

EXHIBIT 1

UNRECORDED RIGHTS CERTIFICATION FORM
(Page 1 of 2)

State Department and Project Name:	APNs:
	(Ten Digit Telephone Number)

THE CERTIFICATIONS PROVIDED BELOW ARE MADE PURSUANT TO THE INSTRUCTIONS AND INFORMATION ON PAGE 2 OF THIS FORM.

UNRECORDED RIGHTS EXIST that encumber or may otherwise affect the intended use and/or occupancy of the Greater Project Property. [Note: the Greater Project Property includes the project site as well as those areas providing functional support, vehicular access or utility access to or from the project site.]

(Initial if applicable)

The unrecorded right(s) that encumber or may otherwise affect the interests of the Greater Project Property is/are listed and briefly described below. [Please attach all related documentation to this certification form.]

UNRECORDED RIGHTS DO NOT EXIST that encumber or may otherwise affect the intended use and/or occupancy of the Greater Project Property. [Note: the Greater Project Property includes the project site as well as those areas providing functional support, vehicular access or utility access to or from the project site.]

(Initial if applicable)

Department Management Verification

I hereby certify that the above information regarding Unrecorded Rights encumbering or otherwise affecting the interest of the Greater Project Property, as stated above, is true to the full extent of my informed knowledge as of this date.

By: _____ Date: _____
Name: _____
Title: _____

UNRECORDED RIGHTS CERTIFICATION FORM
(Page 2 of 2)

Unrecorded Rights Certification is required as part of the real estate title due diligence analysis taking place in support of your facility's design authority for the project identified on page 1 of this form.

Your assistance is necessary to identify and provide information on any Unrecorded Rights that you may have knowledge of or discover through a review of your records and your site inspection of the Greater Project Property.

The Greater Project Property includes the project site as well as those areas providing functional support, vehicular access, or utility access to or from the project site.

Some examples of Unrecorded Rights that encumber or may otherwise affect the property interests of the Greater Project Property are: contracts, leases, licenses, agreements, memorandums of understanding with public or private entities or persons that affect the use and/or occupancy of the Greater Project Property. These examples, either verbal or written, may involve roadways, farming operations, solar farms, wind farms, parking or storage uses, ATM machines, vending machines, above or below ground utilities, firing ranges, fire stations, adverse possessors, homeless camps, encroachments onto State property by others, and encroachments onto adjacent property by the State. Generally, any potentially enforceable right another entity or person may claim that allows them to use, occupy, or cross the Greater Project Property is required to be identified and disclosed.

This form is to be prepared and executed by the departmental facility management staff that performed the physical site inspection.

If Unrecorded Rights do exist, briefly describe them on page 1, attach all related documentation to this form, and return it to the following address:

Sean B. Absher
Stradling, Yocca, Carlson & Rauth
44 Montgomery Street, Suite 4200
San Francisco, CA 94104
Telephone: (415) 283-2242
Facsimile: (415) 283-2255
E-mail: sabsher@sycr.com

EXHIBIT 2A

TAX-EXEMPT FINANCING QUESTIONNAIRE

BOND ISSUE: _____

ENTITY: _____

PROJECT: _____ (the "Project")

This questionnaire is intended to elicit facts to enable Stradling Yocca Carlson & Rauth, as Bond Counsel, to perform its "due diligence" review of the facilities financed with the above-referenced obligations (the "Bonds"). It is our understanding that the above-referenced entity (the "Entity") may have entered (or will enter) into various contractual arrangements (including, but not limited to: leasing arrangements, management, service or incentive payment contracts, naming rights contracts, licensing agreements, output or take-or-pay contracts, or research agreements) with various private entities ("Private Users") such that the Private Users may have been (or may be) granted some special legal entitlement to the Bond-financed facility (the above referenced Project) pursuant to the terms of such contractual arrangement.

Based on the responses to the questionnaire, Bond Counsel may render its opinion that interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The information elicited may also form the basis for certain closing documents and certain disclosures contained in the Official Statement.

This questionnaire should be completed by managerial or administrative personnel of the Entity, with the assistance of outside advisers and consultants as necessary. Ultimately, the representative of the Entity with financial responsibility for the Entity's obligations with respect to the Bonds should approve the questionnaire.

If assistance is needed in interpreting or completing any of the questions contained herein, please contact Carol Lew of Stradling Yocca Carlson & Rauth, Newport Beach, California, at (949) 725-4237 or e-mail address: clew@sycr.com.

I. General Description of Property to be Financed.

1. Describe briefly each component of the Project financed by the Bonds and include the amount of Bond proceeds of each separate issue allocated to each component.

2. Please describe if any portion of the Project costs were paid prior to the issuance of the applicable Bond issue. Attach schedules showing the amounts reimbursed and dates of expenditures.

3. Please describe any noncapital expenditures to be financed.

4. Please list the placed in service (or expected placed in service) date for each component of the Project.

II. Ownership and Use of the Project

1. How is the Project (or each portion thereof) to be owned?

2. Will (or has) any portion of the Project (including any land, buildings or equipment that make up the Project) be (or been) the subject of a lease with a person or entity?

Yes () No ()

If yes, please describe the nature of the arrangement and attach a copy of the lease to this questionnaire.

3. Will (or has) any portion of the Project (including any land, buildings or equipment that make up the Project) be (or been) the subject of a naming rights contract with a person or entity?

