EVENT FOR STATE, LOCAL AND FOREIGN TAX PURPOSES. BOND OWNERS ARE URGED TO CONSULT THEIR TAX ADVISORS TO DETERMINE THE PARTICULAR STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF SALES MADE BY THEM PURSUANT TO TENDERS OF TARGET BONDS, INCLUDING THE EFFECT OF POSSIBLE CHANGES IN THE TAX LAWS.

Tendering U.S. Holders. The tender of a Target Bond for cash will be a taxable event for U.S. federal income tax purposes. In such event, in general, a U.S. Holder of a Target Bond will recognize gain or loss equal to the difference between (i) the amount of cash received (except to the extent attributable to accrued but unpaid interest and original issue discount (the “OID”) accrued since the most recent compounding date on the Target Bond, which will be treated for federal income tax purposes as a coupon payment on the Target Bond) and (ii) the U.S. Holder’s adjusted U.S. federal income tax basis in the Target Bond (generally, the purchase price paid by the U.S. Holder for the Target Bond, decreased by any amortized premium, and increased by the amount of any OID previously accrued by such U.S. Holder with respect to such Target Bond). Any such gain or loss generally will be capital gain or loss. In the case of a non-corporate U.S. Holder of the Target Bonds, the maximum marginal U.S. federal income tax rate applicable to any such gain will be lower than the maximum marginal U.S. federal income tax rate applicable to ordinary income if such U.S. Holder’s holding period for the Target Bonds exceeds one year. The deductibility of capital losses is subject to limitations.

17. Additional Considerations. In deciding whether to participate in this Tender Offer, each Bond Owner should consider carefully, in addition to the other information contained in this Invitation, the following:

Market for Target Bonds. The Target Bonds are not listed on any national or regional securities exchange. To the extent that the Target Bonds are traded, their prices may fluctuate greatly depending on the trading volume and the balance between buy and sell orders. Bond Owners may be able to effect a sale of the Target Bonds at a price higher than the Offer Purchase Price established pursuant to this Invitation.

Treatment of Target Bonds Not Purchased. Bond Owners who do not tender their Target Bonds or whose Target Bonds are tendered but not accepted for purchase will continue to hold their respective interests in their Target Bonds and such Target Bonds will remain outstanding. If Target Bonds are purchased pursuant to this Invitation, the aggregate amount of Target Bonds for a particular maturity and corresponding CUSIP that remains outstanding will be reduced, which could adversely affect the liquidity and market value of the Target Bonds of that maturity and CUSIP that remain outstanding. Any Target Bonds not tendered by Bond Owners, or Target Bonds tendered by Bond Owners pursuant to this Invitation but not accepted for purchase by the Authority that have been returned to the Bond Owners, will continue to be payable and secured under the terms of the Target Bond Authorizations through maturity or prior redemption. If all conditions to this Invitation are not satisfied or waived by the Authority on or prior to the Settlement Date, all Target Bonds tendered by Bond Owners pursuant to this Invitation will be returned to the Bond Owners and will continue to be payable and secured under the terms of the Target Bond Authorizations through maturity or prior redemption. See “*Potential Subsequent Transactions*” below.

Potential Subsequent Transactions. To the extent Target Bonds are not purchased pursuant to this Invitation, the Authority reserves the right to, and may in the future decide to, purchase some or all of the Target Bonds through open market purchases, privately negotiated transactions, subsequent tender offers, exchange offers or otherwise, upon such terms and at such prices as it may determine, which may be more or less than the consideration offered pursuant to this Invitation, and which could be cash or other consideration. Any future acquisition of Target Bonds may be on the same terms or on terms that are more or less favorable to Bond Owners than the terms described in this Invitation. The Authority also reserves the right in the future to refund or redeem any remaining portion of outstanding Target Bonds, pursuant to the Target Bond Authorizations, through the issuance of publicly offered or privately placed tax-exempt or taxable bonds. The decision to undertake any such future transactions will depend on various factors existing at that time. There can be no assurance as to which of these alternatives, if any, the Authority may ultimately choose to pursue in the future.

Ratings. As of the date of this Invitation, the Target Bonds are rated “Aa1” (stable outlook) by Moody’s Investors Service, Inc. and “AA+” (stable outlook) by S&P Global Ratings. The ratings of the Target Bonds by each rating agency reflect only the views of such organization and any desired explanation of the significance of such ratings and any outlooks or other statements given by such rating agency with respect thereto should be obtained from such rating agency.

There is no assurance that the current ratings assigned to the Target Bonds will continue for any given period of time or that any of such ratings will not be revised upward or downward, suspended or withdrawn entirely by any rating agency. Any such upward or downward revision, suspension or withdrawal of such ratings may have an effect on the availability of a market for or the market price of the Target Bonds. Each Bond Owner should review these ratings and consult with its financial representatives concerning them.

Market Conditions. The purpose of this Tender Offer is to provide the Authority with the opportunity to purchase a portion of the Target Bonds. The final decision to purchase Target Bonds, and which Target Bonds will be accepted for purchase by the Authority will, in part, be based upon market conditions and other factors outside of the control of the Authority.

The Dealer Manager is not acting as a financial or municipal advisor to the Authority in connection with this Tender Offer.

18. The Dealer Manager. Pursuant to a Dealer Manager Agreement, dated as of September 20, 2024 between the Authority and the Dealer Manager, (the “**Dealer Manager Agreement**”) the Authority has appointed Siebert Williams Shank & Co., LLC to serve as Dealer Manager. References in this Invitation to the Dealer Manager are to Siebert Williams Shank & Co., LLC only in its capacity as the Dealer Manager.

The Dealer Manager may contact Bond Owners regarding this Tender Offer and may request brokers, dealers, custodian banks, depositories trust companies and other nominees to forward this Invitation to beneficial owners of the Target Bonds.

The Authority, subject to the terms of the Dealer Manager Agreement, will pay the Dealer Manager a fee for its services in connection with this Tender Offer, and in addition, the Authority will pay the Dealer Manager its reasonable out-of-pocket costs and expenses relating to this Tender Offer.

The Dealer Manager, including its affiliates, is a full-service financial institution engaged in various activities, which may include securities trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage, and other financial and non-financial activities and services. The Dealer Manager and its affiliates have, from time to time, performed, and may in the future perform, a variety of these services for the Authority, for which they received and or will receive customary fees and expenses. In the ordinary course of their various business activities, the Dealer Manager and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own accounts and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities of the Dealer Manager and/or its affiliates may involve securities and instruments of the Authority, including but not limited to Target Bonds, whether or not tendered for purchase pursuant to this Invitation.

In addition to its role as Dealer Manager in connection with this Tender Offer, the Dealer Manager is currently expected to act as the lead bookrunning underwriter of the Series 2024 Bonds, anticipated to be issued by the Authority as described in the Series 2024 Bonds POS attached as **Appendix A** hereto and, as such, they will receive compensation in connection with that transaction as well.

19. Information Agent and Tender Agent. The Dealer Manager has engaged Globic Advisors Inc. to act as the Information Agent and Tender Agent in connection with the Tender Offer, and by publication of this Invitation, the Authority hereby affirms such appointment. The Dealer Manager will pay the Information Agent and Tender Agent customary fees for its services in connection with this Tender Offer, and in addition, the Dealer Manager will pay the Information Agent and Tender Agent its reasonable out-of-pocket costs and expenses related to this Tender Offer, subject to the terms of the Dealer Manager Agreement.

20. Miscellaneous. This Invitation is not being made to, and offers will not be accepted from or on behalf of, Bond Owners in any jurisdiction in which this Invitation or the acceptance thereof would not be in compliance with the laws of such jurisdiction. In those jurisdictions whose laws require this Tender Offer to be made through a licensed or registered broker or dealer, this Tender Offer is being made on behalf of the Authority by the Dealer Manager.

No one has been authorized by the Authority, the Dealer Manager, or the Information Agent and Tender Agent to recommend to any Bond Owners whether to tender Target Bonds for purchase pursuant to this Invitation. No one has been authorized to give any information or to make any representation in connection with this Tender Offer other than those contained in this Invitation. Any recommendation, information and representations given or made cannot be relied upon as having been authorized by the Authority, the Dealer Manager, or the Information Agent and Tender Agent.

None of the Authority, the Dealer Manager, or the Information Agent and Tender Agent makes any recommendation that any Bond Owner tender or refrain from tendering all or any portion of such Bond Owner’s Target Bonds for purchase. Bond Owners must make these decisions and should consult with their broker-dealer, account executive, financial advisor, attorney and/or other appropriate professionals.

21. Available Information; Contact Information. Certain information relating to the Target Bonds and the Authority may be obtained by contacting the Dealer Manager or Information Agent and Tender Agent at the contact information set forth below. Such information is limited to (i) the Invitation, including the information set forth in the Series 2024 Bonds POS, which is attached hereto as **Appendix A**, and (ii) information about the Authority available through the EMMA Website.

Investors with questions about this Tender Offer should contact the Dealer Manager or the Information Agent and Tender Agent utilizing the contact information below:

The Dealer Manager for this Tender Offer is:

SIEBERT WILLIAMS SHANK & CO., LLC

Contact your Siebert Williams Shank & Co., LLC Representative or
Siebert Williams Shank & Co., LLC's Municipal Syndicate Desk
100 Wall Street, 18th Floor
New York, New York 10005
Email: etishelman@siebertwilliams.com
Phone: (212) 373-4226
Attention: Edward Tishelman

The Information Agent and Tender Agent for this Tender Offer is:

GLOBIC ADVISORS INC.

Attention: Robert Stevens
485 Madison Avenue, 7th Floor
(212) 227-9622, rstevens@globic.com
Document Website: www.globic.com/txpfa

APPENDIX A

SERIES 2024 BONDS PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER 20, 2024

NEW ISSUE – Book-Entry-Only

**Ratings: Fitch: "AA+"
S&P: "AA+"
(See "RATINGS" herein)**

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that interest on the Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. See "TAX MATTERS."



TEXAS PUBLIC FINANCE AUTHORITY

\$228,105,000*

**Lease Revenue Refunding Bonds
(Texas Facilities Commission),
Series 2024**

Interest Accrues from Date of Delivery

Due: As shown on page ii

The Texas Public Finance Authority (the "Authority") is issuing its Lease Revenue Refunding Bonds (Texas Facilities Commission), Series 2024 (the "Bonds") as special and limited obligations of the Authority in the aggregate principal amount shown above. The Bonds are being issued under authority of the general laws of the State of Texas, including Chapter 1232, Texas Government Code, as amended (the "Texas Public Finance Authority Act"), the Appropriation Acts (defined herein), and Chapters 1207, 1371 and 2166, Texas Government Code, as amended (collectively with the Texas Public Finance Authority Act and the Appropriation Acts, the "Authorizing Law"). (See "PLAN OF FINANCE – Authority for Issuance") The Bonds are being issued to (i) refund all or a portion of certain outstanding commercial paper notes of the Authority (the "Refunded Notes") for the Texas Facilities Commission (the "Facilities Commission" or the "Lessee Agency"), as further identified on Schedule I attached hereto, in order to convert interim, variable-rate financing into long-term fixed-rate financing, (ii) refund, including purchasing through a tender offer, all or a portion of certain outstanding obligations of the Authority (the "Refunded Bonds" and together with the Refunded Notes, the "Refunded Obligations") for the Facilities Commission, as further identified on Schedule II attached hereto, in order to achieve a present value debt service savings and (iii) pay the costs of issuing the Bonds. (See "PLAN OF FINANCE")

Interest on the Bonds accrues from the Date of Delivery (defined below) and will be payable on February 1 and August 1 of each year, commencing February 1, 2025* until maturity or prior redemption. (See "THE BONDS") The Bonds are subject to optional redemption as provided herein. (See "THE BONDS – Redemption") The Bonds are payable only from certain pledged security, which consists primarily of Rent Payments (defined herein) made pursuant to a lease agreement (the "Lease") between the Authority and the Lessee Agency. The Lease obligates the Lessee Agency to make Rent Payments sufficient to pay, when due, the principal of, premium, if any, and interest on the Bonds subject to the appropriation of funds by the Legislature of the State of Texas. (See "THE LEASE")

THE OBLIGATION OF THE LESSEE AGENCY TO MAKE RENT PAYMENTS UNDER THE LEASE IS SUBJECT TO, AND DEPENDENT UPON, APPROPRIATION BY THE LEGISLATURE OF THE STATE OF TEXAS OF FUNDS NECESSARY TO MAKE SUCH RENT PAYMENTS. THE LEGISLATURE HAS NO OBLIGATION TO MAKE ANY SUCH APPROPRIATIONS. NEITHER THE STATE OF TEXAS NOR ANY AGENCY, POLITICAL CORPORATION, OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS WILL BE OBLIGATED TO PAY THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS, EXCEPT AS DESCRIBED HEREIN WITH RESPECT TO PAYMENTS TO BE MADE BY THE AUTHORITY FROM THE REVENUES PLEDGED FOR SUCH PURPOSE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF TEXAS OR ANY AGENCY, POLITICAL CORPORATION, OR POLITICAL SUBDIVISION OF THE STATE OF TEXAS (INCLUDING THE AUTHORITY AND THE LESSEE AGENCY) WILL BE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. THE AUTHORITY HAS NO TAXING POWER. THERE IS NO MORTGAGE ON THE PROJECT (DEFINED HEREIN) REFINANCED WITH THE PROCEEDS OF THE BONDS. (SEE "THE BONDS – SOURCE OF PAYMENT OF THE BONDS" AND "PLAN OF FINANCE – SECURITY FOR THE BONDS")

**MATURITY SCHEDULE, INTEREST RATES, INITIAL
YIELDS AND OTHER TERMS FOR THE BONDS**

(See Page ii)

The Bonds are offered for delivery when, as, and if issued and accepted by the Underwriters, and subject to the approval of the Attorney General of the State of Texas and the approving opinion of Orrick, Herrington & Sutcliffe LLP, Austin, Texas, Bond Counsel. Certain legal matters will be passed upon for the Authority by the General Counsel to the Authority and by Escamilla & Poneck, LLP, San Antonio, Texas, Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by Bracewell LLP, Houston, Texas. It is expected that the Bonds will be delivered on or about October 30, 2024 (the "Date of Delivery") through the facilities of The Depository Trust Company, New York, New York.

SIEBERT WILLIAMS SHANK & CO., LLC

**WELLS FARGO SECURITIES
MESIROW FINANCIAL, INC.**

**CABRERA CAPITAL MARKETS LLC
STERN BROTHERS**

* Preliminary, subject to change

MATURITY SCHEDULE*

TEXAS PUBLIC FINANCE AUTHORITY

\$228,105,000*
Lease Revenue Refunding Bonds
(Texas Facilities Commission),
Series 2024

<u>Maturity (February 1)</u>	<u>Principal Amount*</u>	<u>Interest Rate</u>	<u>Initial Price or Yield</u>	<u>CUSIP No.⁽¹⁾</u>
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				

(Interest accrues from Date of Delivery)

OPTIONAL REDEMPTION... The Bonds maturing on and after February 1, 2036*, are subject to redemption prior to maturity at the option of the Authority, in whole or in part, from time to time, in principal amounts of \$5,000 or any integral multiple thereof, in such manner as the Authority may select, on February 1, 2035*, or on any date thereafter, at a redemption price equal to par plus accrued interest from the most recent interest payment date to the date fixed for redemption. (See "THE BONDS – Redemption")

MANDATORY REDEMPTION... The Bonds may also be subject to mandatory sinking fund redemption in the event the Underwriters elect to combine two or more consecutive maturities of the Bonds to create one or more term bonds. (See "THE BONDS – Redemption")

* Preliminary, subject to change.

⁽¹⁾ CUSIP numbers are included solely for the convenience of owners of the Bonds. CUSIP is a registered trademark of The American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by FactSet Research Systems, Inc., on behalf of The American Bankers Association. CUSIP numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for convenience of the owners of the Bonds. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. None of the Underwriters, the Authority or the Financial Advisor is responsible for the selection or correctness of the CUSIP numbers set forth herein.

SALE AND DISTRIBUTION OF THE BONDS

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission (“SEC”), this document constitutes an “official statement” of the Authority with respect to the Bonds that has been “deemed final” by the Authority as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

This Official Statement, which includes the cover page, schedules and the appendices attached hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale.

Use of Official Statement

No dealer, broker, salesman, or other person has been authorized by the Authority to give any information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Authority or the Underwriters. 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 Bonds by any person, in any jurisdiction in which it is unlawful for such person to make such offer, solicitation, or sale. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement, nor any sale made hereunder, shall, under any circumstances, create the implication that there has been no change in the affairs of the Authority or the State of Texas since the date hereof. This Official Statement is submitted in connection with the sale of the Bonds and in no instance may this Official Statement be reproduced or used for any other purpose.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement pursuant to their respective responsibilities to investors under the federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

THIS OFFICIAL STATEMENT IS INTENDED TO REFLECT FACTS AND CIRCUMSTANCES ON THE DATE OF THIS OFFICIAL STATEMENT OR ON SUCH OTHER DATE OR AT SUCH OTHER TIME AS IDENTIFIED HEREIN. NO ASSURANCE CAN BE GIVEN THAT SUCH INFORMATION MAY NOT BE MISLEADING AT A LATER DATE. CONSEQUENTLY, RELIANCE ON THIS OFFICIAL STATEMENT AT TIMES SUBSEQUENT TO THE ISSUANCE OF THE BONDS DESCRIBED HEREIN SHOULD NOT BE MADE ON THE ASSUMPTION THAT ANY SUCH FACTS OR CIRCUMSTANCES ARE UNCHANGED.