Yes () No ()

If yes, please describe the nature of the arrangement and attach a copy of the naming rights contract to this questionnaire.

4. Will (or has) any portion of the Project (including any land, buildings or equipment that make up the Project) be (or been) the subject of a management or operating contract(s) with a person or entity?

Yes () No ()

If yes, please describe the nature of the arrangement and attach a copy of the management or operating contract(s) to this questionnaire.

5. Will (or has) any portion of the Project (including any land, buildings or equipment that make up the Project) be (or been) the subject of a service contract(s) with a person or entity?

Yes () No ()

If yes, please describe the nature of the arrangement and attach a copy of the service contract(s) to this questionnaire.

6. Will (or has) any portion of the Project (including any land, buildings or equipment that make up the Project) be (or been) the subject of a research agreement(s) with a person or entity?

Yes () No ()

*If yes, please describe the nature of the arrangement and attach a copy of the research agreement(s) to this questionnaire. *If the arrangements are too numerous please schedule a conference call to refine this question.*

7. Will (or has) any portion of the Project (including any land, buildings or equipment that make up the Project) be (or been) the subject of an output contract with a person or entity?

Yes () No ()

If yes, please describe the nature of the arrangement and attach a copy of the output contract to this questionnaire.

8. Does any portion of the Project include any professional office space occupied by private entities or individuals?

Yes () No ()

If yes, please describe the size and nature of such office space.

9. Except as may be described elsewhere in this questionnaire, is any other portion of the Project used by entities other than Entity?

Yes () No ()

If yes, please describe the nature and extent of such use, identify the entity or entities so using the space, and quantify the space as a percentage, both in terms of square footage and fair rental value. *Please list all contracts, whether formal or informal, with providers of services and facilities that require remuneration (e.g., a lease for restaurant space). Copies of all contracts, leases and/or agreements the Entity has with private persons or entities for its services and with respect to the Project should be enclosed with this questionnaire.*

10. Does the Entity expect any change in the use of any portion of the Project in any way that is not described elsewhere in this questionnaire?

Yes () No ()

If yes, please describe the nature and extent of such anticipated change.

11. Does the Project include parking areas? If so, please describe the size and number of the parking areas, to whom such parking available and on what basis is it available? Please quantify the use of the parking areas among various groups by proportion of area and fair rental value.

(i) Who manages or operates such parking areas? Are the parking areas managed by other than Entity? If so, please provide a description of the terms of the management contract, including its term, cancellation provisions and method of compensating the parking manager.

(ii) Please provide copies of any management or operating contracts for these parking areas.

III. Entity Personnel Information.

I certify that I have prepared the responses provided in this Questionnaire and that, to the best of my knowledge, such responses are true, correct and complete.

Name of Person Completing Questionnaire

Title

Phone Number

Signature

Date

I certify that I have reviewed the Questionnaire, which was prepared under my supervision or the supervision of other Entity personnel for whom I am responsible, and that to the best of my knowledge, such responses are true, correct and complete.

Name of Approving Entity Official

Title

Phone Number

Signature

Date

EXHIBIT 2B

TAX-EXEMPT FINANCING QUESTIONNAIRE

BOND ISSUE: _____

ENTITY: _____

PROJECT: _____ (the "Project")

This questionnaire is intended to elicit facts to enable Stradling Yocca Carlson & Rauth, as Bond Counsel, to perform its "due diligence" review of the facilities to be refinanced with the above-referenced obligations (the "Bonds"). It is our understanding that the above-referenced entity (the "Entity") is leasing space in the Project (the "Entity Lease") and may have entered (or will enter) into various contractual arrangements (including, but not limited to: leasing arrangements, management, service or incentive payment contracts, naming rights contracts, licensing agreements, output or take-or-pay contracts, or research agreements) with various private entities ("Private Users") such that the Private Users may have been (or may be) granted some special legal entitlement to the Bond-refinanced facility (the above referenced Project) pursuant to the terms of such contractual arrangement.

Based on the responses to the questionnaire, Bond Counsel may render its opinion that interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). The information elicited may also form the basis for certain closing documents and certain disclosures contained in the Official Statement.

This questionnaire should be completed by managerial or administrative personnel of the Entity, with the assistance of outside advisers and consultants as necessary. Ultimately, the representative of the Entity with financial responsibility for the Entity's obligations with respect to the Bonds should approve the questionnaire.

If assistance is needed in interpreting or completing any of the questions contained herein, please contact Carol Lew of Stradling Yocca Carlson & Rauth, Newport Beach, California, at (949) 725-4237 or e-mail address: clew@sycr.com.

For purposes of this questionnaire, the Project consists only of space leased by Entity under the Entity Lease.

I. Use of the Entity Leased Project Space.

1. Will (or has) any portion of the Entity Leased Project space (including any land, buildings or equipment that make up the Project) be (or been) the subject of a lease (other than the Entity Lease) with a person or entity?

Yes () No ()

If yes, please describe the nature of the arrangement and attach a copy of the lease to this questionnaire.

2. Will (or has) any portion of the Entity Leased Project space (including any land, buildings or equipment that make up the Project) be (or been) the subject of a naming rights contract with a person or entity?

Yes () No ()

If yes, please describe the nature of the arrangement and attach a copy of the naming rights contract to this questionnaire.

3. Will (or has) any portion of the Entity Leased Project space (including any land, buildings or equipment that make up the Project) be (or been) the subject of a management or operating contract(s) with a person or entity?

Yes () No ()

If yes, please describe the nature of the arrangement and attach a copy of the management or operating contract(s) to this questionnaire.

4. Will (or has) any portion of the Entity Leased Project space (including any land, buildings or equipment that make up the Project) be (or been) the subject of a service contract(s) with a person or entity?

Yes () No ()

If yes, please describe the nature of the arrangement and attach a copy of the service contract(s) to this questionnaire.

5. Will (or has) any portion of the Entity Leased Project space (including any land, buildings or equipment that make up the Project) be (or been) the subject of a research agreement(s) with a person or entity?

Yes () No ()

*If yes, please describe the nature of the arrangement and attach a copy of the research agreement(s) to this questionnaire. *If the arrangements are too numerous please schedule a conference call to refine this question.*

6. Will (or has) any portion of the Entity Leased Project space (including any land, buildings or equipment that make up the Project) be (or been) the subject of an output contract with a person or entity?

Yes () No ()

If yes, please describe the nature of the arrangement and attach a copy of the output contract to this questionnaire.

7. Does any portion of the Entity Leased Project space include any professional office space occupied by private entities or individuals?

Yes () No ()

If yes, please describe the size and nature of such office space.

8. Except as may be described elsewhere in this questionnaire, is any other portion of the Entity Leased Project space used by entities other than Entity?

Yes () No ()

If yes, please describe the nature and extent of such use, identify the entity or entities so using the space, and quantify the space as a percentage, both in terms of square footage and fair rental value. *Please list all contracts, whether formal or informal, with providers of services and facilities that require remuneration (e.g., a lease for restaurant space). Copies of all contracts, leases and/or agreements the Entity has with private persons or entities for its services and with respect to the Project should be enclosed with this questionnaire.*

9. Does the Entity expect any change in the use of any portion of the Project in any way that is not described elsewhere in this questionnaire?

Yes ()

No ()

If yes, please describe the nature and extent of such anticipated change.

EXHIBIT 3

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

\$ _____*
Lease Revenue Refunding Bonds
2016 Series ____
(Various Capital Projects)

\$ _____*
Lease Revenue Refunding Bonds
2016 Series ____
(Various Capital Projects)

CERTIFICATE OF THE
STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA
REGARDING PRELIMINARY OFFICIAL STATEMENT

The undersigned hereby states and certifies as follows:

1. That she is a duly appointed and qualified Deputy Director of the State Public Works Board of the State of California (the "*Board*"), and, as such, is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That, based in part on certificates delivered by the State Treasurer, the State Controller, the Department of _____, the _____ of the State of California, the Department of _____ of the State of California, the Department of _____ of the State of California, the Department of _____ of the State of California, the _____, the Department of _____ of the State of California and the Department of _____ of the State of California, and in reliance on a litigation certificate and a letter provided by the Office of the Attorney General, the Board "deems final," for purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended ("*Rule 15c2-12*"), except for information permitted to be omitted therefrom by Rule 15c2-12, the preliminary official statement with respect to the above-captioned bonds (the "*Bonds*") dated _____, 2016, as supplemented by the Supplement dated the date hereof (including the cover page and all appendices thereto, the "*Preliminary Official Statement*").

3. That the Board hereby approves the use and distribution of the Preliminary Official Statement in connection with the offering of the Bonds.

Dated: _____, 2016

STATE PUBLIC WORKS BOARD
OF THE STATE OF CALIFORNIA

By: _____

Deputy Director

* Preliminary, subject to change.

EXHIBIT 4

STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA

\$ _____^{*}
Lease Revenue Refunding Bonds
2016 Series ____
(Various Capital Projects)

CERTIFICATE OF THE
DEPARTMENT OF _____
OF THE STATE OF CALIFORNIA
REGARDING PRELIMINARY OFFICIAL STATEMENT

The undersigned hereby states and certifies:

1. That she is the duly appointed and qualified _____ of the Department of _____ of the State of California (the "*Department*") and, as such, is familiar with the facts herein certified and is authorized and qualified to certify the same.

2. That there has been prepared a preliminary official statement, dated _____, 2016, as supplemented by the Supplement dated _____, 2016, with respect to the above-captioned bonds (the "*Bonds*") (including the cover page and all appendices thereto, the "*Preliminary Official Statement*"), which, with respect to the information regarding the Department and its respective 2016__ Refinanced Facilities (as described in the Preliminary Official Statement) in the Preliminary Official Statement, does not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

3. That this certificate shall be effective on the date written below and the certifications set forth herein shall be deemed to remain true and correct from such date to and including _____, 2016, unless the undersigned has notified the State Public Works Board and the Office of the State Treasurer to the contrary.

Dated: _____, 2016

DEPARTMENT OF _____
OF THE STATE OF CALIFORNIA

By: _____

^{*} Preliminary, subject to change.

EXHIBIT 5

**[\$PRINCIPAL AMOUNT]
STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA
LEASE REVENUE REFUNDING BONDS
2016 SERIES ____
(VARIOUS CAPITAL PROJECTS)**

CERTIFICATE OF THE DEPARTMENT OF

The undersigned, _____ of the Department of _____ of the State of California (the "Department"), acting in his official capacity, hereby certifies as follows in connection with the issuance of the above-captioned Lease Revenue Refunding Bonds of the State Public Works Board of the State of California (the "Bonds").