NONE OF THE AUTHORITY, ITS FINANCIAL ADVISOR OR THE UNDERWRITERS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT REGARDING THE DEPOSITORY TRUST COMPANY (“DTC”) OR ITS BOOK-ENTRY-ONLY SYSTEM AS PROVIDED FOR IN "APPENDIX D — BOOK-ENTRY-ONLY-SYSTEM," AS SUCH INFORMATION HAS BEEN FURNISHED BY DTC.

Marketability

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF SUCH BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Securities Laws

No registration statement relating to the Bonds has been filed with the SEC under the Securities Act of 1933, as amended, in reliance upon an exemption provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The Authority assumes no responsibility for registration or qualification for sale or other disposition of the Bonds under the securities laws of any jurisdiction in which the Bonds may be offered, sold, or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions.

NEITHER THE SEC NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THE SECURITIES OR PASSED UPON THE ADEQUACY OR ACCURACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THIS OFFICIAL STATEMENT CONTAINS "FORWARD-LOOKING" STATEMENTS WITHIN THE MEANING OF SECTION 21e OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED. SUCH STATEMENTS MAY INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE THE ACTUAL RESULTS, PERFORMANCE AND ACHIEVEMENTS TO BE DIFFERENT FROM THE FUTURE RESULTS, PERFORMANCE AND ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. INVESTORS ARE CAUTIONED THAT THE ACTUAL RESULTS COULD DIFFER MATERIALLY FROM THOSE SET FORTH IN THE FORWARD-LOOKING STATEMENTS. (See "FORWARD-LOOKING STATEMENTS")

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SUMMARY STATEMENT

This Summary Statement is subject in all respects to the more complete information contained in this Official Statement. The offering of the Bonds to potential investors is made only by means of this entire Official Statement, including the Schedules and Appendices hereto. No one is authorized to detach this Summary Statement from this Official Statement or to otherwise use it without this entire Official Statement (including the Schedules and Appendices). Certain defined terms used in this Summary Statement are defined elsewhere in this Official Statement.

Issuer	Texas Public Finance Authority
Lessee Agency	Texas Facilities Commission
Offering	\$228,105,000* Lease Revenue Refunding Bonds (Texas Facilities Commission), Series 2024 (the "Bonds").
Maturity	The Bonds are scheduled to mature on February 1 in each of the years 2025* through 2042*, inclusive. (See "THE BONDS")
Interest	Interest on the Bonds accrues from the Date of Delivery and will be payable on February 1 and August 1 of each year, commencing February 1, 2025* until maturity or prior redemption. (See "THE BONDS")
Redemption	The Bonds maturing on and after February 1, 2036*, are subject to redemption prior to maturity at the option of the Authority, in whole or in part, from time to time, in principal amounts of \$5,000 or any integral multiple thereof, in such manner as the Authority may select, on February 1, 2035*, or on any date thereafter, at a redemption price equal to par plus accrued interest from the most recent interest payment date to the date fixed for redemption. (See "THE BONDS – Redemption")
Book-Entry-Only System	The Bonds are initially issuable only to Cede & Co, the nominee of The Depository Trust Company, pursuant to a book-entry system (as described herein). No physical delivery of the Bonds will be made to the beneficial owners of the Bonds. Interest and principal will be paid to Cede & Co., which will distribute the payments to the participating members of The Depository Trust Company for remittance to the beneficial owners of the Bonds. (See "APPENDIX D — BOOK-ENTRY-ONLY SYSTEM")
Purpose	The Bonds are being issued to (i) refund all or a portion of certain outstanding commercial paper notes issued by the Authority (the "Refunded Notes") for the Texas Facilities Commission (the "Facilities Commission" or the "Lessee Agency"), as further identified on Schedule I attached hereto, in order to convert interim, variable-rate financing into long-term fixed-rate financing, (ii) refund, including purchasing through a tender offer, a portion of certain outstanding obligations issued by the Authority (the "Refunded Bonds" and together with the Refunded Notes, the "Refunded Obligations") for the Facilities Commission, as further identified on Schedule II attached hereto, in order to achieve a present value debt service savings and (iii) pay the costs of issuing the Bonds. (See "PLAN OF FINANCE," "SCHEDULE I — SCHEDULE OF REFUNDED NOTES" and "SCHEDULE II — SCHEDULE OF REFUNDED BONDS")
Source of Payment	The Lease (defined herein) of the Lessee Agency is the primary source of payment for the Bonds. The Lease obligates the Lessee Agency to make Rent Payments (defined herein) sufficient to pay the principal of and interest on the Bonds; however, the obligation of the Lessee Agency to make payments under the Lease is subject to, and dependent upon, appropriation by the Legislature of funds necessary to make

* Preliminary, subject to change.

such payments. The Legislature has no obligation to make such appropriations. There is no mortgage on the Project (defined herein) refinanced with the proceeds of the Bonds. (See "PLAN OF FINANCE," "THE BONDS – Source of Payment of the Bonds" and "– Limited Ability to Re-Lease Project")

Ratings

Fitch Ratings, Inc. ("Fitch") and S&P Global Ratings, a division of S&P Global Inc. ("S&P"), have assigned ratings of "AA+" and "AA+," respectively. (See "RATINGS")

Legality

The issuance of the Bonds is subject to the approval of the Attorney General of the State and the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, as to the validity of the issuance of the Bonds under the general laws of the State. (See "LEGAL MATTERS")

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PRELIMINARY OFFICIAL STATEMENT

relating to

TEXAS PUBLIC FINANCE AUTHORITY

\$228,105,000*

**Lease Revenue Refunding Bonds
(Texas Facilities Commission),
Series 2024**

INTRODUCTION

General

The Texas Public Finance Authority (the "Authority") is issuing its Lease Revenue Refunding Bonds (Texas Facilities Commission), Series 2024 (the "Bonds") as special and limited obligations of the Authority in the aggregate principal amount shown above. Capitalized terms used in this Official Statement and not otherwise defined herein shall have the meanings ascribed to them in "APPENDIX C — DEFINITIONS AND EXCERPTED PROVISIONS OF THE RESOLUTION."

The summaries of documents contained herein do not purport to be complete and are qualified in their entirety by reference to the respective documents. Copies of documents relating to the Authority may be obtained from the Executive Director, Texas Public Finance Authority, 300 W. 15th Street, Suite 411, Austin, Texas 78701, (512) 463-5544.

This Official Statement speaks only as of its date, except the Bond Appendix (defined below), ACFR (defined below) and any notice incorporated as described under "APPENDIX A — THE STATE OF TEXAS" which speak as of the date of their issuance. The information contained herein is subject to change. A copy of this Official Statement will be submitted to the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access ("EMMA") system. See "CONTINUING DISCLOSURE OF INFORMATION" for a description of the Authority's and the Comptroller's respective undertakings to provide certain information on a continuing basis.

PLAN OF FINANCE

Authority for Issuance

The Bonds are being issued pursuant to the authority granted to the Authority by the Texas Public Finance Authority Act, Chapter 1232, Texas Government Code, as amended (the "Texas Public Finance Authority Act"); the Appropriation Acts (as defined herein); Chapters 1207, 1371 and 2166 Texas Government Code, as amended (collectively with the Texas Public Finance Authority Act and the Appropriation Acts, the "Authorizing Law"); a bond resolution adopted by the Board on August 22, 2024 (the "Resolution"); and a pricing certificate (the "Pricing Certificate") approving the final terms of the Bonds as authorized by the Resolution. The Resolution and the Pricing Certificate are collectively referred to herein as the "Bond Resolution."

Purpose

The Bonds are being issued to (i) refund all or a portion of certain outstanding commercial paper notes issued by the Authority (the "Refunded Notes") for the Texas Facilities Commission (the "Facilities Commission" or the "Lessee Agency"), as further identified on Schedule I attached hereto, in order to convert interim, variable-rate financing into long-term fixed-rate financing, (ii) refund, including purchasing through a tender offer, a portion of certain outstanding obligations issued by the Authority (the "Refunded Bonds" and together with the Refunded Notes, the "Refunded Obligations") for the Facilities Commission, as further identified on Schedule II attached hereto, in order to achieve a present value debt service savings and (iii) pay the costs of issuing the Bonds. (See "SOURCES AND

* Preliminary, subject to change.

USES OF FUNDS," "SCHEDULE I — SCHEDULE OF REFUNDED NOTES" and "SCHEDULE II — SCHEDULE OF REFUNDED BONDS")

Commercial Paper Program

Pursuant to a resolution adopted on May 5, 2016, as amended and restated on January 9, 2020 (the "CP Resolution"), the Authority authorized a tax-exempt and taxable commercial paper program (the "Commercial Paper Program") pursuant to which commercial paper notes may be issued, from time to time, for the benefit of the Facilities Commission; provided, that the aggregate principal amount of the Commercial Paper Program at any time outstanding is currently limited by a commitment amount of \$200,000,000 pursuant to a liquidity agreement executed between the Authority and the Texas Comptroller of Public Accounts dated June 1, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the "Liquidity Agreement") relating to the Commercial Paper Program and a maximum authorized amount not to exceed \$1,242,855,581 (the "Authorized Amount") pursuant to the CP Resolution.

As of September 20, 2024, (i) the Authority's Revenue Commercial Paper Program (Texas Facilities Commission Projects), Series 2016A (Taxable) commercial paper notes (the "Taxable Notes") has no Taxable Notes outstanding and \$123,100,000 in aggregate principal amount of the Authority's Revenue Commercial Paper Program (Texas Facilities Commission Projects), Series 2016B (Tax-Exempt) commercial paper notes (the "Tax-Exempt Notes") are outstanding and (ii) the Authority has used \$813,300,000* of the Authorized Amount to finance certain costs of the Project leaving \$420,971,040 of the Authorized Amount remaining. The Tax-Exempt Notes and the Taxable Notes are collectively referred to herein as the "Commercial Paper Notes." (See "—Payment of Refunded Obligations" and "SOURCES AND USES OF FUNDS")

The Authority reserves the right to issue Commercial Paper Notes pursuant to the CP Resolution, on behalf of the Facilities Commission in furtherance of Projects, subject to the Authorized Amount and the appropriation of funds by the Legislature. The Lease, the rights of the Authority thereunder and the Rent Payments are security for the Bonds, Previously Issued Parity Bonds, Additional Bonds and Commercial Paper Notes outstanding from time to time. (See "—Security for the Bonds" and "THE LEASE")

Tender and Purchase of Refunded Bonds

The Authority is releasing an invitation to tender bonds, dated September 20, 2024 (the "Invitation"), to the beneficial owners of the Authority's Lease Revenue and Refunding Bonds (Texas Facilities Commission), Taxable Series 2020 (the "Target Bonds") on the terms set forth in the Invitation. Subject to the terms of the Invitation and certain other conditions described therein, on the date of delivery of the Bonds (the "Settlement Date") the Authority will purchase for cash the Target Bonds validly tendered and accepted for purchase (in the principal amounts comprising the Refunded Bonds, as set forth in Schedule II attached hereto). The Authority is expected to pay for such tendered Refunded Bonds, together with the costs related thereto, from (x) proceeds of the Bonds and (y) certain available funds of the Authority. The Refunded Bonds will be canceled on the Settlement Date and will no longer be deemed outstanding. Target Bonds not so purchased will, however, remain outstanding.

This description is not intended to summarize the terms of the Invitation, or to solicit offers to tender Target Bonds. See "SOURCES AND USES OF FUNDS" and "SCHEDULE II — SCHEDULE OF REFUNDED BONDS".

On the Settlement Date, the Financial Advisor will provide a sufficiency certificate verifying the sufficiency of cash deposited to pay the purchase price of the Refunded Bonds, plus costs related thereto.

Siebert Williams Shank & Co., LLC ("Siebert") is acting as the sole dealer manager for the Invitation (the "Dealer Manager"). Siebert will receive a fee for its services and will be reimbursed for any expenses it incurs as Dealer Manager. Siebert is also the book-running senior manager of the Bonds. (See "UNDERWRITING")

* This amount reflects the aggregate of the sum of Commercial Paper Notes issued to fund Project costs as well as the proceeds of certain fixed-rate bond issuances (i.e., the Refundable Bonds and the Previously Issued Parity Bonds) deposited into the Project Fund.

Payment of Refunded Notes*

The principal of and interest due on the Refunded Notes are to be paid on the maturity dates of such Refunded Notes from funds to be deposited in one or more separate special escrow accounts for the Refunded Notes (collectively, the "Escrow Fund") held with Texas Treasury Safekeeping Trust Company (the "Escrow Agent") in accordance with the Escrow Agreement for the Refunded Notes (the "Escrow Agreement") between the Authority and the Escrow Agent. A portion of the proceeds of the sale of the Bonds, together with other lawfully available funds of the Authority, if any, will be deposited with the Escrow Agent and invested in a portfolio of securities authorized by the CP Resolution (the "Escrowed Securities"). The Escrowed Securities will be sufficient together with uninvested funds to pay, when due, the principal of and interest on the Refunded Notes on their redemption date. See "SCHEDULE I – Schedule of Refunded Notes" for additional information concerning the Refunded Notes.

The accuracy of the mathematical computations of the adequacy of the maturing principal of and interest on the Escrowed Securities, together with the uninvested funds, to provide for the payment of the Refunded Notes will be verified by Robert Thomas CPA, LLC (the "Verification Agent"). See "VERIFICATION OF MATHEMATICAL COMPUTATIONS" herein. Money and Escrowed Securities on deposit in the Escrow Fund held by the Escrow Agent will not be available to pay debt service on the Bonds.

By the deposit of cash and Escrowed Securities with the Escrow Agent pursuant to the Escrow Agreement, the Authority will have entered into firm banking and financial arrangements for the discharge, defeasance and final payment of the Refunded Notes in accordance with applicable law and the terms of the resolution authorizing their issuance. Bond Counsel will render an opinion to the effect that, in reliance upon the report of the Verification Agent and as a result of such firm banking and financial arrangements, such Refunded Notes will be deemed to be no longer outstanding except for the purpose of receiving the funds provided in escrow therefor.

Security for the Bonds

The Lease obligates the Lessee Agency to make or cause to be made Rent Payments sufficient to pay, when due, the principal of, premium, if any, and interest on the Bonds and Commercial Paper Notes, outstanding from time to time, subject to the appropriation of funds by the Legislature (See "THE LEASE"). Pursuant to the Resolution, the Authority will pledge to the Bond Owners as security for the payment of the Bonds all right, title, and interest of the Authority in and to the Pledged Security, which, with respect to the Lease, primarily consists of the Pledged Revenues. The Lease, the rights of the Authority thereunder and the Rent Payments are security for the Bonds and the Commercial Paper Notes, outstanding from time to time. (See "THE BONDS – Source of Payment of the Bonds")

The Authority reserves the right to issue Additional Bonds or Commercial Paper Notes on behalf of the Facilities Commission in furtherance of Projects, subject to the Authorized Amount for Commercial Paper Notes and the appropriation of funds by the Legislature. The Lease, the rights of the Authority thereunder and the Rent Payments are security for the Bonds, Previously Issued Parity Bonds, Additional Bonds and Commercial Paper Notes outstanding from time to time. (See "– Commercial Paper Program" and "THE LEASE")

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* Preliminary, subject to change.

SOURCES AND USES OF FUNDS

The proceeds from the sale of the Bonds, together with other lawfully available funds of the Authority, will be applied as follows:

Sources of Funds

Principal Amount of the Bonds	\$
[Net] Reoffering Premium	
Authority Contribution	
Authority Contribution – Refunded Notes Interest	
Total	<u>\$</u>

Uses of Funds

Deposit to Escrow Fund ⁽¹⁾	\$
Purchase Price of the Refunded Bonds	
Costs of Issuance ⁽²⁾	
Total	<u>\$</u>

⁽¹⁾ Includes interest expense payable on Refunded Notes from the Authority Contribution.

⁽²⁾ Includes Underwriters' discount.

THE AUTHORITY

General

Under the Texas Public Finance Authority Act, the Authority's power is limited to financing and refinancing project costs for State agencies and institutions; and does not affect the power of the relevant State agency or institution to carry out its statutory authority, including the authority of such agency or institution to construct buildings. The Texas Public Finance Authority Act directs State agencies and institutions to carry out their authority regarding projects financed by the Authority as if the projects were financed by legislative appropriation.

Pursuant to the Texas Public Finance Authority Act and other applicable State law, 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 three commercial paper programs, namely: a lease-revenue commercial paper program, which is available for financing equipment acquisitions and for the construction or renovation of buildings; a general obligation commercial paper program for the Cancer Prevention and Research Institute of Texas; and the Commercial Paper Program for the Facilities Commission. In addition, in 2003, the Authority created a nonprofit corporation to finance projects for eligible charter schools pursuant to Chapter 53, Texas Education Code. Further, in 2021, the Authority created a nonprofit corporation, the Texas Natural Gas Securitization Finance Corporation, to issue customer rate relief bonds to recover certain extraordinary natural gas cost associated with the 2021 Winter Storm Uri, pursuant to H.B.1520, 87th Leg., R.S. (2021).

The Authority has issued revenue bonds on behalf of the Texas Parks & Wildlife Department, the Texas Facilities Commission, the Texas State Preservation Board, the Texas Department of Criminal Justice, the Texas Health & Human Services Commission (which includes the Texas Department of State Health Services and the Texas Department of Health), the Texas Workforce Commission, the Texas State Technical College System, the Texas Military Department, the Texas Historical Commission, Midwestern State University, Texas Southern University, Stephen F. Austin State University, the Texas Department of Transportation and the Texas Windstorm Insurance Association. It has also issued general obligation bonds for the Texas Parks & Wildlife Department, the Facilities Commission, the Texas Department of State Health Services, the Texas Department of Criminal Justice, the Texas Department of Aging and Disability Services, the Texas Department of Public Safety, the Texas Juvenile Justice Department (formerly Texas Youth Commission and Texas Juvenile Probation Commission), the Texas National Research Laboratory Commission, the Texas Historical Commission, the Texas School for the Blind and Visually Impaired, the Texas School for the Deaf, the Texas Department of Agriculture, the Texas Military Department (formerly Adjutant General's Department and Texas Military Facilities Commission), the Texas Department of Transportation, the Texas Military Preparedness Commission, and the Cancer Prevention Research Institute of Texas.