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms as set forth in the indenture, dated as of April 1, 1994, as amended by the Tenth Supplemental Indenture, dated as of September 1, 1996, the Forty-Second Supplemental Indenture, dated as of October 1, 2002, the Fifty-Second Supplemental Indenture, dated as of October 15, 2004 and the Ninety-Third Supplemental Indenture, dated as of October 12, 2009 (collectively, the "Master Indenture"), as supplemented by the Ninety-Sixth Supplemental Indenture (the "Ninety-Sixth Supplemental Indenture"), dated as of November 15, 2009, and the One Hundred Fortieth Supplemental Indenture (the "One Hundred Fortieth Supplemental Indenture"), dated as of October 1, 2016 (the Master Indenture, together with the Ninety-Sixth Supplemental Indenture and the One Hundred Fortieth Supplemental Indenture, the "Indenture"), each by and between the State Public Works Board of the State of California (the "Board") and the Treasurer of the State of California (the "State Treasurer"), as trustee, and if not defined in the Indenture in the Purchase Contract, dated October 5, 2016 (the "Purchase Contract"), among the Board, the Treasurer of the State of California, acting as agent for sale on behalf of the Board, and the Representatives of the Underwriters named therein.

1. I am the duly appointed and qualified Undersecretary, Administration and Offender Services, of the Department.

The Department is a duly organized and validly existing entity under the laws of the State of California (the "State"), and has all requisite legal right, power and authority to: (a) enter into its 2016C First Amendment to Facility Leases and the 2016C Continuing Disclosure Agreement and perform its obligations under its Site Leases, its Facility Leases and the 2016C Continuing Disclosure Agreement; (b) manage and control property for the use and benefit of the Department; and (c) enter into and perform its obligations under all of the transactions contemplated by its Site Leases, its Facility Leases and the 2016C Continuing Disclosure Agreement.

The Department has duly authorized the execution and delivery of its 2016C First Amendment to Facility Leases and the 2016C Continuing Disclosure Agreement, and the performance of all obligations on its part to be performed under its Site Leases, its Facility Leases and the 2016C Continuing Disclosure Agreement.

The Department is not in breach of or in default under any applicable law or administrative regulation of the State or the United States of America or any applicable judgment or decree or any

loan agreement, note, resolution, agreement or other instrument to which the Department is a party or otherwise subject, which breach or default would in any way materially and adversely affect its Site Leases, its Facility Leases or the 2016C Continuing Disclosure Agreement or the performance by the Department of its obligations thereunder, and no event has occurred and is continuing that with the passage of time or giving of notice, or both, would constitute such a breach or default, and the execution and delivery by the Department of its 2016C First Amendment to Facility Leases and the 2016C Continuing Disclosure Agreement and compliance with the provisions of its Site Leases, its Facility Leases and the 2016C Continuing Disclosure Agreement will not materially conflict with or constitute a breach of or default under any law, administrative regulation, judgment, decree or any agreement or other instrument to which the Department is a party or otherwise subject; nor will any such execution, delivery or compliance result in the creation or imposition of any lien, charge, encumbrance or security interest of any nature whatsoever upon any of the revenues, property or assets of the Department, except as expressly provided or permitted by its Site Leases and its Facility Leases.

No consent, authorization or approval of, or filing or registration with, any governmental or regulatory office or body not already obtained is required to be obtained by the Department for the execution and delivery of its 2016C First Amendment to Facility Leases and the 2016C Continuing Disclosure Agreement and, except as described in the Official Statement relating to the Bonds dated October 5, 2016 (the "Official Statement"), no consent, authorization or approval of, or filing or registration with, any governmental or regulatory office or body not already obtained by the Department is required to be obtained by the Department for the performance by the Department under its Site Leases, its Facility Leases or the 2016C Continuing Disclosure Agreement. The Department has obtained all consents, authorizations and approvals necessary for the Department to operate and maintain its Facilities all in the manner contemplated by its Facility Leases.

After due investigation, to the knowledge of the Department, except as set forth in the Official Statement, there are no recorded or unrecorded encumbrances or restrictions on use which would materially, adversely affect the Board's right to quiet enjoyment of the right of possession of the leasehold estate created under its Site Leases or which would interfere with the Department's beneficial use and occupancy of the Facilities as contemplated by its Facility Leases.

As of the date thereof, the information relating to the Department and its Facilities contained in the Official Statement did not, and as of the date hereof such information contained in the Official Statement does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Except as set forth in the Official Statement, no litigation is pending (with service of process having been accomplished) or, to the knowledge of the undersigned after due investigation, threatened (a) to restrain or enjoin the execution of its 2016C First Amendment to Facility Leases or the 2016C Continuing Disclosure Agreement, (b) to restrain or enjoin the performance under its Site Leases, its Facility Leases, or the use and occupancy by the Department of the Facilities described in its Facility Leases, or (c) in any way contesting or affecting the validity of its Site Leases, its Facility Leases or the 2016C Continuing Disclosure Agreement or any other document, license, permit or approval necessary to the performance by the Department under its Site Leases, its Facility Leases or the 2016C Continuing Disclosure Agreement.

Except as set forth in the Official Statement, there is no litigation pending (with service of process having been accomplished), or, to the knowledge of the undersigned after due investigation, threatened against the Department or involving any of the property or assets under the control of the Department including, without limitation, the Facilities described in its Facility Leases, that involves the possibility of any judgment or uninsured liability which would materially and adversely affect the performance by the Department under its Site Leases, its Facility Leases, the 2016C Continuing Disclosure Agreement or any other agreements or instruments entered into by the Department relative to the transactions contemplated by the Bonds.

Taking into account the Cost Reduction previously determined by the Board and to be effective concurrent with the issuance of the Bonds with respect to the Department's _____, the Department hereby affirms that the amount of Base Rental due under each of its Facility Leases is consistent with and does not exceed the fair rental value of the Facility leased thereunder.

The Department acknowledges that each of its Facility Lease require written consent of the Board to any assignment, subletting or transfer of all or any part of the interest of the Department in such Facility Lease, and provides that the Department will not create or suffer to be created any recorded or unrecorded mortgage, pledge, lien, charge, easement, rights of way or other rights, reservations, covenants, conditions, restrictions or encumbrance upon the related Facility except Permitted Encumbrances (as defined in each of its Facility Lease). The Department hereby covenants to comply with the requirements of its Facility Leases.

IN WITNESS WHEREOF, I have executed this certificate this ____ day of _____, 2016.

DEPARTMENT OF _____
OF THE STATE OF CALIFORNIA

By _____

EXHIBIT 6

**[LETTERHEAD OF LEGAL COUNSEL TO
DEPARTMENT OF _____]**

_____, 2016

State Public Works Board of the State of California
Sacramento, California

Loop Capital Markets LLC and Raymond James & Associates, Inc.,
as Representatives of the Underwriters
Los Angeles, California

Department of _____ of the State of California
Sacramento, California

**[\$[PRINCIPAL AMOUNT]
STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA
LEASE REVENUE REFUNDING BONDS
2016 SERIES ____
(VARIOUS CAPITAL PROJECTS)**

Ladies and Gentlemen:

I am Legal Counsel for the Department of _____ of the State of California (the "Department") and have represented the Department in connection with the issuance and sale of the above-captioned bonds (the "Bonds").

I have examined originals or copies, certified or otherwise identified to my satisfaction, of such documents, public records and other instruments and have conducted such other investigations of fact and law as I deemed necessary for the purpose of this opinion, including, without limitation, those certificates of the State Public Works Board of the State of California (the "Board") and the Department required by Section 208.06(b) and (c) of the Ninety-Sixth Supplemental Indenture (as defined below) delivered in connection with a Cost Reduction with respect to the _____ . Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms as set forth in the indenture, dated as of April 1, 1994, as amended by the Tenth Supplemental Indenture, dated as of September 1, 1996, the Forty-Second Supplemental Indenture, dated as of October 1, 2002, the Fifty-Second Supplemental Indenture, dated as of October 15, 2004, and the Ninety-Third Supplemental Indenture, dated as of October 12, 2009 (collectively, the "Master Indenture"), and as supplemented by the Ninety-Sixth Supplemental Indenture dated as of November 15, 2009 (the "Ninety-Sixth Supplemental Indenture") and the One Hundred Fortieth Supplemental Indenture, dated as of October 1, 2016 (the "One Hundred Fortieth Supplemental Indenture," and together with the Ninety-Sixth Supplemental Indenture and the Master Indenture, the "Indenture"), each by and between the Board and the Treasurer of the State of California (the "State Treasurer"), as trustee, and if not defined in the Indenture, in the Purchase Contract, dated October 5, 2016 (the "Purchase Contract"), among the Board, the State Treasurer, acting as agent for sale on behalf of the Board, and the Representatives of the Underwriters of the Bonds named therein.

I am of the opinion that:

1. The Department is a duly organized and validly existing entity of the State of California with all requisite legal right, power and authority to enter into its 2016C First Amendment to Facility Leases and the 2016C Continuing Disclosure Agreement and performs its obligations under its Site Leases, its Facility Leases and the 2016C Continuing Disclosure Agreement.

2. Its 2016C First Amendment to Facility Leases and the 2016C Continuing Disclosure Agreement have been duly authorized, executed and delivered by the Department and its Site Leases and its Facility Leases and the 2016C Continuing Disclosure Agreement are valid and binding upon and enforceable against the Department in accordance with their respective terms, if they are in like fashion, valid and binding upon and enforceable against the other respective parties thereto, as applicable, except that enforceability may be limited by bankruptcy, insolvency and other laws affecting the enforcement of creditors' rights in general and by the application of equitable principles if equitable remedies are sought.

3. The Department's execution and delivery of its 2016C First Amendment to Facility Leases and the 2016C Continuing Disclosure Agreement and compliance with the provisions of its Site Leases, its Facility Leases and the 2016C Continuing Disclosure Agreement do not and will not conflict with or constitute on the part of the Department a material breach or default under any existing law, regulation, court order or consent decree to which the Department is subject that would materially adversely affect the ability of the Department to make Base Rental or Additional Rental (as defined in its Facility Leases) payments under its Facility Leases when due or, to the best of my knowledge after due inquiry, under any agreement or instrument to which the Department is a party or by which the Department is bound that would materially adversely affect the ability of the Department to make Base Rental or Additional Rental payments under its Facility Leases when due.