Before the Authority may issue bonds for the acquisition or construction of a building, the Texas Legislature must have authorized the specific project for which the bonds or other obligations are to be issued and the estimated cost of the project or the maximum amount of bonded indebtedness that may be incurred by the issuance of bonds. The Texas Supreme Court, in *Texas Public Building Authority v. Mattox*, 686 S. W. 2d 924 (1985), ruled that revenue bonds issued by the Authority do not constitute debt of the State within the meaning of the Texas Constitution. As set forth in the Texas Public Finance Authority Act, revenue obligations issued thereunder are not a debt of the State or any State agency, political corporation or political subdivision of the State and are not a pledge of the full faith and credit of any of them.

Authority Executives

The Authority is currently governed by the Authority Board, which is composed of seven members appointed by the Governor with the advice and consent of the State Senate. The Governor designates one member to serve as Chair at the pleasure of the Governor. The current members of the Authority Board, the office held by each member and the date on which each member’s term expires are as follows:

Name	Position	Term Expires (February 1)
Billy M. Atkinson, Jr. ⁽¹⁾	Chair	2023
Ramon Manning	Vice-Chair	2027
Jay A. Riskind	Secretary	2029
Lance S. Etcheverry	Member	2025
Larry G. Holt	Member	2027
Shanda G. Perkins	Member	2025
Benjamin E. Streusand	Member	2025

⁽¹⁾ State law provides that a member of the Authority Board whose term has expired remains in office until the earlier of (i) the date a successor is duly appointed by the Governor and takes the oath of office, or (ii) the last day of the first regular session of the Texas Legislature which begins after the expiration of the term.

The Authority generally employs approximately 15 employees, including an Executive Director, a General Counsel, a Deputy Director, and a Director of Business Administration. The Executive Director is charged with managing the affairs of the Authority, subject to and under the direction of the Authority Board.

Lee Deviney, Executive Director. The Authority Board appointed Mr. Deviney as the Executive Director of the Texas Public Finance Authority on June 5, 2014. Previously, Mr. Deviney served as the Chief Financial Officer of the Texas Economic Development and Tourism Office within the Office of the Governor since September 1, 2011. He has held similar positions at the Texas Lottery Commission and the Texas Education Agency and has served as Assistant Commissioner for Finance and Agribusiness Development for the Texas Department of Agriculture (“TDA”). Prior to his appointment as an Assistant Commissioner at TDA, Mr. Deviney served as Interim Executive Director and Director of Operations for the Texas Public Finance Authority and he was a Budget Examiner for the Texas Legislative Budget Board. Mr. Deviney has a Bachelor’s degree in Economics from The University of Texas at Austin and a Master’s degree in Business Administration from St. Edwards University.

John Hernandez, Deputy Director. Mr. Hernandez leads the Authority’s Finance and Accounting Team, which is responsible for debt service budgeting, arbitrage rebate compliance, the State of Texas Master Lease Program, financial reporting, and information technology. Mr. Hernandez and his team also provide support for new debt issuance of fixed rate and variable rate debt. Mr. Hernandez holds a B.A. in finance from St. Edwards University in Austin.

Pamela Scivicque, Director of Business Administration. Ms. Scivicque joined the staff of the Authority in 1990. She is currently responsible for legislative reporting, procurement, accounting, budgeting and risk and property management. Ms. Scivicque attended Texas State University, Texas Tech’s Southwest School of Governmental Finance, the Texas Fiscal Officers’ Academy (“TFOA”), and the Governor’s Executive Development Program. She

has served on numerous statewide committees, including TFOA’s curriculum committee, and is a member of the Texas State Business Administrators’ Association where she served as President in 2006.

Kevin Van Oort, General Counsel. Mr. Van Oort has served as the Authority’s General Counsel since September, 2014. Previously, Mr. Van Oort served as Senior Tax Counsel for the Office of the Texas Attorney General; Deputy General Counsel for the Texas Comptroller of Public Accounts, and General Counsel for the Texas Legislative Budget Board. Mr. Van Oort took his bachelor’s degree in Economics at the University of Nebraska and his J.D. at The University of Texas.

Sunset Review

In 1977, the Texas Legislature enacted the Texas Sunset Act (Chapter 325, Texas Government Code, as amended) (the “Sunset Act”), which provides that virtually all agencies of the State, including the Authority, are subject to periodic review of the Texas Legislature and that each agency subject to sunset review will be abolished unless the Texas Legislature specifically determines to continue its existence. The next sunset review of the Authority is scheduled to occur in 2029. The Texas Public Finance Authority Act, as amended by the 88th Texas Legislature, provides that if the Authority is not continued in existence, the Authority will cease to exist as of September 1, 2029; however, the Texas Sunset Act also provides, unless otherwise provided by law, that the Authority will exist until September 1 of the following year (September 1, 2030) in order to conclude its business.

Pursuant to the Texas Sunset Act, the Texas Legislature specifically recognizes the State’s continuing obligation to pay bonded indebtedness and all other obligations incurred by various State agencies, including the Authority. Accordingly, in the event that a future sunset review were to result in the Authority being abolished, the Governor would be required by law to designate an appropriate State agency to continue to carry out all covenants contained in the Bonds and in all other obligations, including lease, contract and other written obligations of the Authority. The designated State agency would provide payment from the sources of payment of the Bonds in accordance with the terms of the Bonds and would provide payment from the sources of payment of all other obligations in accordance with their terms, whether from a State general obligation pledge, revenues or otherwise, until the principal of and interest on the Bonds are paid in full and all other obligations, including lease, contract and other written obligations, are performed and paid in full

State Audits

General. The State Auditor’s Office (“SAO”) is the independent auditor for Texas state government. The SAO operates with oversight from the Legislative Audit Committee, a six-member permanent standing committee of the Texas Legislature, jointly chaired by the Lieutenant Governor and the Speaker of the House of Representatives.

The SAO is authorized by Chapter 321 of the Texas Government Code to perform financial audits, compliance audits, investigations and other special audits of any entity receiving State funds, including State agencies and higher education institutions. Audits are performed in accordance with generally accepted government auditing standards, which include standards issued by the American Institute of Certified Public Accountants, Governmental Accounting Standards Board, United States General Accounting Office or other professionally recognized entities that prescribe auditing standards.

Texas Bond Review Board

With certain exceptions, bonds issued by State agencies and institutions, including bonds issued by the Authority, must be approved by the Texas Bond Review Board (the “Bond Review Board”) prior to their issuance. The Bond Review Board is composed of the Governor, the Lieutenant Governor, the Speaker of the House of Representatives, and the Texas Comptroller of Public Accounts (the “Comptroller”). The Governor is the Chairman of the Bond Review Board. Each member of the Bond Review Board may, and frequently does, act through a designee.

On September 19, 2024, the Bond Review Board approved the issuance of the Bonds.

Retirement Plan of the Authority

The Authority participates in joint contributory retirement system of the State administered by the Employees Retirement System of Texas ("ERS"), which is operated by the State and which covers State employees and the Law Enforcement and Custodial Officers System. For more detailed information on the ERS and other State administered retirement plans, see the Bond Appendix described in "APPENDIX A — THE STATE OF TEXAS" attached hereto.

The Texas Public Finance Authority Act; Payment and Approval of the Bonds

Under the Texas Public Finance Authority Act, the Authority's power is limited to financing projects and does not affect the power of the Facilities Commission to carry out its statutory authority, including its authority to construct buildings. The Texas Public Finance Authority Act directs State agencies and institutions to carry out their authority regarding projects financed by the Authority as if the projects were financed by legislative appropriation. Accordingly, the Authority will not be responsible for supervising the construction and maintenance of any of the projects of the Facilities Commission.

Payments on the Bonds will be made solely from the Pledged Revenues. See "SECURITY FOR THE BONDS." Any default in payments on the Bonds will not affect the payment of any other obligations of the Authority.

TEXAS FACILITIES COMMISSION

General. The Facilities Commission, an agency of the State, established pursuant to Chapter 2152 of the Texas Government Code, as amended, is generally responsible for the acquisition, construction, equipping, modernization, and remodeling of State-owned buildings to be occupied by State agencies and for the maintenance of State-owned property.

Three members of the Facilities Commission are appointed by the Governor with the advice and consent of the State Senate; two members are appointed by the Governor from a list of nominees provided by the Speaker of the State House of Representatives; and two members are appointed by the Lieutenant Governor. Members of the Facilities Commission hold office for staggered terms of six years. Mike Novak is the Executive Director of the Facilities Commission.

Sunset Review. The Facilities Commission is subject to review under the Texas Sunset Act. The next scheduled review of the Facilities Commission under the Texas Sunset Act is during the legislative session in the year 2029. The Facilities Commission's enabling act provides that if the Facilities Commission is not continued in existence, the Facilities Commission will cease to exist on September 1, 2029; however, the Texas Sunset Act provides that the Facilities Commission will exist until September 1 of the following year (September 1, 2030) in order to conclude its business.

Project Financed by the Refunded Obligations. Proceeds of the Refunded Obligations issued were used to finance the Project, which was leased pursuant to a lease agreement between the Authority and the Facilities Commission executed on June 21, 2016, as amended by the First Amendment to the Lease Agreement dated June 18, 2019 and a Second Amendment to the Lease Agreement dated June 1, 2020, and as may be amended from time to time (collectively, the "Lease"). The Project includes the following: (i) Capitol Complex Utility Infrastructure, Phase One; (ii) Capitol Complex Office Building and Parking Garage, Phase One; (iii) Capitol Complex MLK Blvd; (iv) North Austin Campus New Building and Parking Garage, Phase One; and (v) Capitol Complex Office Buildings and Parking Garages, Phase Two; and North Austin Campus New Building and Parking Garages, Phase Two. (See "PLAN OF FINANCE — Commercial Paper Program")

THE BONDS

Description of the Bonds

The Bonds will be issued in book-entry form pursuant to the Book-Entry-Only System described below. Beneficial owners of Bonds will not receive physical delivery of the bond certificates. The Bonds will be issuable in fully registered form and purchases of Bonds are required to be in the denomination of \$5,000 or any integral multiple thereof. The Bonds will bear interest at the respective rates shown on page ii of this Official Statement, calculated on the basis of a

360-day year composed of twelve 30-day months. The Bonds will mature in the respective principal amounts and on the respective dates shown on page ii of this Official Statement. The Bonds accrue interest from the Date of Delivery and are payable semi-annually on each February 1 and August 1, commencing February 1, 2025* (each an "Interest Payment Date").

Redemption

Optional Redemption

The Bonds maturing on and after February 1, 2036*, are subject to redemption prior to maturity at the option of the Authority, in whole or in part, from time to time, in principal amounts of \$5,000 or any integral multiple thereof, in such manner as the Authority may select, on February 1, 2035*, or on any date thereafter, at a redemption price equal to par plus accrued interest from the most recent interest payment date to the date fixed for redemption.

Bonds may be redeemed only in integral multiples of \$5,000 of principal amount. If a Bond subject to redemption is in a denomination larger than \$5,000, a portion of such Bond may be redeemed, but only in integral multiples of \$5,000. In selecting portions of Bonds for redemption, the Paying Agent/Registrar shall treat each Bond as representing that number of Bonds of \$5,000 denomination that is obtained by dividing the principal amount by \$5,000. Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar shall authenticate and deliver for exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Not less than thirty (30) nor more than forty-five (45) days prior to a redemption date for any Bond, a notice of redemption will be sent in the name of the Authority to each Bond Owner of a Bond to be redeemed in whole or in part at the address of such Bond Owner appearing on the Register at the close of business on the Business Day next preceding the date such notice is sent. Such notice shall state the redemption date, the redemption price, the place at which such Bonds are to be surrendered for payment and, if less than all the Bonds outstanding are to be redeemed, the numbers of the Bonds or portions thereof to be redeemed. So long as the Bonds remain Book-Entry Bonds, the Authority shall only be required to send such notice of redemption to the Securities Depository (or its nominee). Any notice of redemption so sent as provided in this provision will be conclusively presumed to have been duly given, whether or not the Bond Owner receives such notice by the date fixed for redemption, and due provisions shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed. When Bonds have been called for redemption, in whole or in part, and notice of redemption has been given as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding, except for the purpose of receiving payment solely from the funds so provided for redemption, and interest that would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Resolution have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice shall state that such redemption may, at the option of the Authority, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Authority shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

Mandatory Redemption

The Bonds may also be subject to mandatory sinking fund redemption in the event the Underwriters elect to combine two or more consecutive maturities of the Bonds to create one or more term bonds (the "Term Bonds").

* Preliminary, subject to change.

Source of Payment of the Bonds

Pursuant to the Resolution, the Authority pledges as the sole security and sole source of payment for the Bonds: (i) Pledged Revenues; (ii) the Lease and any rights and remedies of the Authority under the Lease or any other lease or use arrangement of all or any part of the Project (except for any right to receive proceeds of insurance maintained with respect to the Project, to indemnification, and to payment of Bond Administration Costs); and (iii) amounts on deposit in the Interest and Sinking Fund and any related account therein that are lawfully available for the payment of Bond Obligations.

Pledged Revenues consist of (i) all Rent Payments required to be made pursuant to the Lease that have been assigned as security for the Parity Bonds and the Refundable Notes; (ii) any receipts derived from the exercise of any rights or remedies of the Authority with respect to the Pledged Security; (iii) if the Lease assigned as security for the Parity Bonds or the Refundable Notes are terminated, the net revenues (i.e. revenues net of operating and maintenance expenses, determined in accordance with generally accepted accounting principles) derived from the Projects identified therein; and (iv) any receipts received by or on behalf of the Authority from another State agency with respect to all or any portion of the Project which was financed with proceeds of the Parity Bonds or Refundable Notes in the event such Project or portion thereof is subleased or otherwise transferred to such agency.

As described below, the determination of the source (if any) of Pledged Revenues is made by the Legislature as part of the State's budget process on a biennial basis, and accordingly may vary in any future biennium.

The Lease obligates the Lessee Agency to make Rent Payments in amounts sufficient to pay the principal of, premium, if any, and interest on the Bonds. (See "THE LEASE – *Rent Payments*")

The obligation of the Lessee Agency to make Rent Payments under the Lease is subject to, and dependent upon, the appropriation of funds by the Legislature in amounts sufficient to make such payments. Under the Texas Constitution, an appropriation may not be made for more than one biennium. Accordingly, at any given time, the Lessee Agency's obligations under the Lease will be limited to the then-current fiscal year or biennium and, if the Legislature has adopted an appropriations bill, for the succeeding fiscal year or biennium. Although the term of the Lease extends beyond the current fiscal year or biennium, the continuation of the Lease is dependent upon the successive appropriation in the budget for each fiscal year or biennium of sufficient money to make the payments required thereunder, and the failure of the Legislature to make such appropriation may result in the termination of the Lease. While it is expected that the Legislature will make appropriations for each fiscal year or biennium in an amount sufficient to allow the Lessee Agency to make the Rent Payments, the Legislature has no legal obligation to do so, and the Bond Owners will have no right to compel the Legislature to make such appropriations.

Chapter 1208 of the Texas Government Code, as amended, applies to the issuance of the Bonds, and therefore, the pledge of the Pledged Security granted by the Authority under the Resolution is valid, effective, and perfected. At any time while the Bonds are outstanding and unpaid, if State law is amended with such result that the pledge of the Pledged Security becomes subject to the filing requirements of Chapter 9 of the Texas Business & Commerce Code, the Authority has agreed (in order to preserve to the Bond Owners a security interest in such pledge) to take such measures as it determines are reasonable and necessary under State law to comply with Chapter 9 of the Texas Business & Commerce Code and enable a filing of a security interest in the pledge to occur for the benefit of the Bond Owners.

The Authority has never defaulted on bonds or other obligations payable from rent payments subject to biennial appropriation by the Legislature.

Rent Payments will ultimately be made from funds appropriated by the Legislature to the Lessee Agency, and there may be various factors, including the financial condition of the State, that could have a bearing upon whether the Legislature will be willing to appropriate funds to make Rent Payments. (See "GENERAL INFORMATION REGARDING THE STATE OF TEXAS")

The Authority reserves the right to issue Additional Bonds or Commercial Paper Notes on behalf of the Facilities Commission in furtherance of Projects, subject to the Authorized Amount for Commercial Paper Notes and the appropriation of funds by the Legislature. The Lease, the rights of the Authority thereunder and the Rent Payments are security for the Bonds, Previously Issued Parity Bonds, Additional Bonds and

Commercial Paper Notes outstanding from time to time. (See "PLAN OF FINANCE – Commercial Paper Program" and "THE LEASE")

Limited Ability to Re-Lease Project

The Authority has not granted the Bond Owners a lien against, or security interest in, the Project as security for the Bonds. If the Lessee Agency defaults in the payment of amounts due under the Lease or the Lease is terminated because of nonappropriation, the Authority has the right, in accordance with the Lease, to re-lease the Project to other users. However, the ability of the Authority to re-lease all or any part of the Project upon default under the Lease (or termination of the same because of nonappropriation) may be impaired by factors such as the integration of the Project with other State facilities and the specialized nature of the Project. The Authority's ability to re-lease all or any part of the Project is further limited by federal income tax-related covenants contained in the Resolution and in the CP Resolution authorizing the issuance of the Commercial Paper Notes which, in order to preserve the excludability of interest on the tax-exempt Commercial Paper Notes from gross income for federal income purposes, effectively prohibits the lease of the Project to non-governmental users without the consent of the applicable Bond Owners. The ability of the Authority to re-lease all or any part of the Project also may be hindered by the traditional reluctance of the courts to evict a governmental body from a facility that is used in the performance of its governmental functions, especially if that governmental body has the right to occupy that facility, pursuant to the terms of another valid agreement.