4. All actions on the part of the Department necessary for the execution and delivery of its 2016C First Amendment to Facility Leases and the 2016C Continuing Disclosure Agreement and the undertaking of the activities with respect to the Facilities described in the Official Statement for the Bonds dated October 5, 2016 (the "Official Statement") as activities which the Department has undertaken have been duly and effectively taken. No consent, authorization or approval of, or filing or registration with, any governmental or regulatory office or body not already obtained by the Department is required to be obtained by the Department for the execution and delivery by the Department of its 2016C First Amendment to Facility Leases and the 2016C Continuing Disclosure Agreement, and except as set forth in the Official Statement, no consent, authorization or approval of or filing or registration with, any governmental or regulatory office or body not already obtained by the Department is required to be obtained by the Department for the performance of its Site Leases, its Facility Leases and the 2016C Continuing Disclosure Agreement.

5. Based upon my review of the Official Statement and without having undertaken to determine independently the accuracy or completeness of the statements contained therein, I have no reason to believe that the information relating to the Department and its Facilities in the Official Statement as of the date thereof or hereof (except for the financial, statistical and engineering data included therein, as to which no view is expressed), contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

6. Except as set forth in the Official Statement, to the best of my knowledge after due investigation, no litigation is pending (with service of process having been accomplished) or threatened (a) to restrain or enjoin the execution or delivery of the Bonds, the One Hundred Fortieth Supplemental Indenture, its 2016C First Amendment to Facility Leases or the 2016C Continuing Disclosure Agreement, or the use and occupancy by the Department of its Facilities, (b) to restrain or enjoin the performance by the Department under its Site Leases, its Facility Leases, the Purchase Contract or the 2016C Continuing Disclosure Agreement, or (c) in any way contesting or affecting the validity of the Bonds, the Indenture, its Site Leases, its Facility Leases or the 2016C Continuing Disclosure Agreement or any other document, license, permit or approval necessary to the performance by the Department with respect to the foregoing.

Very truly yours,

DEPARTMENT OF _____
OF THE STATE OF CALIFORNIA

By: _____

Legal Counsel

EXHIBIT 7

<p>§[C PRINCIPAL AMOUNT] STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA LEASE REVENUE REFUNDING BONDS 2016 SERIES ____ (VARIOUS CAPITAL PROJECTS)</p>	<p>§[D PRINCIPAL AMOUNT] STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA LEASE REVENUE REFUNDING BONDS 2016 SERIES ____ (VARIOUS CAPITAL PROJECTS)</p>
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**CERTIFICATE OF THE DEPARTMENT OF _____ OF THE
STATE OF CALIFORNIA**

The undersigned, on behalf of the Department of _____ of the State of California (the "Department"), hereby certifies the following:

1. The representations stated in the attached Tax Certificate, on behalf of the Department, are true and correct.
2. The Department's expectations with respect to the Project, described in Exhibit A of the Tax Certificate (the "Project"), are no different than those stated in the Tax Certificate.
3. The Department will cooperate with the Issuer regarding compliance with the arbitrage rebate requirements of Section 148(f) of the Code and with respect to any other tax matters relating to the Bonds with respect to the Project.
4. The Department will comply with all recordkeeping responsibilities as specified in Section V of the Tax Certificate with respect to the Project and with the post issuance compliance responsibilities specified in Section VII of the Tax Certificate with respect to the Project.
5. Except as provided in the Tax Certificate and described in each Tax Questionnaire, absent notification and approval of the Issuer and an opinion of nationally recognized bond counsel acceptable to the Issuer that the exclusion from gross income of interest with respect to the Bonds will not be adversely affected for federal income tax purposes, except for usage exclusively by the _____, any space assignment, lease, real property interest, service contract or other arrangement entered into relating to usage of the space with respect to the Project will be terminable without penalty or cause on fifty days or less notice by either the _____ or the Department.*

* For this purpose, usage does not include arrangements to acquire, construct, install, or repair property. In addition, for this purpose usage does not include limited service contracts solely incidental to the governmental function of the building, such as elevator repair, pest control, and janitorial services; however, general building maintenance agreements (such as a building manager) should be considered usage for this purpose.

SPWB 2016 SERIES ___
TAX CERTIFICATE

Any representations, certifications, or covenants made by the Department in any portion of the Tax Certificate, including this exhibit, are only made as to matters within the Department's control.

All terms not defined herein have the meaning ascribed in the attached Tax Certificate.

Dated: _____, 2016

DEPARTMENT OF _____
OF THE STATE OF CALIFORNIA

By: _____

EXHIBIT 8

<p>§[C PRINCIPAL AMOUNT] STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA LEASE REVENUE REFUNDING BONDS 2016 SERIES ____ (VARIOUS CAPITAL PROJECTS)</p>	<p>§[D PRINCIPAL AMOUNT] STATE PUBLIC WORKS BOARD OF THE STATE OF CALIFORNIA LEASE REVENUE REFUNDING BONDS 2016 SERIES ____ (VARIOUS CAPITAL PROJECTS)</p>
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CERTIFICATE OF THE _____

The undersigned, on behalf of the _____ (the "Tenant"), hereby certifies the following:

1. The representations stated in the attached Tax Certificate, on behalf of Tenant, are true and correct.
2. The Tenant's expectations with respect to the usage of the portion of the Office Buildings 8 and 9 Renovation Project with respect to which it is a Tenant (as labeled and described in Exhibit A of the Tax Certificate, the "Project") are no different than those stated in the Tax Certificate.
3. The Tenant will comply with all recordkeeping responsibilities as specified in Section V of the Tax Certificate with respect to the Project and with the post issuance compliance responsibilities specified in Section VII of the Tax Certificate with respect to the Project.
4. Except as described in the Tax Certificate or described in the applicable Tax Questionnaire, absent notification and approval of the Issuer and an opinion of nationally recognized bond counsel acceptable to the Issuer that the exclusion from gross income of interest with respect to the Bonds will not be adversely affected for federal income tax purposes, any space assignment, lease, real property interest, service contract or other arrangement relating to usage of the space entered into with respect to the Project, will be terminable without penalty or cause on fifty days or less notice by Tenant.*

Any representations, certifications, or covenants made by Tenant in any portion of the Tax Certificate, including this exhibit, are only made as to matters within Tenant's control.