State Lease Fund Account

The Texas Public Finance Authority Act provides for the State Lease Fund Account, and provides that the Legislature may make its appropriation of funds (including funds appropriated for Rent Payments due under the Lease) to the Lessee Agency directly into the State Lease Fund Account. The State Lease Fund Account is a separate account in the State Treasury for accounting purposes, but money credited to the account will not be segregated from other State money. The Bond Owners will have no interest in, or rights to, money credited to the State Lease Fund Account.

Flow of Funds

The Authority previously established an interest and sinking fund for the Parity Bonds issued as tax-exempt obligations, and an interest and sinking fund for the Parity Bonds issued as taxable bonds (together, the "Interest and Sinking Fund") which will be held by the Comptroller in the State Treasury. All money required to be deposited with or paid to the Authority and credited to the applicable Interest and Sinking Fund will be held in trust and, except for funds held for the payment of Bond Obligations that have become due, will be subject to the pledge created by the Resolution for the Bonds.

The Authority will cause to be deposited into the applicable Interest and Sinking Fund from the Pledged Revenues an amount that is sufficient (together with any other money on deposit therein) to provide for the timely payment of the Bond Obligations for the Bonds, such deposit to be made not later than the second Business Day preceding each date on which any Bond Obligations come due. The Authority may make any such deposit on an earlier date so long as such date is not earlier than the 50th day before the date that the Bond Obligations for which such deposit is made come due.

If, after any Rent Payment Date applicable to the Lease but before the date that payment of the principal of, premium, if any, and interest on the Bonds next comes due following such Rent Payment Date, the Comptroller receives written instructions of the Executive Director to transfer funds to the applicable Interest and Sinking Fund from funds lawfully appropriated or other funds lawfully available to the Lessee Agency as may be directed by the Lessee Agency in order to cure a deficiency in the applicable Interest and Sinking Fund, the Comptroller, upon receipt of such instructions, will make such transfer in the amount and otherwise in accordance with such instructions.

Pursuant to the Lease, if insurance or condemnation proceeds are received as a result of fire or other casualty, or title to such Project being taken by theft, loss, or other exercise of the power of eminent domain or otherwise while the Lease is in effect, the Lessee Agency shall elect to either: (A) use its own funds to promptly repair, restore or replace (in which case such replacement of any Project shall become subject to the provisions of the Lease as if it were the originally leased Project) such Project and such funds of the Lessee Agency, or net proceeds of a condemnation award or insurance policy, if any, shall be delivered to the Authority to be deposited in the Project Fund (as defined in the Lease) and applied by the Authority to the repayment of the cost of such repair, restoration or replacement, in the same manner and

upon the same conditions as set forth in the Resolution for the payment of project costs from the Project Fund or (B) prepay all Rent Payments applicable to such Project in an amount equal to the then outstanding aggregate principal portion of all regular Rent Payments plus all of the accrued interest portions plus other amounts that may be required under Bond Obligations applicable to such Project.

Any balance of insurance or condemnation proceeds remaining after the repair, restoration or replacement, or in the event the Lessee Agency elects not to repair, restore or replace the Project, such funds shall be deposited pro rata in each respective Interest and Sinking Fund for the payment of Bond Obligations.

Money held by the Comptroller may be invested in Eligible Investments authorized by law for State funds as selected by the Comptroller. Income from any investment of money in a Fund shall be deposited in such Fund.

Book-Entry-Only System

In reading this Official Statement, it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to Registered Owners should be read to include the person for which the Direct Participant or Indirect Participant acquires an interest in the Bonds, 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 Indenture will be given only to DTC. (See "APPENDIX D — BOOK-ENTRY-ONLY SYSTEM")

THE PAYING AGENT/REGISTRAR AND THE AUTHORITY, SO LONG AS THE DTC BOOK-ENTRY SYSTEM IS USED FOR THE BONDS, WILL SEND ANY NOTICE OF PROPOSED AMENDMENT TO THE RESOLUTION OR OTHER NOTICES WITH RESPECT TO SUCH BONDS ONLY TO DTC. ANY FAILURE BY DTC TO ADVISE ANY DTC PARTICIPANT OR OF ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT TO NOTIFY THE BENEFICIAL OWNERS, OF ANY NOTICES AND THEIR CONTENTS OR EFFECT WILL NOT AFFECT ANY ACTION PREMISED ON ANY SUCH NOTICE. NEITHER THE AUTHORITY NOR THE PAYING AGENT/REGISTRAR WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS, OR THE PERSONS FOR WHOM DTC PARTICIPANTS ACT AS NOMINEES, WITH RESPECT TO THE PAYMENTS ON THE BONDS OR THE PROVIDING OF NOTICE TO DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS, OR BENEFICIAL OWNERS.

THE LEASE

The Lessee Agency entered into the Lease for the purpose of financing the Project being refinanced by the Bonds. The following is a summary of certain provisions of the Lease, as amended. This summary does not purport to be comprehensive or definitive and is qualified in its entirety by reference to the Lease. A copy of the Lease is available for examination at the offices of the Authority.

Lease of Project. The Lease provides that the Authority leases the Project to the Lessee Agency, and the Lessee Agency leases the Project from the Authority.

Rent Payments. On each Regular Rent Payment Date, the Lessee Agency must pay or cause to be paid Rent Payments in the amounts, at the times, and otherwise in accordance with the Lease. The Lessee Agency must pay the Rent Payments or cause the Rent Payments to be paid, from funds lawfully available for the payment of Rent Payments, to the Comptroller for deposit into the State Lease Fund Account. Each Rent Payment must be paid in immediately available funds on or before the second Business Day preceding each Regular Rent Payment Date and to pay obligations under the Lease in amounts and on the dates fixed by the Authority. Rent Payments are due on each Regular Rent Payment Date (the second business day preceding the date each payment of principal, premium, if any, or interest is due on the Parity Bonds), provided, however, if the Lessee Agency receives notice from the Executive Director to the effect that sufficient funds for the payment of all Payment Obligations (as defined in the Lease) are not on deposit in the State Lease Fund Account, the Lessee Agency must immediately (before the close of business) cause to be deposited in immediately available funds (to the extent lawfully available) the amount directed by the Executive Director. The Executive Director may establish any other date as a Special Rent Payment Date for the payment of any amounts due under the Lease.

The Lessee Agency may prepay Rent Payments or cause Rent Payments to be prepaid at any time and in any amount. Any prepayment by the Lessee Agency will not relieve it of liability for each remaining Rent Payment (including both the interest portion and the principal portion thereof) as provided in the Lease.

The Lessee Agency has agreed to transfer and pay to the Authority as a portion of the Lease Payments (of which the Rent Payments are a component), an amount in addition to the Rent Payments that is related to certain overhead and operating expenses caused by the Commercial Paper Program, the Bonds and other obligations being outstanding and the Project, determined annually by the Authority and certified to the Lessee Agency as the amount payable for such purposes.

Lessee Agency's Obligation Unconditional, Subject to Appropriation. All obligations of the Lessee Agency under the Lease are absolute and unconditional and are not subject to any diminution, abatement, setoff, or counterclaim and the Lessee Agency may not suspend or discontinue any Lease Payment. The Lessee Agency must apply, or cause to be applied, any funds lawfully available to it to pay the Lease Payments as they come due. The Lessee Agency waives, to the extent permitted by applicable law, any right that it may have to terminate or cancel the Lease, except in accordance with the express terms thereof. Notwithstanding any other provision of the Lease, including the preceding provision, the payment of Lease Payments and other payments required to be made by the Lessee Agency thereunder will be subject to the enactment by the Legislature of appropriations of funds for the purpose of, and in amounts sufficient to, make the payments required under the Lease.

Change and Substitution of Project. The Lessee Agency may alter all or any of the Project (as described in the respective project description in the Lease) or substitute other facilities for all or any part of the Project if, before such alteration or substitution is made:

- (i) (A) in the case of an alteration or substitution that would cause the amount of funds necessary to complete the acquisition and/or construction of the Project (as altered or substituted) to exceed the Project Completion Amount (as defined in the Lease), an authorized representative of the Lessee Agency certifies to the Authority that the Lessee Agency has sufficient legally available funds to complete the acquisition and/or construction and installation of the Project; (B) the Project so altered or substituted has the same or greater remaining useful life as the Project to be substituted; and (C) the Project so substituted is of equal or greater usefulness or value to the Lessee Agency;
- (ii) the authorized representative of the Lessee Agency obtains an opinion of Bond Counsel or the written advice of the Attorney General of the State of Texas to the effect that such alteration or substitution is authorized by law and would not constitute an Event of Taxability (as defined in the Lease); and
- (iii) an authorized representative of the Lessee Agency notifies the Authority of such alteration or substitution and provides the Authority with a Project Substitution Certificate (as provided in the Lease) and the Lease is amended to reflect the Project as altered or substituted.

Compliance with Laws; Repair and Maintenance; Limitation of Liability. The Lessee Agency must comply with all municipal, county, state, and federal laws, rules, regulations and ordinances applicable to the Project and the use or occupancy thereof. The Lessee Agency shall provide for the service, repair, and maintenance of all Projects at its own expense so as to keep the Projects in as good condition, repair, appearance, and working order as when delivered to the Lessee Agency under the Lease, ordinary wear and tear excepted. The Lessee Agency must, at its own expense, replace any Project and all parts and devices which may become stolen, lost, damaged beyond repair, or rendered unfit for use for any reason whatsoever; provided that all such replacement parts, mechanisms, and devices shall be free and clear of liens, encumbrances, and rights of others so as not to impair the Authority's security interest in the Project.

Title. With respect to the Project, the Lessee Agency has certified to the Authority that the State, Lessee Agency or the Authority has good and irrefutable title in fee simple to the real property on which the Project is being constructed and no other person or entity has any right, title or interest therein. If it is discovered at a subsequent point in time that there is a lien or encumbrance of any nature whatsoever upon title to the Project or any part thereof, the Lessee Agency must, upon demand from the Authority, correct such defects in title, remove such liens or encumbrances and/or obtain title insurance for the Project, all at the expense of the Lessee Agency.

To the extent required to clear up any subsequently discovered encumbrance of title to the Project, the Lessee Agency shall cause title insurance to be issued which insures the State's title to the Project in an amount equal to the value of the real estate associated with the building or the Project (to the extent the Project is insurable on reasonable terms in the commercial market) or such other amount to be mutually determined by the Authority and the Lessee Agency.

Use of Project. The Lessee Agency may use each Project for any lawful purpose consistent with the normal intended use of such Project including leasing or subleasing any portion of the Project to any agency or political subdivision of the State; provided, however, before the Lessee Agency leases or subleases any portion of the Project, the Executive Director must determine that such action will not constitute an Event of Taxability (as defined in the Lease), through opinion of counsel. No sublease by the Lessee Agency of any portion of the Project may release the Lessee Agency from, or mitigate its obligations under, the Lease and the Lessee Agency will continue to be obligated to make all payments required under the Lease.

Disposition of Project. At the direction of the Legislature, the Authority may sell or otherwise dispose of all or any part of any Project (or all Projects), provided the Authority applies the proceeds of such sale or disposition in accordance with such directive.

Events of Default Under the Lease. The following are "Events of Default" under the Lease:

- (i) the failure to pay when due any Lease Payment for which the Legislature has appropriated funds that are legally available to make such Lease Payments;
- (ii) the failure of the Lessee Agency to cure any breach by the Lessee Agency of any representation, warranty, or agreement under this Lease within 45 days (or such longer period as the Authority, in its discretion, may specify) after the date of having been directed by the Authority to cure such breach unless the Authority has extended such period or unless the Authority has waived such breach; or
- (iii) the occurrence of any act of bankruptcy of the Lessee Agency, the Authority, or the State.

Remedies Upon Occurrence of Events of Default Under the Lease. Upon the occurrence of and during the continuance of any Event of Default (as defined in the Lease) arising from the failure to make a Lease Payment, or during the continuance of an Event of Nonappropriation, or upon 30 days prior to the expiration of the commitment of any provider of liquidity or credit enhancement for any obligations while such obligations are still outstanding, any one or more of the following remedial actions may be taken by the Authority:

- (i) declare all of the remaining unpaid principal portion of the Rent Payments under the Lease to be immediately due and payable solely to the extent the Legislature has appropriated funds for such payment; or
- (ii) enter and take possession of any or all Projects under the Lease without terminating the Lease, and sublease all or any part of such Projects for the account of the Lessee Agency;

provided, that if the Authority shall lease or sublease any Project, it may lease or sublease such Project only to persons and under such conditions, that will not constitute or create an Event of Taxability.

Upon the occurrence of and during the continuation of any Event of Default (as defined in the Lease) or an Event of Nonappropriation, the Authority may take any action at law or in equity to collect any amount due or that may become due under the Lease or to enforce performance of any obligation of the Lessee Agency under the Lease by mandamus or otherwise.

No remedy in the Lease conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy is cumulative and in addition to every other remedy given under the Lease or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any remedy shall impair the right to exercise such remedy. In order to entitle the Authority to exercise any remedy reserved to it, it will not be necessary to give any notice other than such notice as may be required in the Lease.

To the extent provided in the Resolution, such rights and remedies as are given the Authority thereunder will, upon execution and delivery of the Resolution, be assigned to the Bond Owners, as provided in the Resolution, and a majority of such Bond Owners will have the right to exercise (to the extent permitted by law) such rights and remedies, pursuant to the Resolution in the same manner and under the limitations and conditions that such Bond Owners are entitled to exercise rights and remedies pursuant to the Resolution upon the occurrence of an Event of Default or an Event of Nonappropriation under the Resolution.

Performance of Obligations by Authority or Lessee Agency. While the Lessee Agency is in default of any provision of the Lease, the Lessee Agency authorizes (to the extent permitted by law) the Authority to take any lawful action to cure such default and to each act in the name and stead of the Lessee Agency to the same extent as such Lessee Agency is empowered to act.

Remedies Upon an Event of Nonappropriation. Upon an Event of Nonappropriation, the Authority may exercise its remedies to the extent described above, except that the Authority may not seek to compel payment from the Lessee Agency, whether by an acceleration of the Bonds, by mandamus, or by any other legal or equitable proceeding of Rent Payments for which there has been no appropriation by the Legislature.

Term of Lease. The Lease will remain in full force and effect until the date all Payment Obligations (as defined in the Lease) on all outstanding Bonds (as defined in the Lease) and Commercial Paper Notes have been paid (or provision has been made for payment in accordance with the relevant Authority Resolution) and all other obligations under the Lease have been satisfied, unless the Lease is otherwise terminated pursuant to its terms.

Reinstatement. If the Lease is terminated as a result of the occurrence of an Event of Default, the Authority agrees to reinstate the Lease when all defaults under the Lease have been cured or waived, and the Lessee Agency shall be restored to the use, occupancy, and possession of the Project, subject to the rights of any person who has entered into a binding agreement providing for the leasing of all or any portion of the Project.

Conveyance Upon Termination. When the Lease is terminated as a result of all Lease Payments having been paid with respect to the Project identified thereon, the Executive Director shall notify the Lessee Agency that Lease Payments are no longer required to be made, and the Authority, for the sum of \$1.00 paid to it, shall convey its right, title, and interest in such Project to the Lessee Agency.

Amendment of Lease. The Authority and the Lessee Agency, by mutual agreement, may amend the Lease in accordance with the provisions of the Lease.

RATINGS

Fitch Ratings, Inc. ("Fitch") and S&P Global Ratings ("S&P"), have assigned ratings of "AA+" and "AA+" to the Bonds, respectively. An explanation of the significance of such ratings may be obtained from the companies furnishing the ratings. The ratings reflect only the respective view 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 such rating companies, if in the judgment of such companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings, or either of them, may have an adverse effect on the market price of the Bonds.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code"). Bond Counsel is of the further opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes that interest on the Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix B hereto.

To the extent the issue price of any maturity of the Bonds is less than the amount to be paid at maturity of such Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Bonds), the difference constitutes “original issue discount,” the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Bonds which is excluded from gross income for federal income tax purposes. For this purpose, the issue price of a particular maturity of the Bonds is the first price at which a substantial amount of such maturity of the Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Bonds accrues daily over the term to maturity of such Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Bonds. Beneficial Owners of the Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Bonds in the original offering to the public at the first price at which a substantial amount of such Bonds is sold to the public.

Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) (“Premium Bonds”) will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of obligations, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner’s basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The Authority has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants.

Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel’s attention after the date of issuance of the Bonds may adversely affect the value of, or the tax status of interest on, the Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Bonds is excluded from gross income for federal income tax purposes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Bonds may otherwise affect a Beneficial Owner’s federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislature proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel’s judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service (“IRS”) or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority, or about the effect of

future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority or the Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, Beneficial Owners would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Authority legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Bonds, and may cause the Authority or the Beneficial Owners to incur significant expense.

Payments on the Bonds generally will be subject to U.S. information reporting and possibly to "backup withholding." Under Section 3406 of the Code and applicable U.S. Treasury Regulations issued thereunder, a non-corporate Beneficial Owner of Bonds may be subject to backup withholding with respect to "reportable payments," which include interest paid on the Bonds and the gross proceeds of a sale, exchange, redemption, retirement or other disposition of the Bonds. The payor will be required to deduct and withhold the prescribed amounts if (i) the payee fails to furnish a U.S. taxpayer identification number ("TIN") to the payor in the manner required, (ii) the IRS notifies the payor that the TIN furnished by the payee is incorrect, (iii) there has been a "notified payee underreporting" described in Section 3406(c) of the Code or (iv) the payee fails to certify under penalty of perjury that the payee is not subject to withholding under Section 3406(a)(1)(C) of the Code. Amounts withheld under the backup withholding rules may be refunded or credited against a Beneficial Owner's federal income tax liability, if any, provided that the required information is timely furnished to the IRS. Certain Beneficial Owners (including among others, corporations and certain tax-exempt organizations) are not subject to backup withholding. The failure to comply with the backup withholding rules may result in the imposition of penalties by the IRS.

THE BONDS AS LEGAL INVESTMENTS IN TEXAS

Chapter 1201, Texas Government Code, as amended, provides that obligations, such as the Bonds, are legal and authorized investments for insurance companies, fiduciaries and trustees, and for the sinking funds of municipalities and other political subdivisions or public agencies of the State. The Bonds are also eligible to secure deposits of any public funds of the State, its agencies, and political subdivisions, and are lawful and sufficient security for those deposits to the extent of their market value. For political subdivisions in the State that have adopted investment policies and guidelines in accordance with the Public Funds Investment Act (Chapter 2256, Texas Government Code, as amended), the Bonds may need to be assigned a rating of at least "A" or its equivalent as to investment quality by a national rating agency before such obligations are eligible investments for sinking funds and other public funds. (See "RATINGS")

The Authority has made no investigation of other laws, rules, regulations, or investment criteria which might apply to such institutions or entities or which might limit the suitability of the Bonds for any of the foregoing purposes or limit the authority of such institutions or entities to purchase or invest in the Bonds for such purposes. The Authority has made no review of laws in other states to determine whether the Bonds are legal investments for various institutions in those states.

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 Bonds or the validity of the Bonds. See "APPENDIX A — THE STATE OF TEXAS" to this Official Statement concerning legal proceedings to which the State is a party relating to its operations and governmental functions but unrelated to the Bonds or the security for the Bonds.

GENERAL INFORMATION REGARDING THE STATE OF TEXAS

Bond Appendix

The Texas Comptroller of Public Accounts (the "Comptroller") prepares (a) a quarterly appendix (the "Bond Appendix") which sets forth certain information regarding the State (including its government, finances, economic profile, and other matters) for use by State entities when issuing debt, (b) an annual Annual Comprehensive Financial Report ("ACFR"), which includes financial statements audited by the SAO, and (c) from time to time notices of certain events as described under "CONTINUING DISCLOSURE OF INFORMATION — Continuing Disclosure Undertaking of the Comptroller — *Event Notices*." All such documents are provided to the Municipal Securities Rulemaking Board (the "MSRB") and publicly accessible as described in "APPENDIX A — The State of Texas." The most current such documents are described in "APPENDIX A — The State of Texas" and incorporated herein by reference. No representation is made that such documents contain all facts material to an evaluation of the ability of the State to make appropriations to the Lessee Agency to make Rent Payments under the Lease when due, or the value of the Bonds, or that any specific information should be accorded any particular significance.

CONTINUING DISCLOSURE OF INFORMATION

Continuing Disclosure Undertakings

Each of the Authority and the Comptroller has entered into a separate undertaking for the benefit of bondholders to provide certain updated information and notices to the MSRB through EMMA, as described below.

Continuing Disclosure Undertaking of the Authority

General. In the Resolution, the Authority has made the following agreement for the benefit of the Bond Owners and Beneficial Owners of the Bonds. Under the agreement, the Authority will be obligated to provide timely notice of specified events to the MSRB. The information will be available to investors by the MSRB through its EMMA system, free of charge at www.emma.msrb.org.

Annual Reports. The Authority and the legal and beneficial owners of the Bonds are third-party beneficiaries of the Comptroller's Continuing Disclosure Agreement. The Comptroller will provide certain updated financial information and operating data to the MSRB, in an electronic format as prescribed by the MSRB, annually, as set out in the Continuing Disclosure Agreement, and described under "— Continuing Disclosure Undertaking of the Comptroller — *Annual Reports*."

Event Notices. The Authority will provide to the MSRB, with respect to the Bonds, notice not in excess of ten business days after the occurrence of any of the following events: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of bondholders, if material; (8) Bond calls, if material and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the Authority; (13) the consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) the appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding clause (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the Authority in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Authority, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers of the Authority

in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Authority.

Should the Rule be amended to obligate the Authority to make filings with or provide notices to entities other than the MSRB, the Authority has agreed to undertake such obligation with respect to the Bonds in accordance with the Rule as amended.

Continuing Disclosure Undertaking of the Comptroller

General. The Comptroller has entered into an Amended and Restated Continuing Disclosure Agreement with the Bond Review Board dated March 12, 2019. The Authority and the legal and beneficial owners of the Bonds are third-party beneficiaries of the Comptroller's agreement. The Comptroller is required to observe this agreement in respect of any issue of Securities, as defined in the agreement (which includes the Bonds), for so long as the State remains an "obligated person." Under the agreement, the Comptroller will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the MSRB as described below.

Annual Reports. The Comptroller will provide certain updated financial information and operating data to the MSRB annually. Under its disclosure agreement, the Comptroller is not obligated to provide such financial and operating data more frequently than on an annual basis. The information to be updated includes all quantitative financial information and operating data with respect to the State of the general type included in the Bond Appendix. The Comptroller will update and provide this information within 195 days after the end of each fiscal year of the State.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB's EMMA website or filed with the SEC, as permitted by the Rule. The updated information provided by the Comptroller will be provided on a cash basis and will not be audited, but the Comptroller will provide audited financial statements of the State prepared in accordance with generally accepted accounting principles for governmental entities when the State Auditor completes its statutorily required audit of such financial statements. The accounting principles pursuant to which such financial statements must be prepared may be changed from time to time to comply with State law.

The State's current fiscal year end is August 31. Accordingly, the Comptroller must provide updated information for each fiscal year within 195 days after that date unless the State changes its fiscal year. If the State changes its fiscal year, the Comptroller will notify the MSRB of the change prior to the next date by which the Comptroller otherwise would be required to provide financial information and operating data as described above.

Quarterly Reports. Although it is not contractually committed to do so, the Comptroller currently prepares and files with the MSRB a quarterly Bond Appendix which provides a general description of the State and sets forth certain information regarding the State, including its government, finances, economic profile, and other matters, for use by State entities when issuing debt. Certain tables within the Bond Appendix are updated on a quarterly basis while other tables within the Bond Appendix are updated on a semiannual or annual basis. The Bond Appendix is not audited and provides financial data on a cash basis. The Comptroller generally files an updated Bond Appendix with the MSRB within two weeks after each January 31, April 30, July 31, and October 31, and it may file voluntary notices of significant events with the MSRB between Bond Appendices, although there is no assurance that it will continue such voluntary filings at such times or at all in the future.

Event Notices. The Comptroller will also provide notice to the MSRB of any of the following events with respect to the Bonds on a timely basis no later than 10 business days after the event: (a) the incurrence of a financial obligation (as defined in the Rule, including certain debt, debt-like, and debt-related obligations) of the State, if material, or an agreement to covenants, events of default, remedies, priority rights, or other similar terms of any such financial obligation, any of which affect security holders, if material; or (b) a default, event of acceleration, termination event, modification of terms, or other similar event under the terms of any such financial obligation of the State, any of which reflect financial difficulties.

The Comptroller will also provide timely notice to the MSRB of any failure to provide updated financial information, operating data, or financial statements in accordance with its agreement.

Availability of Information

The Authority and the Comptroller have agreed to provide the foregoing financial and operating information and notices only as described above. The Authority and the Comptroller will be required to file their respective continuing disclosure information using the MSRB's EMMA system. Investors will be able to access continuing disclosure information filed with the MSRB free of charge at www.emma.msrb.org.

The quarterly Bond Appendix, if and when filed, the State's ACFR, and annual financial and operating information, and event notices, if any, may be obtained by using the Quick Search function and entering the term "State of Texas Comptroller." The most recently prepared Bond Appendix, ACFR, and notices may also be accessed on the Comptroller's website at: <https://comptroller.texas.gov/programs/systems/treasury-ops/index.php>.

Limitations and Amendments

The Authority and the Comptroller have agreed to update information and to provide notices of events only as described above. Neither is responsible for performance of the other's agreement, and neither has agreed to provide other information that may be relevant or material to a complete presentation of the Authority's or the State's financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. Neither makes any representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell the Bonds at any future date. Each disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although holders of the Bonds may seek a writ of mandamus to compel the Authority and the Comptroller to comply with their respective agreements.

The Authority and the Comptroller may amend their respective continuing disclosure agreements from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority or the State, if (i) the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (a) the holders of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or (b) a person unaffiliated with the State, the Comptroller, the Bond Review Board and the Authority (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the beneficial owners of such Bonds. The Authority may also amend or repeal the provisions of its continuing disclosure agreement if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Authority or the Comptroller so amends its disclosure agreement, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "*Annual Reports*" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

UNDERWRITING

Siebert Williams Shank & Co., LLC ("Siebert"), as the authorized representative of a group of underwriters (the "Underwriters") has agreed, subject to certain conditions set forth in a bond purchase agreement with the Authority (the "Purchase Agreement"), to purchase the Bonds at a price of \$ _____ (which represents the par amount of the Bonds less an underwriting discount of \$ _____). The Purchase Agreement provides that the Underwriters will purchase all of the Bonds, if any are purchased.

Siebert, the book-running senior manager for the Bonds, is also acting as the Dealer Manager for the tender offer related to the Refunded Bonds. The Dealer Manager will be paid a customary fee for its role as Dealer Manager and the Authority will also agree to reimburse the Dealer Manager for its reasonable expenses in connection with the tender offer. The Dealer Manager fee is expected to be paid from proceeds of the Bonds.

Stern Brothers & Co., an Underwriter of the Bonds, has entered into agreements (the "Stern Brothers Agreement") each with InspereX LLC ("InspereX") and Wedbush Securities Inc. ("Wedbush") for the distribution of certain municipal securities offerings at the original issue price. Pursuant to each Stern Brothers Agreement, Stern Brothers

& Co. may sell the Bonds to each InspereX and Wedbush and will share a portion of its selling concession compensation with each, if applicable.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Finance Group ("WFBNA"), one of the underwriters of the Bonds, has entered into an agreement (the "WFA Distribution Agreement") with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name "Wells Fargo Advisors") ("WFA"), for the distribution of certain municipal securities offerings, including the Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Bonds with WFA. WFBNA has also entered into an agreement (the "WFSLLC Distribution Agreement") with its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

The Underwriters have provided the following sentence for inclusion in this Official Statement: The Underwriters have reviewed the information in this Official Statement pursuant to their respective responsibilities to investors under the federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

THE FINANCIAL ADVISOR

TRB Capital Markets, LLC, a wholly-owned subsidiary of Texas Regional Bank, and doing business as Estrada Hinojosa (the "Financial Advisor") is engaged as financial advisor to the Authority in connection with the issuance of the Bonds. The Financial Advisor's fees for services rendered with respect to the sale of the Bonds are contingent upon the issuance and delivery of the Bonds. Although the Financial Advisor has read and participated in the preparation of this Official Statement, it has not independently verified any of the information set forth herein. The information contained in this Official Statement has been obtained primarily from the Authority's records and from other sources which are believed to be reliable. No guarantee is made as to the accuracy or completeness of any such information.

No person, therefore, is entitled to rely upon the participation of the Financial Advisor as an implicit or explicit expression of opinion as to the completeness and accuracy of the information contained in this Official Statement.

The Financial Advisor has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the Authority, and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

REGISTRATION AND QUALIFICATION OF BONDS FOR SALE

The sale of the Bonds has not been registered under the Securities Act of 1993, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Bonds have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been qualified under the securities acts of any other jurisdiction. The Authority assumes no responsibility for qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated, or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL MATTERS

Legal matters relating to the authorization, issuance, and sale of the Bonds by the Authority are subject to the approval of the Attorney General of the State of Texas and the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, as to the validity of the issuance of the Bonds under the general laws of the State. The compensation paid to Bond Counsel for services rendered in connection with the issuance of the Bonds is contingent on the delivery of the Bonds. Bond Counsel's opinion will be rendered in substantially the forms attached to this Official Statement as "APPENDIX B — FORM OF BOND COUNSEL OPINION."

In its capacity as Bond Counsel, such firm has not reviewed and expresses no opinion upon any part of the Official Statement other than the statements and information appearing under captions "PLAN OF FINANCE," "THE BONDS" (except for the information under the subcaption "Limited Ability to Re-Lease Project," "State Lease Fund Account" and "Book-Entry-Only System"), "THE LEASE," "CONTINUING DISCLOSURE OF INFORMATION" (except for the information under the subcaption "Continuing Disclosure Undertaking of the Comptroller" as to which no opinion is expressed), "LEGAL MATTERS," (except for the third and fourth paragraphs thereof) and "APPENDIX C — DEFINITIONS AND EXCERPTED PROVISIONS OF THE RESOLUTION" to verify that the information contained therein relating to the Bonds and the Transaction Documents contained under such captions in all material respects accurately and fairly reflects the provisions of such instruments, and the statements contained herein under the headings "TAX MATTERS," "THE BONDS AS LEGAL INVESTMENTS IN TEXAS" and "REGISTRATION AND QUALIFICATION OF BONDS FOR SALE" are correct as to matters of law.

Certain legal matters will be passed upon for the Authority by Escamilla & Poneck, LLP, San Antonio, Texas, Disclosure Counsel to the Authority, whose legal fees are contingent on the sale and delivery of the Bonds.

Certain legal matters will be passed upon for the Underwriters by Bracewell LLP, Houston, Texas, as counsel to the Underwriters. The compensation paid to Underwriters' Counsel for services rendered in connection with the issuance of the Bonds is contingent on the delivery of the Bonds. Bond Counsel and Disclosure Counsel each represents the Authority from time to time on matters not related to the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorney rendering the opinion as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

Robert Thomas CPA, LLC (the "Verification Agent"), will deliver to the Authority, on or before the settlement date of the Bonds, one or more verification reports indicating that it has verified the mathematical accuracy of the mathematical computations of the adequacy of the cash, and the maturing principal of and interest on the Escrowed Securities to pay, when due, the maturing principal of, interest on and related call premium requirements, if any, of the Refunded Notes. Such verification will be relied upon by Bond Counsel in rendering its opinions with respect to defeasance of the Refunded Notes.

The verification performed by the Verification Agent will be solely based upon data, information and documents provided to the Verification Agent by the Financial Advisor on behalf of the Authority. The Verification Agent has restricted its procedures to recalculating the computations provided by the Financial Advisor on behalf of the Authority and has not evaluated or examined the assumptions or information used in the computations.

FORWARD-LOOKING STATEMENTS

The statements contained or incorporated by reference into this Official Statement that are not purely historical are forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, including statements regarding the Authority's and the Comptroller's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based

on information available to the Authority and the Comptroller on the date of this Official Statement or the date of the Bond Appendix, ACFR, or event notice, respectively, and the Authority and the Comptroller assume no obligation to update any such forward-looking statements. It is important to note that the Authority's and the State's actual results could differ materially from those in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the Authority and the Comptroller. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

AUTHENTICITY OF FINANCIAL DATA AND OTHER INFORMATION

The financial data and other information contained herein have been obtained from the Authority's records and other sources that are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents, and the Resolution contained in this Official Statement are made subject to all of the provisions of such statutes, documents, and the Resolution. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein (or in any other document expressly incorporated herein) are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, the Rule.

The Resolution approves the form and content of this Official Statement, and any addenda, supplement or amendment hereto issued on behalf of the Authority, and authorizes its further use in the reoffering of the Bonds by the Underwriters.

This Official Statement has been approved by the Authority for distribution in accordance with the provisions of the Rule.

Lee Deviney
Executive Director
Texas Public Finance Authority

SCHEDULE I

SCHEDULE OF REFUNDED NOTES

**Texas Public Finance Authority
Revenue Commercial Paper Program
(Texas Facilities Commission Projects),
Series 2016B (Tax-Exempt)**

Issue Date

Maturity Date

Par Amount

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SCHEDULE II

SCHEDULE OF REFUNDED BONDS

**Texas Public Finance Authority
Lease Revenue and Refunding Bonds
(Texas Facilities Commission),
Taxable Series 2020**

Maturity Date (February 1)	Interest Rate (%)	Original Principal Amount	Amount Purchased	Principal Remaining Outstanding
2025	0.6630	\$20,425,000		
2026	0.9260	20,425,000		
2027	1.0760	20,425,000		
2028	1.3300	20,425,000		
2029	1.4300	20,425,000		
2030	1.5200	20,425,000		
2031	1.6200	20,425,000		
2032	1.7800	20,425,000		
2033	1.9400	20,420,000		
2034	2.0400	20,415,000		
2035	2.1400	20,415,000		
2036	2.2170	20,415,000		
2037	2.3170	20,415,000		
2038	2.3670	20,415,000		
2039	2.4170	20,415,000		
2040	2.4670	20,415,000		
2041	2.5170	12,000,000		

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APPENDIX A
THE STATE OF TEXAS

As described in the Official Statement under "CONTINUING DISCLOSURE OF INFORMATION — Continuing Disclosure Undertaking of the Comptroller," the Texas Comptroller of Public Accounts (Comptroller) is required to file updated annual financial and operating data, audited financial statements of the State when received, and timely notice of certain events with the Municipal Securities Rulemaking Board (MSRB), and the Comptroller voluntarily files quarterly Bond Appendices and occasional notices of significant events.