* For this purpose, usage does not include arrangements to acquire, construct, install, or repair property. In addition, for this purpose usage does not include limited service contracts solely incidental to the governmental function of the building, such as elevator repair, pest control, and janitorial services; however, general building maintenance agreements (such as a building manager) should be considered usage for this purpose.

**SPWB 2016 SERIES __
TAX CERTIFICATE**

All terms not defined herein have the meaning ascribed in the attached Tax Certificate.

Dated: _____, 2016

By: _____

EXHIBIT 9

Insurance.

The Department shall maintain, or cause to be maintained, (i) fire, lightning and extended coverage insurance on the Leased Property, which shall be in the form of a commercial property policy in an amount equal to one hundred percent (100%) of the then current replacement cost of the Leased Property (excluding the replacement cost of the unimproved real property constituting the Site) (except that such insurance may be subject to a deductible clause of not to exceed Five Hundred Thousand Dollars (\$500,000) for any one loss), and (ii) earthquake insurance (if, in the sole discretion of the Board, such insurance is available on the open market from reputable insurance companies at a reasonable cost) on any structure comprising part of the Leased Property in an amount equal to the full insurable value of such structure or the principal amount of all Outstanding Bonds, whichever is less (except that such insurance may be subject to a deductible clause of not to exceed Five Hundred Thousand Dollars (\$500,000) for any one loss). The extended coverage endorsement shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke, vandalism and malicious mischief and such other hazards as are normally covered by such endorsement. Each such policy of insurance shall be in form satisfactory to the Board and shall contain a clause making all losses payable to the Board, the State Treasurer and the Department, as their interests may appear, and all proceeds thereof shall be paid over to the party contractually responsible for making repairs of casualty damage or to the Board to redeem the Bonds as hereinafter provided.

In the event of any damage to or destruction of the Leased Property caused by the perils covered by the insurance described in the preceding paragraph, or in the event of a loss of use of all or a portion of the Leased Property due to a title defect for which the Board or the Department has obtained any title insurance, the proceeds of such insurance shall be utilized, in the discretion of the Board, either (i) to redeem Outstanding Bonds to the extent possible and in accordance with the provisions of the Indenture, but only if the Base Rental payments due after such a redemption would be sufficient to retire the Bonds then Outstanding in accordance with their terms, or (ii) for the repair, reconstruction or replacement of the Leased Property to the end that the Leased Property shall be restored to at least the same condition that it was in prior to such damage, destruction or loss of use. If the Board so elects to repair, reconstruct or replace the Leased Property, it shall do so with all practicable dispatch in an expeditious manner and in conformity with the law so as to complete the same as soon as possible. Any balance of such proceeds not required for such repair, reconstruction or replacement shall be transferred to the Board and treated as Revenues and applied in the manner provided in Section 4.03 of the Indenture.

The Department shall maintain, or cause to be maintained, rental interruption insurance or use and occupancy insurance to cover loss, total or partial, of the use of the Leased Property as a result of any of the hazards covered by the insurance required by subsection (a) of this section in an amount not less than the succeeding two (2) consecutive years' Base Rental. Any such insurance policy shall be in form satisfactory to the Board and shall contain a loss payable clause making any loss thereunder payable to the State Treasurer. Any proceeds of such insurance shall be used by the State Treasurer to reimburse the Department for any rental theretofore paid by the Department under this Facility Lease for a period of time during which the payment of rental hereunder is abated, and any proceeds of such insurance not so used shall be applied as provided in Section 4.03 of the Indenture to the extent required to pay annual debt service on the Bonds or shall be applied as provided in the Indenture to the extent required to pay administrative costs of the Board in connection with the Leased Property.

The Department will deliver or cause to be delivered to the Board and the State Treasurer in the month of July in each year a schedule, in such detail as the State Treasurer in his discretion may request, setting forth the insurance policies then in force pursuant to this Section, the names of the insurers which have issued the policies, the amounts thereof and the property and risks covered thereby. Each such insurance policy shall require that the State Treasurer and the Board be given thirty (30) days notice of any intended cancellation thereof or reduction of the coverage provided thereby. Delivery to the State Treasurer and the Board of the schedule of insurance policies under the provisions of this Section shall not confer responsibility upon the State Treasurer or the Board as to the sufficiency of coverage or amounts of such policies. If so requested in writing by the Board or the State Treasurer, the Department shall also deliver or cause to be delivered to the State Treasurer and the Board duplicate originals or certified copies of each insurance policy described in such schedule.

Liens; Prohibition Against Encumbrance.