The Official Statement hereby incorporates by reference the previously filed documents listed below, except for any information superseded by information that is included directly in the Official Statement or incorporated by reference in a subsequent such document, as well as any future filings that the Comptroller makes with the MSRB through EMMA prior to the termination of the offering of the Bonds under the Official Statement:

- State of Texas Annual Comprehensive Financial Report (ACFR) for the fiscal year ended August 31, 2023
- Appendix A: The State of Texas (August 2024 as may be supplemented from time to time); and
- Each notice filed with the MSRB by the Comptroller since the end of the fiscal year of the State addressed in the foregoing ACFR.

These documents and any subsequently filed documents, if any, may be obtained by accessing EMMA at <https://emma.msrb.org/>, using the MSRB Quick Search function and entering the term "State of Texas Comptroller." The documents may also be accessed on the Comptroller's website at: <https://comptroller.texas.gov/programs/systems/treasury-ops/index.php>. For further information see "CONTINUING DISCLOSURE OF INFORMATION — Continuing Disclosure Undertaking of the Comptroller" in the Official Statement.

Information in the Bond Appendix, ACFR, and any notice incorporated herein by reference is provided as of the date specified in the document. No representation is made that such documents contain all facts material to an evaluation of the ability of the State to make appropriations to the Lessee Agency to make Rent Payments under the Lease when due, or the value of the Bonds, or that any specific information should be accorded any particular significance.

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APPENDIX B
FORM OF BOND COUNSEL OPINION

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Orrick, Herrington & Sutcliffe LLP
300 W. 6th Street
Suite 1850
Austin, Texas 78701
+1 512 582 6950
orrick.com

_____, 2024

TEXAS PUBLIC FINANCE AUTHORITY LEASE REVENUE REFUNDING BONDS
(TEXAS FACILITIES COMMISSION), SERIES 2024

Ladies and Gentlemen:

We have acted as bond counsel to the Texas Public Finance Authority (the “Authority”) in connection with issuance of \$ _____ aggregate principal amount of Texas Public Finance Authority Lease Revenue Refunding Bonds (Texas Facilities Commission), Series 2024 (the “Bonds”), issued pursuant to a Bond Resolution adopted by the Board of Directors of the Authority on August 22, 2024 (the “Resolution”) and a Pricing Certificate of the Pricing Committee, dated as of October 8, 2024 (the “Pricing Certificate” and, together with the Resolution, the “Bond Resolution”). Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Bond Resolution.

In such connection, we have reviewed the Bond Resolution, the Tax Certificate of the Authority, dated the date hereof (the “Tax Certificate”), the report of Robert Thomas CPA, LLC (the “Verification Report”), which verifies the sufficiency of the deposits made with Texas Treasury Safekeeping Trust Company (the “Escrow Agent”) pursuant to an Escrow Agreement, dated as of _____, 2024, between the Authority and the Escrow Agent (the “Escrow Agreement”) for the defeasance of the Refunded Notes and the mathematical accuracy of certain computations of the yield on the Bonds and the obligations acquired with the proceeds of the Bonds, opinions of counsel to the Authority, certificates of the Authority, and others, and such other documents, certificates, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after original delivery of the Bonds on the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after original delivery of the Bonds on the date hereof. Accordingly, this letter speaks only as of its date and is not intended to, and may not, be relied upon or otherwise used in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance, and we disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures provided to us and the due and legal



execution and delivery thereof by, and validity against, any parties other than the Authority. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents, and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. Furthermore, we have assumed compliance with all covenants and agreements contained in the Bond Resolution and the Tax Certificate, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. We call attention to the fact that the rights and obligations under the Bonds, the Bond Resolution, and the Tax Certificate and their enforceability may be subject to bankruptcy, insolvency, receivership, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights, to the application of equitable principles, to the exercise of judicial discretion in appropriate cases and to limitations on legal remedies against governmental entities such as the Authority in the State of Texas. We express no opinion with respect to any indemnification, contribution, liquidated damages, penalty (including any remedy deemed to constitute a penalty), right of set-off, arbitration, choice of law, choice of forum, choice of venue, non-exclusivity of remedies, waiver or severability provisions contained in the foregoing documents. Our services did not include financial or other non-legal advice. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no view with respect thereto.

Based on and subject to the foregoing, and in reliance thereon, as of the date hereof, we are of the following opinions:

1. The Bonds have been duly authorized by the Authority and, are valid, legally binding and enforceable special obligations of the Authority, payable solely from the sources provided therefor in the Bond Resolution.
2. The Bonds are payable from and secured solely by a lien on and pledge of the Pledged Security as set forth in the Bond Resolution.
3. The Escrow Agreement has been duly executed and delivered by, and constitutes a valid and binding agreement of, the Authority. The Authority has deposited with the Escrow Agent "Sufficient Assets" (as defined in the Authority's resolution for the Refunded Notes) the principal of and interest on which are sufficient to pay the principal of the Refunded Notes together with all interest accruing thereon to the maturity date of the Refunded Notes, and such deposit of Sufficient Assets will not adversely affect the excludability of interest on any Note from the gross income of the owner thereof for federal income tax purposes. In reliance upon the accuracy of the calculations contained in the Verification Report, the Refunded Notes, having been discharged and paid, are no longer deemed outstanding under the resolution for the Refunded Notes, and all conditions of the Authority's resolution for the Refunded Notes precedent to such Refunded Notes being deemed discharged have been satisfied.



4. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. Interest on the Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. We observe that interest on the Bonds included in adjusted financial statement income of certain corporations is not excluded from the federal corporate alternative minimum tax. We express no opinion regarding other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

Faithfully yours,

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APPENDIX C

DEFINITIONS AND EXCERPTED PROVISIONS OF THE RESOLUTION

The following capitalized terms appearing in this Official Statement have the meanings set forth below, unless the context otherwise requires. A reference to any of these terms in the singular number includes the plural and vice versa.

Definitions

"Additional Bonds" means the additional lease revenue bonds permitted to be issued on a parity with the Bonds, the Refundable Notes, and the Previously Issued Parity Bonds by Section 2.04 of this Resolution.

"Appropriation Acts" means H.B. 1, 84th Legislature, Regular Session, Article I, pg. I- 45, Rider 19 (2015), S.B. 1, 85th Legislature, Regular Session, Article I, pg. I-46, Rider 16 (2017), and H.B. 1, 86th Legislature, Regular Session, Article I, Sec. 1, pg. I-43, Rider 3 (items a(1) and a(2)) and Article I, Sec. 1, pg. I-46, Rider 16 (2019), S.B. 1, 87th Legislature, Regular Session, Article I, pg. I-43, Rider 3 and Article I, pg. I-47, Rider 16 (2021), and H.B. 1, 88th Legislature, Regular Session, Article I, pg. I-45, Rider 3 and Article I, pg. I-49, Rider 16 (2023).

"Authority" means the Texas Public Finance Authority or any successor thereto.

"Authority Regulations" means the regulations of the Authority in Title 34, Part 10, Texas Administrative Code.

"Authority Representative" means each of the Executive Director, General Counsel, and Deputy Director, or any other member of the Authority's staff designated by the Executive Director or the Board as an Authority Representative.

"Authorizing Law" means collectively Chapters 1207, 1232, 1371, and 2166 of the Texas Government Code, each as amended, and the Appropriation Acts.

"Beneficial Owner" means each Person in whose name a Book-Entry Bond is recorded as the owner of a beneficial interest in such Bond by a participant in such book-entry system.

"Blanket Letter of Representations" means any representation letter of, or agreement delivered by, the Authority pursuant to the Resolution or a prior bond resolution providing for administration of a book-entry system for the Bonds and any successive arrangements under which the Authority provides for the administration of a book-entry system for the Bonds or any other bonds.

"Board" means the Board of Directors of the Authority.

"Bond Administration Costs" means the paying agency, financial advisory, legal, arbitrage compliance, and other costs incurred by or on behalf of the Authority (including without limitation, costs of enforcing the Transaction Documents and attorneys' fees) in connection with the administration of the Bonds.

"Bond Counsel" means any law firm or firms experienced in matters relating to the issuance of tax-exempt obligations, which firm or firms are engaged by the Board to render services to the Authority as bond counsel.

"Bond Enhancement Agreement" means any loan agreement, revolving credit agreement, agreement establishing a line of credit, letter of credit, reimbursement agreement, insurance contract, commitment to purchase, purchase or sale agreement, interest rate swap agreement or commitment or other agreement authorized by the Authority in connection with the authorization, issuance, sale, resale, security, exchange, payment, purchase, remarketing or redemption of the Bonds, interest on the Bonds, or both, or as otherwise authorized by Chapter 1371, Texas Government Code, as amended.

"Bond Insurance Policy" means the bond insurance policy or policies, if any, issued by a Bond Insurer that guarantees payment of the principal of and interest on any of the Bonds.

"**Bond Insurer**" means any issuer of a Bond Insurance Policy.

"**Bond Obligations**" means the principal, premium, if any, and interest payment obligations of the Authority on each Series of Parity Bonds, including the Bonds issued hereunder.

"**Bond Owner**" means the Person who is the registered owner of any Bond, as such ownership appears in the Register.

"**Bond Yield**" means the actuarial yield on the Bonds computed in accordance with Section 1.148-4 of the Regulations.

"**Bonds**" means the bonds specifically authorized to be issued in the Pricing Certificate and designated as "Texas Public Finance Authority Lease Revenue Refunding Bonds (Texas Facilities Commission), Series 2024 as authorized by the Resolution.

"**Book-Entry Bond**" means any Bond administered under a book-entry system pursuant to the Resolution and the Blanket Letter of Representations.

"**BRB**" means the Texas Bond Review Board, a State board created by Chapter 1231, Texas Government Code, as amended.

"**Business Day**" means any day that is a day on which the Comptroller is open for business and:

- (1) while the Authority is the Paying Agent/Registrar, on which the Authority is open for business at its principal business office; or
- (2) while a Person other than the Authority is the Paying Agent/Registrar, on which financial institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are not authorized by law or executive order to close.

"**Chair**" means the Chair of the Board or any member of the Board authorized to act as Chair.

"**Chapter 1207**" means Chapter 1207, Texas Government Code, as amended.

"**Chapter 1232**" means Chapter 1232, Texas Government Code, as amended.

"**Chapter 1371**" means Chapter 1371, Texas Government Code, as amended.

"**Chapter 2166**" means Chapter 2166, Texas Government Code, as amended.

"**Closing**" means the concurrent delivery of one or more Series of Bonds to or upon the order of the Purchaser in exchange for payment therefor.

"**Closing Date**" means the date of the Closing.

"**Code**" means the Internal Revenue Code of 1986, as amended by all legislation, if any, enacted on or before the Closing Date.

"**Comptroller**" means the Comptroller of Public Accounts of the State of Texas or any successor thereto.

"**Continuing Disclosure Agreement**" means the Amended and Restated Continuing Disclosure Agreement dated March 12, 2019, between the Comptroller and the BRB, as may be further amended from time to time.

"**Costs of Issuance**" means the "costs of issuance," as provided in Chapter 1232 and the Authority Regulations, incurred in connection with the issuance of the Bonds.

"Costs of Issuance Fund" means the Texas Public Finance Authority Lease Revenue Refunding Bonds (Texas Facilities Commission) Series 2024 Costs of Issuance Fund created pursuant to Section 4.01 of the Resolution.

"Deputy Director" means the deputy director of the Authority.

"Eligible Investments" means any securities or obligations in which the Comptroller is authorized by law to invest the money on deposit in the Funds.

"Escrow Agent" means the escrow agent under the Escrow Agreement or Escrow Instructions, as applicable, and any successor thereto as therein permitted or such other qualified escrow agent as determined by the Pricing Committee in the Pricing Certificate.

"Escrow Agreement" means the escrow agreement, if any, between the Authority and the Escrow Agent providing for the payment of the Refunded Obligations, in substantially the form approved by the Pricing Committee and attached to the Pricing Certificate.

"Escrow Fund" means either: (a) the escrow fund, if any, created with respect to the Refunded Notes pursuant to the Escrow Agreement or (b) the escrow account for the Refunded Notes created pursuant to the Escrow Instructions, if any; such fund or account in either case to be created and held by the Escrow Agent.

"Escrow Instructions" means the letter of instructions, if any, from the Authority to the Escrow Agent providing for the payment of the Refunded Obligations.

"Event of Default" means the occurrence of any of the following:

(1) the failure to pay when due any Bond Obligations except upon an Event of Nonappropriation;

(2) the breach by the Authority of any of its obligations (other than its obligation to pay Bond Obligations) under the Transaction Documents, which breach materially and adversely affects the rights of any Bond Owner under the Transaction Documents, and the continuation of such breach for at least 45 days after the date of receipt by the Executive Director of written notice of such breach from the owners of not less than 25 percent in aggregate principal amount of the Bonds;

(3) the occurrence of any act of bankruptcy of the Lessee, the Authority or the State; or

(4) the occurrence of any "Event of Default" as defined in the Lease or any other lease (or other use arrangement) of the Project and entered into by the Authority with respect to the Project.

Notwithstanding anything herein to the contrary, an Event of Default with respect to one Series of Bonds is not in and of itself an Event of Default with respect to any other Series of Bonds.

"Event of Nonappropriation" means any "Event of Nonappropriation" as defined in the Lease.

"Event of Taxability" means any act or omission that could cause any payment with respect to the Bonds, which is treated as interest under the Code, not to be excludable under section 103(a) of the Code from the gross income of the Bond Owner.

"Executive Director" means the executive director of the Authority, or any member of the staff of the Authority authorized by the Board to perform the duties of the Executive Director.

"Form of Bond" means the Form of Bond set forth in Exhibit A to the Resolution, with such insertions and variations as are permitted or required by the Resolution or the Pricing Certificate.

"Fund(s)" means collectively or individually, the Interest and Sinking Fund, the Costs of Issuance Fund and the Escrow Fund.

"General Counsel" means the general counsel of the Authority, or any individual or firm appointed by the Board to serve in such capacity.

"Government Obligations" means any of the following:

(1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; and

(2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

"Initial Bond" means the Bond or Bonds initially issued and delivered by the Authority at the Closing.

"Interest and Sinking Fund" means the Texas Public Finance Authority Lease Revenue and Refunding Bonds Interest and Sinking Fund (Tax-Exempt Obligations) confirmed pursuant to Section 4.01 of the Resolution.

"Interest Payment Date" means February 1, and August 1, first commencing on February 1, 2025.

"Issue Date" means the date of delivery by the Authority against payment therefor.

"Issuing and Paying Agent" means the issuing and paying agent serving in such role for the Authority's Refunded Notes.

"Lease" means the Lease Agreement, executed on June 21, 2016, between the Authority and the Lessee pertaining to the Financing of Certain Legislatively Approved Building Projects, as amended by the First Amendment to Lease Agreement between the Authority and the Lessee, executed on June 18, 2019, the Second Amendment to the Lease Agreement between the Authority and the Lessee, executed on June 1, 2020, and as may be subsequently amended from time to time.

"Lease Payment" means any "Lease Payment" as defined in the Lease.

"Legislature" means the Legislature of the State of Texas.

"Lessee" means the Texas Facilities Commission.

"Majority Bond Owners' Direction" means an instrument or instruments executed by the owners of not less than a majority in aggregate principal amount of a Series of Bonds then outstanding, directing or consenting to the taking of some specific action(s).

"Official Statement" means the final Official Statement authorized by the Board hereunder to be prepared and distributed in connection with the offering and sale of the Bonds.

"Parity Bonds" means the lease revenue bonds issued by the Authority on a parity with the Bonds to finance or refinance the Project, which are secured by the Pledged Security, including the Previously Issued Parity Bonds, the Refundable Notes, the Bonds and any Additional Bonds.

"Paying Agent/Registrar" means initially, the Authority, or any financial institution appointed by the Authority in accordance with the Resolution as the paying agent/registrar for the Bonds.

"Person" means any individual, partnership, corporation, trust, unincorporated organization or any governmental entity.

"Pledged Revenues" means, collectively, the following:

(1) all Rent Payments required to be made pursuant to the Lease that have been assigned as security for the Parity Bonds and the Refundable Notes;

(2) any receipts derived from the exercise of any rights or remedies of the Authority with respect to the Pledged Security;

(3) if the Lease assigned as security for the Parity Bonds or the Refundable Notes is terminated, the net revenues (i.e. revenues net of operating and maintenance expenses, determined in accordance with generally accepted accounting principles) derived from the Projects identified therein; and

(4) any receipts received by or on behalf of the Authority from another State agency with respect to all or any portion of the Project which was financed with proceeds of the Parity Bonds or Refundable Notes in the event such Project or portion thereof is subleased or otherwise transferred to such agency.

"Pledged Security" means, collectively, all right, title and interest of the Authority in and to the following:

(1) the Pledged Revenues;

(2) the Lease and any rights and remedies of the Authority under the Lease or any other lease or use arrangement of all or any part of the Project (except for any right to receive proceeds of insurance maintained with respect to the Project, to indemnification, and to payment of Bond Administration Costs); and

(3) amounts on deposit in the Interest and Sinking Fund and any related account therein that are lawfully available for the payment of Bond Obligations.

"Preliminary Official Statement" means the preliminary official statement distributed in connection with the offering for sale of the Bonds.

"Previously Issued Parity Bonds" means, collectively, (i) the "Texas Public Finance Authority Lease Revenue and Refunding Bonds (Texas Facilities Commission), Series 2019," authorized on May 2, 2019, and issued in the original aggregate principal amount of \$249,135,000; and (ii) the Refundable Bonds.

"Pricing Certificate" means the certificate executed by the Pricing Committee which sets forth the final terms of the Bonds, in substantially the form attached to the Resolution as Exhibit B.

"Pricing Committee" means Lance S. Etcheverry (Chair), Benjamin E. Streusand, and Larry G. Holt and, the members of the Board who are authorized to act on behalf of the Board in selling and delivering the Bonds, with each other member of the Board designated as an alternate.

"Project" or **"Projects"** means any costs or expenditures authorized to be financed by the Authority for the Lessee pursuant to the Lease.

"Purchase Contract" means the agreement between the Authority and the Purchaser, for the purchase of Bonds, in substantially the form attached to the Pricing Certificate.

"Purchaser" means the Person(s) that initially purchase the Bonds from the Authority.

"Rebate Fund" means the Texas Public Finance Authority Lease Revenue Refunding Bonds (Texas Facilities Commission) Series 2024 Rebate Fund created pursuant to Section 4.01 of the Resolution.

"Record Date" means the 15th day of the month immediately preceding each "Interest Payment Date" (as defined in the Form of Bond).

"Refundable Bonds" means the outstanding "Texas Public Finance Authority Lease Revenue and Refunding Bonds (Texas Facilities Commission), Taxable Series 2020" authorized pursuant to a resolution adopted by the Authority on November 5, 2020.

"Refundable Notes" means the "Texas Public Finance Authority Revenue Commercial Paper Notes (Texas Facilities Commission Projects), Series 2016A (Taxable)" and the "Texas Public Finance Authority Revenue Commercial Paper Notes (Texas Facilities Commission Projects), Series 2016B (Tax-Exempt)," each authorized on May 5, 2016.

"Refunded Bonds" means all or any portion of the Refundable Bonds, which are selected to be refunded by the Authority in accordance with Section 2.02(c) of the Resolution and as identified in the Pricing Certificate.

"Refunded Notes" means all or any portion of Refundable Notes which are selected for refunding in accordance with Section 2.02(c) of the Resolution and are being refunded by the issuance of the Bonds.

"Register" means the official registration records for the Bonds maintained by the registrar for the Bonds pursuant to the Resolution.

"Rent Payment Date" means any date on which Rent Payments are required to be paid pursuant to the Lease.

"Rent Payments" means the portion of the Lease Payment attributable to debt service on the Parity Bonds.

"Resolution" means the resolution authorizing the Bonds, including any amendments hereto.

"Secretary" means the Secretary of the Board, or any member of the Board authorized to act as Secretary.

"Securities Depository" means any Person acting as a security depository for Book-Entry Bonds.

"Series" means any designated series or subseries of Bonds or Parity Bonds.

"State" means the State of Texas.

"Stated Maturity" or "Stated Maturity Date" means the date or dates of maturity for each Bond so specified in each Bond.

"Sufficient Assets" means with respect to the Bond Obligations for any Bond or Bonds, any combination of the following:

- (1) an amount of money sufficient, without investment, to pay such Bond Obligations when due; and,
- (2) Government Obligations that:
 - (A) are not redeemable prior to maturity; and
 - (B) mature as to principal and interest in such amounts and at such times as will provide, without reinvestment, money sufficient to pay such Bond Obligations when due.

"Transaction Documents" means collectively, the Resolution, the Lease, the Escrow Agreement, if any, Escrow Instructions, if any, the Bonds, the Blanket Letter of Representations, the Pricing Certificate, and the Purchase Contract.

"Vice Chair" means the Vice Chair of the Board, or any member of the Board authorized to act as Vice Chair.

"Yield of" means:

- (1) with respect to Investment Property, the actuarial yield of such Investment Property computed in accordance with Section 1.148-5 of the Regulations, and
- (2) with respect to the Bonds, the actuarial yield of the Bonds computed in accordance with Section 1.148-4 of the Regulations.

Excerpted Provisions of the Resolution

The following are excerpts of certain provisions of the Resolution. Such excerpts do not purport to be complete or verbatim. Reference should be made to the Resolution for the entire text of such provisions. Copies of the Resolution are available upon request to the Authority.

Section 2.01 Authorization and Purpose.

(a) There is hereby authorized to be issued pursuant to the Authorizing Law, one or more Series of Bonds, in the maximum aggregate principal amount not to exceed \$275,000,000, to provide funds for the purpose of (i) refunding all or a portion of the Refundable Notes in order to convert interim, variable-rate financing into long-term fixed-rate financing, (ii) refunding, including purchase through a tender offer, all or a portion of the Refundable Bonds, as further specified in the Pricing Certificate, in order to achieve a present value debt service savings and (iii) paying Costs of Issuance. The title of the Bonds shall be as designated in the Pricing Certificate and in accordance with Section 2.02 below. Such designation shall include the year in which each Series is issued. The authority of the Pricing Committee to execute and deliver a Pricing Certificate for each Series of Bonds shall expire at 5:00 p.m. on the first anniversary of the date of adoption of this Resolution (the "Expiration Date"). Bonds sold pursuant to a Purchase Contract executed on or before the Expiration Date may be delivered after such date.

(b) The Authority hereby calls the Refunded Obligations for redemption on the dates and for the prices set forth in the Pricing Certificate, a form of which is attached hereto as Exhibit B.

Section 2.03 Security for the Bonds.

(a) The Authority hereby pledges as the sole security and sole source of payment for the Bonds all of its right, title, and interest in the Pledged Security.

(b) Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and, therefore, the pledge of the revenues granted by the Authority under this Section is valid, effective and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the revenues granted by the Authority under this Section is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, in order to preserve to the registered owners of the Bonds a security interest in such pledge, the Authority agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code and enable a filing of a security interest in such pledge to occur.

Section 2.04 Additional Parity Bonds.

(a) The Authority hereby reserves the right to issue Additional Bonds for the Project on a parity with the Bonds which are payable from, and secured by, the Pledged Revenues; provided that such Additional Bonds are made to mature on an Interest Payment Date.

(b) No Parity Bond shall be entitled to priority of payment over any other Parity Bond in the application of any moneys made available by law for the payment thereof, irrespective of the fact that some of the Parity Bonds

may have been or may be delivered prior to the delivery of other Parity Bonds. It is the intent of this Resolution that all Parity Bonds shall rank equally.

(c) For purposes of the resolution authorizing the issuance of the Refundable Notes, as amended and restated on January 9, 2020, the principal amount of all Parity Bonds issued by the Authority shall count against and limit the "Program amount" authorized to be issued as Refundable Notes as provided in such section; provided, however, the principal amount of Parity Bonds issued to defease outstanding Refundable Notes shall not count against and limit the "Program amount" if, prior to the issuance of such Parity Bonds, the "Program amount" was already limited by the principal amount of the Refundable Notes to be defeased.

Section 2.05 Ratification of Lease.

The Authority hereby ratifies and confirms the Lease and its prior approval of the Lease and authorizes the Authority Representative to take any action thereunder that is deemed necessary or appropriate in connection with the issuance of the Bonds, including the delivery, execution and acknowledgement of any agreements, waivers, notices, certificates, letters, instruments or documents related thereto. The Authority Representative, each individually, is hereby authorized to execute and deliver any such acknowledgements, waivers, notices, certificates, letters, instruments or documents in connection with the issuance of the Bonds.

Section 2.08 Administration of Tender Solicitation

In determining all or part of the particular Refundable Bonds to be considered by the Pricing Committee for designation as Refunded Bonds and refunded by a Series of Bonds, the Authority Representative may utilize a tender program pursuant to which the holders of all or part of the Refundable Bonds are given the opportunity to tender such Refundable Bonds for purchase for cancellation or redemption. The Authority Representative is hereby authorized to determine which Refundable Bonds are to be included in any offer under such tender program and to enter into any dealer manager agreement with a dealer manager and necessary tender agreement with a tender agent to accomplish the refunding of any Refundable Bonds pursuant to such tender program. The Pricing Committee is authorized to determine the price at which offers will be made under the tender program (which price shall not exceed 100% of par of the Refundable Bonds) or to determine the method for establishing such price, provided that (a) savings requirement set forth in Section 2.02(c)(3) hereof is satisfied and (b) the principal amount of Refundable Bonds purchased for refunding must not be less than \$30,000,000 and shall not exceed \$150,000,000. Such refunding may be accomplished through the redemption or purchase and cancellation of the Refundable Bonds actually selected for redemption or purchase and tendered by the holders thereof and purchased. A refunding of Refundable Bonds also may be accomplished, as determined by the Pricing Committee, through the issuance of Bonds as exchange refunding bonds to be exchanged for Refundable Bonds. The Authority Representative is authorized to provide for and oversee the preparation of a disclosure statement and any related materials in connection with any tender program contemplated by this Resolution, and to approve such disclosure statement and related materials, deem them final and provide them to holders of Refundable Bonds anticipated to be participants in any tender program contemplated by this Resolution. Notwithstanding any provision of this Resolution to the contrary, the purchase for cancellation or redemption of Refunded Bonds shall be accomplished in accordance with the terms established pursuant to a tender program under this Section 2.08, as applicable, and the provisions of Sections 4.01(e) and 10.05 shall not apply to such Refunded Bonds unless otherwise determined by an Authority Representative.

Section 3.01 Execution.

(a) The Bonds shall be executed on behalf of the Authority by the manual or facsimile signature of the Chair or Vice Chair and countersigned by the manual or facsimile signature of the Vice Chair, Secretary or other member of the Board. The seal of the Authority shall be placed on the Bonds manually or by facsimile.

(b) If an officer who signed Bonds on the Authority's behalf ceases to hold office before the authentication or delivery of the Bonds signed by such officer, such Bonds may be authenticated and delivered with the same effect as if such officer had remained in office.

Section 3.04 Ownership.

A Bond Owner is deemed to be the absolute owner of such owner's Bond(s) for all purposes of determining the obligations of the Authority with respect to such Bond(s) and the Authority shall not be required to recognize the interest (beneficial or otherwise) of any other Person, notwithstanding any notice to the Authority of such Person's interest.

Section 4.01 Creation and Reaffirmation of Funds.

(a) The "Texas Public Finance Authority Lease Revenue and Refunding Bonds Interest and Sinking Fund (Tax-Exempt Obligations)" previously established is hereby confirmed and shall be maintained for any Parity Bonds issued as tax-exempt obligations, including the Bonds:

(b) The following funds are hereby created for the Bonds except that the Rebate Fund shall be created only if, as a result of any calculation called for by Article V hereof, there exists a rebate amount with respect to the Bonds in an amount greater than zero:

(1) the "Texas Public Finance Authority Lease Revenue Refunding Bonds (Texas Facilities Commission) Series 2024 Costs of Issuance Fund"; and

(2) the "Texas Public Finance Authority Lease Revenue Refunding Bonds (Texas Facilities Commission) Series 2024 Rebate Fund."

(c) The name of the Interest and Sinking Fund and Costs of Issuance Fund shall conform to any additional or different designation set forth in the Pricing Certificate.

(d) The Funds shall be maintained by the Comptroller in the Treasury of the State, separate from any other funds, and shall be held in trust for application as provided by this Resolution. The Executive Director or other Authority Representative shall provide the Comptroller with such instructions as are necessary to effect the proper application of the Funds.

(e) The Escrow Fund shall be created and maintained by the Escrow Agent for application as provided in the Escrow Agreement or Escrow Instructions, as applicable. The Executive Director or other Authority Representative shall provide the Comptroller and the Escrow Agent with such instructions as are necessary to effect the proper application of the Funds.

(f) Only if the Authority receives net proceeds from the Lessee of a condemnation award or insurance policy with respect to the Project, then there shall be created a "Restoration Fund." As long as the Program (as defined in the Lease) is in effect, any such funds received from the Lessee shall be deposited in accordance with the terms of the resolution authorizing the Program and the Lease. If the Program is not in effect, any such funds received from the Lessee shall be deposited into the Restoration Fund and used by the Authority toward the payment of the cost of repair, restoration, or replacement of the Project. Any balance of the net proceeds remaining after the repair, restoration, or replacement of the Project shall be deposited in the Interest and Sinking Fund for the payment of Bond Obligations. Any amounts remaining after the satisfaction of all obligations under this Resolution and the Lease shall be paid to Lessee.

The Authority may also create additional funds and accounts hereunder from time to time as may be necessary or convenient to accomplish the purposes of this Resolution, including the creation of additional interest and sinking funds, project funds and costs of issuance funds, if more than one Series of Bonds are issued.

Section 4.03 Application of Pledged Revenues.

(a) The Authority shall cause to be deposited into the Interest and Sinking Fund from the Pledged Revenues an amount that is sufficient (together with any other money on deposit therein) to provide for the timely payment of the Bond Obligations, such deposit to be made not later than the second Business Day preceding each date on which any Bond Obligations come due. The Executive Director may direct any such deposit to be made on an earlier date so long as such date is not earlier than the 50th day before the date that the Bond Obligations for which such deposit is made come due.

(b) If a deficiency in the Interest and Sinking Fund exists following a Rent Payment Date but before the date that payment of the principal of, premium, if any, and interest on the Bonds next comes due, the Executive Director shall provide written instructions to the Comptroller to transfer funds to the Interest and Sinking Fund from funds lawfully appropriated or other funds lawfully available to the Lessee. Upon receipt of such written instructions, the Comptroller, in accordance with its statutory duties as sole accounting officer of the State, will transfer funds to the Interest and Sinking Fund as directed by the Lessee.

Section 4.05 Application of Interest and Sinking Fund.

Amounts on deposit in the Interest and Sinking Fund shall be applied at such times and in such amounts as required for the timely payment of the Bond Obligations and otherwise as provided herein. Any amounts remaining in the Interest and Sinking Fund after the defeasance of all Bond Obligations shall be transferred at the direction of the Authority in accordance with applicable law.

Section 4.08 Investment of Funds.

(a) The money on deposit in any Fund may be invested and reinvested only in Eligible Investments by the Comptroller in accordance with applicable State law. The Board hereby concurs with any such investment so made by the Comptroller.

(b) The investment of money in each Fund shall be made under conditions that will timely provide money sufficient to satisfy the purpose(s) for which such Fund is intended.

(c) The proceeds received from the disposition of any investment acquired with money from any Fund, and any income received from any such investment, shall be deposited into such Fund.

(d) Uninvested money (if any) in any Fund shall be secured in the manner and to the extent required by law.

Section 6.02 Amendment of Resolution.

(a) Except as otherwise provided by this Section, this Resolution may not be amended without the consent of the Bond Owners of at least a majority in aggregate principal amount of the outstanding Bonds affected by such amendment.

(b) This Resolution may be amended without consent of or notice to the Bond Owners of outstanding Bonds if the Executive Director of the Authority first receives (i) Bond Counsel's opinion to the effect that such amendment will not constitute an Event of Taxability and (ii) Bond Counsel's opinion or written advice of the Attorney General to the effect that such amendment will not violate the terms of the Authorizing Law and other applicable State or federal law or adversely affect the rights of the Bond Owners of the outstanding Bonds under the Transaction Documents, including without limitation, amendments, changes or modifications to facilitate the economic and practical utilization of Bond Enhancement Agreements.

(c) Notwithstanding the foregoing, nothing contained in this Resolution or any Transaction Documents shall permit or be construed to permit, without the approval of the Bond Owners of all of the outstanding Bonds, the amendment of the terms and conditions of any Transaction Document or in any Bond so as to:

- (1) Make any change in the maturity of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal payable on the outstanding Bonds;
- (4) Modify the terms of payment of principal, premium (if any), or interest on the outstanding Bonds, or impose any conditions with respect to such payment;
- (5) Affect the rights of the Bond Owners of less than all of the Bonds then outstanding;
- (6) Change the minimum percentage of the principal amount of Bonds necessary for consent to such amendment; or
- (7) Change the Pledged Revenues.

(d) No amendment to this Resolution shall take effect until the Executive Director obtains an opinion of Bond Counsel or the written advice of the Attorney General of Texas to the effect that such amendment will not violate this Resolution, the Authorizing Law or other applicable law and, upon obtaining the required Bond Owner consent (if any), will comply with the requirements of this Resolution for such amendment.

Section 7.02 Defeasance of Bond Obligations.

(a) The Bond Obligations on any Bond (or Bonds) shall be deemed discharged when the following requirements have been satisfied:

(1) the payment of such Bond Obligations has been provided for by irrevocably depositing Sufficient Assets into the Interest and Sinking Fund or with the Paying Agent/Registrar or a financial institution or trust company designated by the Authority, which shall be held in trust in a separate escrow account and applied exclusively to the payment of such Bond Obligations;

(2) the Authority has received an opinion of Bond Counsel to the effect that:

(A) such deposit of Sufficient Assets:

(i) will not constitute an Event of Taxability; and

(ii) complies with State law; and

(B) all conditions precedent to such Bond Obligations being deemed discharged have been satisfied;

(3) all amounts (other than Bond Obligations) due, or reasonably estimated by the Paying Agent/Registrar to become due, under this Resolution with respect to such Bond(s) have been paid, or provision satisfactory to the Person to whom any such payment is or will be due for making such payment has been made; and

(4) the Paying Agent/Registrar has received such other documentation and assurance as the Paying Agent/Registrar reasonably may request.

(b) If a deposit of Sufficient Assets pursuant to this Section is to provide for the payment of Bond Obligations on less than all of the outstanding Bonds, the particular maturity or maturities of Bonds (or if less than all of a particular maturity, the principal amount within such maturity) shall be as specified by the Authority, and the particular Bonds (or portions thereof) shall be selected by the Paying Agent/Registrar by lot in such manner as the Paying Agent/Registrar shall determine (provided that a portion of a Bond may be redeemed only in an integral multiple of \$5,000 principal amount).

(c) The Paying Agent/Registrar shall transfer funds from the Interest and Sinking Fund or the escrow account established pursuant to this Section (as applicable) at such times and in such amounts as necessary for the timely payment of the Bond Obligations on the Bond(s).