In the event the Department shall at any time during the term of this Facility Lease cause any additions, betterments, extensions or improvements to the Leased Property to be constructed or materials to be supplied in or upon the Leased Property, the Department shall pay or cause to be paid when due all sums of money that may become due, or purporting to be due for any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the Department in, upon or about the Leased Property and shall keep the Leased Property free of any and all mechanics' or materialmen's liens or other liens against the Leased Property or the Board's interest therein. In the event any such lien attaches to or is filed against the Leased Property or the Board's interest therein, the Department shall cause each such lien to be fully discharged and released at the time the performance of any obligation secured by any such lien matures or becomes due, except that if the Department desires to contest any such lien it may do so. If any such lien shall be reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and such stay thereafter expires, the Department shall forthwith pay or cause to be paid and discharged such judgment. The Department agrees to and shall, to the maximum extent permitted by law, indemnify and hold the Board, the State Treasurer, and their members, directors, agents, successors and assigns harmless from and against and defend each of them against any claim, demand, loss, damage, liability or expense (including attorneys' fees) as a result of any such lien or claim of lien against the Leased Property or the Board's interest therein.

The Department agrees it will not create or suffer to be created any recorded or unrecorded mortgage, pledge, lien, charge, easement, rights of way or other rights, reservations, covenants, conditions, restrictions or encumbrance upon the Leased Property except Permitted Encumbrances.

Status of Private Activity Use of the Financed Facilities.

The Department hereby covenants and agrees to provide updated information to the Board and the State Treasurer annually regarding the private activity use, if any, of the Financed Facilities. The information that must be updated annually is set forth in the Tax Certificate that was executed and delivered by the Board upon the initial issuance of the Bonds.

Tax Covenants.

The Department covenants that it will not use or permit any use of the Financed Facilities, and shall not take or permit to be taken any other action or actions, which would cause any Bond to

be a “private activity bond” within the meaning of Section 141 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated from time to time thereunder. The Department further covenants that it will not take any action or fail to take any action, if such action or the failure to take such action would adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds. The Department hereby covenants and agrees that it will cooperate with the Board and will provide all information reasonably requested by the Board regarding the Financed Facilities in connection with maintaining and using the Financed Facilities in compliance with covenants in the Tax Certificate or Section 141 of the Internal Revenue Code of 1986, as amended, and any applicable regulations promulgated from time to time thereunder.

Continuing Disclosure.

The Department hereby covenants and agrees that it will cooperate with the Board and the State Treasurer to comply with and carry out all of the provisions of the Continuing Disclosure Agreement, and will provide all information reasonably requested by the Board or the State Treasurer regarding the Financed Facilities and the Leased Property in connection with continuing disclosure obligations. Notwithstanding any other provision of this Facility Lease, failure of the Department to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder and shall not be deemed to create any monetary liability on the part of the Board, the Department or the State Treasurer to any other persons, including the owners of the Bonds; however, the State Treasurer may (and, at the request of the owners of at least twenty-five percent (25%) aggregate principal amount of Outstanding Bonds, shall), or any owner or Beneficial Owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Department to comply with its obligations under this Section. For purposes of this paragraph, “Beneficial Owner” means any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

EXHIBIT 10

I. Recordkeeping and Allocation.

(a) Recordkeeping. The Issuer, Participating Agencies, Additional Proceeds Users, and Tenants, shall maintain or cause to be maintained sufficient records to support compliance with the provisions of this Tax Certificate (provided the Participating Agencies, Additional Proceeds Users, and Tenants, will not maintain records relating to investments; those records shall be maintained by the Issuer or the State Treasurer) to support the exclusion from gross income of interest on the Obligations for federal income tax purposes, including, but not limited to, the following:

(i) transcript documentation relating to the Obligations (e.g., indenture, leases and opinions) (to be retained by the Issuer and the State Treasurer);

(ii) documentation evidencing expenditure of Obligation proceeds shall be retained by the Participating Agencies and Additional Proceeds Users, and the Issuer or its agent shall retain records relating to the draws of Obligation proceeds by the Participating Agencies and Additional Proceeds Users;

(iii) documentation evidencing the use of any property financed by the Obligations (e.g., leases, management, and service contracts, and concession arrangements) is to be retained by both the Participating Agencies, Additional Proceeds Users, and Tenants;

(iv) documentation evidencing sources of payment and security for Obligations (to be retained by the Issuer); and

(v) documentation pertaining to the investment of proceeds of the Obligations (including rebate calculations) (to be retained by the State Treasurer).

In addition, the Issuer shall cause the State Treasurer to maintain or cause to be maintained detailed records with respect to each security, obligation, annuity contract, or an other investment-type property allocated to Gross Proceeds, including: (i) purchase date, (ii) purchase price, (iii) information establishing fair market value on the date such investment is allocated to Gross Proceeds, (iv) any accrued interest paid, (v) face amount, (vi) coupon rate, (vii) periodicity of interest payments, (viii) disposition price, (ix) any accrued interest received, and (x) disposition date. The Issuer shall establish separate sub-accounts or take other accounting measures in order to account fully for all Gross Proceeds. The Issuer, State Treasurer and the Participating Agency, shall maintain books and records with respect to the allocation of Gross Proceeds in accordance with this Tax Certificate. All records required to be maintained pursuant to this Tax Certificate must be kept as long as the Obligations are outstanding plus three years after all Obligations are retired, and with respect to obligations refunded by the Obligations, for the same period required for the Obligations.