(d) To the extent permitted by law, the Paying Agent/Registrar, at the Executive Director's or other Authority Representative's direction, may substitute, for any of the securities or obligations deposited as Sufficient Assets pursuant to this Section, other securities or obligations constituting Sufficient Assets if, upon such substitution, the requirements of Subsection (a) of this Section are satisfied. Any net proceeds realized from such a substitution shall be paid to the Authority.

(e) The Authority retains the right to call any Bonds deemed discharged pursuant to this Section.

(f) If a provision of this Section conflicts with law, this Section shall be applied, to the maximum extent practicable, consistent with law.

Section 9.01 Acceleration of Bond Obligations.

(a) Upon the occurrence of an Event of Default arising from the failure to (i) pay any Bond Obligations when due, or (ii) make a Lease Payment when due (other than as a result of an Event of Nonappropriation), at the Majority Bond Owners' Direction, the Bond Obligations may be declared immediately due and payable, to the extent that the Legislature has appropriated funds for payment of the Lease, and thereupon such Bond Obligations shall be immediately due and payable solely to the extent that the Legislature has appropriated funds for such payment; provided, however, that the occurrence of an Event of Default with respect to one Series of Bonds is not in and of itself an Event of Default with respect to another Series of Bonds or outstanding Refundable Notes.

(b) Any acceleration of Bond Obligations may be annulled at the Majority Bond Owners' Direction delivered to the Executive Director. An annulment of an acceleration of Bond Obligations shall not affect any subsequent acceleration of Bond Obligations pursuant to this Resolution.

Section 9.02 Enforcement of Rights and Remedies.

(a) During the continuance of an Event of Default or an Event of Nonappropriation, the Bond Owners, as the pledgees and assignees for security purposes of all right, title, and interest of the Authority in and to the Pledged Security, acting pursuant to a Majority Bond Owners' Direction and upon compliance with applicable requirements of law, shall have standing and the exclusive right to enforce the rights and remedies of the Authority with respect to the Pledged Security to the extent permitted by law. The Authority shall cooperate in such enforcement to the extent permitted by law, but the Authority shall not be required to take any action in that connection except at the Majority Bond Owners' Direction.

(b) During the continuance of an Event of Default or an Event of Nonappropriation, an agent of the Bond Owners may be appointed at the Majority Bond Owners' Direction to exercise any rights and remedies available to such Bond Owners as though such agent were the Authority.

(c) Upon the occurrence of an Event of Default or an Event of Nonappropriation, any one or more of the following actions may be taken at the Majority Bond Owners' Direction:

(1) by suit for injunction, or by other action or proceeding at law or in equity, enforce all rights of the Bond Owners or require the Authority to carry out any agreements with or for the benefit of the Bond Owners and to perform its duties under the Transaction Documents;

(2) by action in equity, enjoin any acts that may be unlawful or in violation of the rights of the Bond Owners;

(3) by out-of-court proceeding or by suit, action, or other proceeding at law or in equity, enforce and exercise all rights of the Bond Owners and the Authority under the Transaction Documents; and

(4) upon the filing of a suit or commencement of any other action or proceeding to enforce the rights of the Authority or the Bond Owners, have a receiver appointed for the Pledged Security, with such powers as are provided by law and such additional powers as the court making such appointment may confer.

(d) In addition to the remedies provided under this Resolution, the Bond Owners, acting pursuant to a Majority Bond Owners' Direction, may exercise any other rights and remedies afforded by law.

(e) To the extent permitted by law, any suit or other action or proceeding instituted by the Bond Owners may be instituted, if necessary, in the name of the Authority for the benefit of the Bond Owners.

(f) No delay or omission to exercise any right or power existing upon any breach of this Resolution or the Lease shall impair such right or power or constitute a waiver thereof, and each such right or power may be exercised as often as may be deemed expedient.

(g) Any judgment against the Authority shall be enforceable only against the Pledged Security applicable to the Bonds. There shall not be authorized any deficiency judgment against any assets of, or the general credit of, the Authority, the Lessee, or the Comptroller or the State.

Section 9.03 Restoration of Rights.

If any action taken by the Bond Owners as a result of an Event of Default or Event of Nonappropriation is discontinued or abandoned for any reason, or is determined adversely to the Bond Owners, the Bond Owners shall be restored to their respective former positions and rights under the Transaction Documents, and all rights, remedies, and powers of the Bond Owners shall continue as though no such action had been taken.

Section 9.04 Bond Owner's Right to Enforce Payment.

This Resolution does not impair the right of any Bond Owner to enforce, by suit or otherwise, its right to payment of Bond Obligations.

Section 9.05 Remedies Nonexclusive.

No remedy available to the Bond Owners under the Transaction Documents is intended to be exclusive of any other remedy, except as expressly provided therein, and each such remedy shall be cumulative.

Section 9.06 Application of Funds Upon Enforcement of Remedies.

(a) Upon an acceleration of Bond Obligations pursuant to this Resolution, the Authority shall take all action permitted by law to transfer the Pledged Revenues held by it or on its behalf to the Interest and Sinking Fund.

(b) All funds received as a result of any action taken pursuant to this Article shall be deposited in the Interest and Sinking Fund.

(c) All funds deposited in the Interest and Sinking Fund pursuant to this Article (other than funds for the payment of Bonds that have matured or otherwise become payable prior to the Event of Default giving rise to such deposit or for the payment of interest due prior to such Event of Default) shall be applied as follows:

(1) first, to the payment of Bond Administration Costs;

(2) second, to the ratable payment of all unpaid interest due on the Bonds;

(3) third, to the payment of the unpaid principal of and premium (if any) on the Bonds that have become due, along with interest on such overdue principal from the respective dates upon which such principal became due, and, if the amount available is not sufficient to pay in full such amounts on any particular date, then to the payment ratably, according to the amount of principal due on such date, without any discrimination or privilege among the Bond Owners entitled to such payment; and

(4) fourth, to the Authority to be applied in accordance with law.

(d) Whenever funds are to be applied pursuant to this Section, such funds shall be applied as soon as practicable. Interest on any Bond Obligation paid with such funds on the date fixed by the Authority for such payment shall cease to accrue on such date.

(e) The Authority shall give such notice of its actions pursuant to this Section as it deems appropriate.

Section 9.07 Notice by Authority of Default or Nonappropriation.

Upon the occurrence and continuation of an Event of Default or an Event of Nonappropriation, known to the Authority, the Executive Director, within ten (10) days after the date of becoming aware of the occurrence thereof, shall notify, or cause the Paying Agent/Registrar to notify, each Bond Owner of such default or non-appropriation.

APPENDIX D

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York ("DTC"), while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only system has been provided by DTC for use in disclosure documents such as this Official Statement. The Authority believes the source of such information to be reliable, but takes no responsibility for the accuracy or completeness thereof.

The Authority cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants (as defined herein), (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), 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 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 initially as securities depository for the Bonds. The Bonds will be issued as fully-registered securities 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 Bond certificate will be issued for each serial installment or maturity of the Bonds of each Series with the same interest rate 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 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("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 Bonds 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 Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds 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 Bonds 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 Bonds;

DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds 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 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds 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 Paying/Agent 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 Bonds within a Series and maturity with the same interest rate are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant to be redeemed, unless a pro rata pass-through distribution of principal basis is selected in accordance with DTC's procedures.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds 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 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds 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 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, 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 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 Bonds 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, Bond 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, Bond certificates will be printed and delivered to DTC.

Use of Certain Terms in Other Sections of this Official Statement. In reading this Official Statement it should be understood that while the Bonds are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Bonds, 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.



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APPENDIX B
FORM OF PRICING NOTICE
PRICING NOTICE
RELATING TO THE
INVITATION TO TENDER BONDS DATED SEPTEMBER 20, 2024

to the Bond Owners described herein of
all or any portion of the maturities listed on page (ii) herein of the

TEXAS PUBLIC FINANCE AUTHORITY
LEASE REVENUE AND REFUNDING BONDS
(TEXAS FACILITIES COMMISSION),
TAXABLE SERIES 2020

(BASE CUSIP: 882669)

The purpose of this Pricing Notice dated September 27, 2024 (the “Pricing Notice”) is to publish the Fixed Spreads for the Target Bonds. All other terms relating to the Invitation (hereinafter defined) remain unchanged.

Pursuant to the Invitation to Tender Bonds dated September 20, 2024 (as it may be amended or supplemented, the “**Invitation**”), the Texas Public Finance Authority (the “**Authority**”), invited Bond Owners to tender Target Bonds for cash at the applicable Offer Purchase Prices based on a Fixed Spread to be added to the yields on certain benchmark United States Treasury Securities set forth in this Pricing Notice, plus Accrued Interest on the Target Bonds tendered for purchase to but not including the Settlement Date. All terms used herein and not otherwise defined are used as defined in the Invitation.

As set forth in the Invitation, the Authority retains the right to extend the Tender Offer, or amend the terms of the Tender Offer in any material respect, provided, that the Authority shall provide notice thereof at such time and in such manner to allow reasonable time for dissemination to Bond Owners and for Bond Owners to respond. In such event, any tenders of Target Bonds prior to such material change, including a change in the Fixed Spreads, for such Target Bonds pursuant to the Invitation will remain in full force and effect and any Bond Owner of such affected Target Bonds, wishing to revoke its tender of such Target Bonds for purchase must affirmatively withdraw such offer prior to the Expiration Date, as may be extended.

The Invitation, including the Preliminary Official Statement dated September 20, 2024 relating to the Authority’s Lease Revenue Refunding Bonds (Texas Facilities Commission), Series 2024 is available: (i) at the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website, currently located at <http://emma.msrb.org>, using the CUSIP numbers for the Target Bonds, (ii) through DTC and the DTC participants holding the Target Bonds, and (iii) on the website of the Information Agent and Tender Agent at www.globic.com/txpfa.

Any questions are to be directed to the Information Agent and Tender Agent at (212) 227-9622.

TENDER OFFER – FIXED SPREADS

Pursuant to the Invitation, the Fixed Spreads for the Target Bonds are listed below. [There has been no change in the Indicative Fixed Spreads listed in page (ii) of the Invitation.]

**TEXAS PUBLIC FINANCE AUTHORITY
LEASE REVENUE AND REFUNDING BONDS
(TEXAS FACILITIES COMMISSION),
TAXABLE SERIES 2020**

CUSIP No⁽¹⁾	Maturity Date (February 1)	Interest Rate (%)	Outstanding Principal Amount	Par Call Date	Benchmark Treasury Security⁽²⁾	Fixed Spreads⁽³⁾
882669BT0	2025	0.6630	\$20,425,000	-	2-Year	
882669BU7	2026	0.9260	20,425,000	-	2-Year	
882669BV5	2027	1.0760	20,425,000	-	3-Year	
882669BW3	2028	1.3300	20,425,000	-	5-Year	
882669BX1	2029	1.4300	20,425,000	-	5-Year	
882669BY9	2030	1.5200	20,425,000	-	7-Year	
882669BZ6	2031	1.6200	20,425,000	-	7-Year	
882669CA0	2032	1.7800	20,425,000	2/1/2031	10-Year	
882669CB8	2033	1.9400	20,420,000	2/1/2031	10-Year	
882669CC6	2034	2.0400	20,415,000	2/1/2031	10-Year	
882669CD4	2035	2.1400	20,415,000	2/1/2031	10-Year	
882669CE2	2036	2.2170	20,415,000	2/1/2031	10-Year	
882669CF9	2037	2.3170	20,415,000	2/1/2031	10-Year	
882669CG7	2038	2.3670	20,415,000	2/1/2031	10-Year	
882669CH5	2039	2.4170	20,415,000	2/1/2031	10-Year	
882669CJ1	2040	2.4670	20,415,000	2/1/2031	30-Year	
882669CK8	2041	2.5170	12,000,000	2/1/2031	30-Year	

The yields on the Benchmark Treasury Securities will be determined at approximately 10:00 a.m., New York City time, on Tuesday, October 8, 2024.

- (1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The CUSIP numbers are being provided solely for the convenience of the owners of the Target Bonds and the Authority is not responsible for the selection or correctness of the CUSIP numbers printed herein and does not make any representation with respect to such numbers or undertake any responsibility for their accuracy.
- (2) Each Benchmark Treasury Security will equal the bid-side yield of the Benchmark Treasury Security as quoted on the Bloomberg Bond Trader FIT1 series of pages at approximately 10:00 a.m., New York City time, on October 8, 2024.
- (3) Values shown are in basis points.

Illustrative Offer Purchase Price Calculations: Treasury Security Yields as of September __, 2024

The tables below provide examples of the Offer Purchase Price realized by a Bond Owner that submits an offer based on the following yields for the Benchmark Treasury Securities as of September __, 2024 and the Fixed Spreads. This example is being provided for convenience only and is not to be relied upon by a Bond Owner as an indication of the Purchase Yield or Offer Purchase Price that may be paid by the Authority.

Based on these Treasury Security Yields, the following Offer Purchase Prices would be derived:

**TEXAS PUBLIC FINANCE AUTHORITY
LEASE REVENUE AND REFUNDING BONDS
(TEXAS FACILITIES COMMISSION),
TAXABLE SERIES 2020**

CUSIP No ⁽¹⁾	Maturity Date (February 1)	Interest Rate (%)	Outstanding Principal Amount	Par Call Date	Benchmark Treasury Security ⁽²⁾	Fixed Spreads ⁽³⁾	Illustrative Treasury Security Yield (%)*	Illustrative Purchase Yield (%)*	Illustrative Offer Purchase Price ^{(4)*}
882669BT0	2025	0.6630	\$20,425,000	-	2-Year				
882669BU7	2026	0.9260	20,425,000	-	2-Year				
882669BV5	2027	1.0760	20,425,000	-	3-Year				
882669BW3	2028	1.3300	20,425,000	-	5-Year				
882669BX1	2029	1.4300	20,425,000	-	5-Year				
882669BY9	2030	1.5200	20,425,000	-	7-Year				
882669BZ6	2031	1.6200	20,425,000	-	7-Year				
882669CA0	2032	1.7800	20,425,000	2/1/2031	10-Year				
882669CB8	2033	1.9400	20,420,000	2/1/2031	10-Year				
882669CC6	2034	2.0400	20,415,000	2/1/2031	10-Year				
882669CD4	2035	2.1400	20,415,000	2/1/2031	10-Year				
882669CE2	2036	2.2170	20,415,000	2/1/2031	10-Year				
882669CF9	2037	2.3170	20,415,000	2/1/2031	10-Year				
882669CG7	2038	2.3670	20,415,000	2/1/2031	10-Year				
882669CH5	2039	2.4170	20,415,000	2/1/2031	10-Year				
882669CJ1	2040	2.4670	20,415,000	2/1/2031	30-Year				
882669CK8	2041	2.5170	12,000,000	2/1/2031	30-Year				

(1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by FactSet Research Systems Inc. The CUSIP numbers are being provided solely for the convenience of the owners of the Target Bonds and the Authority is not responsible for the selection or correctness of the CUSIP numbers printed herein and does not make any representation with respect to such numbers or undertake any responsibility for their accuracy.

(2) Each Benchmark Treasury Security (as defined herein) will equal the bid-side yield of the Benchmark Treasury Security as quoted on the Bloomberg Bond Trader FIT1 series of pages at approximately 10:00 a.m., New York City time, on October 8, 2024.

(3) Values shown are in basis points.

(4) **Prices shown are in \$ per \$100 of par. FOR THE AVOIDANCE OF DOUBT, IF THE DETERMINED OFFER PURCHASE PRICE FOR ANY MATURITY AND CORRESPONDING CUSIP OF THE TENDERED BONDS IS MORE THAN 100%, THEN THE OFFER PURCHASE PRICE WILL BE CAPPED AT 100%. SEE Section 2, "Information to Bond Owners – Tender Consideration - Determination of Offer Purchase Prices."**

*Preliminary and subject to change.

Illustrative Offer Purchase Price Calculations: Interest Rate Sensitivity

As a measure of the sensitivity of the Offer Purchase Price to changes in the yield on the Benchmark Treasury Security, the following tables show the impact on the Offer Purchase Price of a 0.10% (10 basis point) movement in the yield of the Benchmark Treasury Security.

TEXAS PUBLIC FINANCE AUTHORITY LEASE REVENUE AND REFUNDING BONDS (TEXAS FACILITIES COMMISSION), TAXABLE SERIES 2020

CUSIP No ⁽¹⁾	Maturity Date (February 1)	Illustrative Purchase Yield Based on Treasury Security Yields (%) as of September __, 2024	Illustrative Offer Purchase Prices ^{(2)*}		
			Assuming a 0.10% Increase in Treasury Security Yields	Current Treasury Security Yield	Assuming a 0.10% Decrease in Treasury Security Yields
882669BT0	2025				
882669BU7	2026				
882669BV5	2027				
882669BW3	2028				
882669BX1	2029				
882669BY9	2030				
882669BZ6	2031				
882669CA0	2032				
882669CB8	2033				
882669CC6	2034				
882669CD4	2035				
882669CE2	2036				
882669CF9	2037				
882669CG7	2038				
882669CH5	2039				
882669CJ1	2040				
882669CK8	2041				

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(2) Prices shown are in \$ per \$100 of par. **FOR THE AVOIDANCE OF DOUBT, IF THE DETERMINED OFFER PURCHASE PRICE FOR ANY MATURITY AND CORRESPONDING CUSIP OF THE TENDERED BONDS IS MORE THAN 100%, THEN THE OFFER PURCHASE PRICE WILL BE CAPPED AT 100%. SEE Section 2 “Information to Bond Owners – Tender Consideration - Determination of Offer Purchase Prices.”**

**Preliminary and subject to change.*