



<p><b>\$28,040,000</b></p> <p><b>DORMITORY AUTHORITY OF THE STATE OF NEW YORK</b></p> <p><b>BARNARD COLLEGE</b></p> <p><b>REVENUE BONDS</b></p> <p><b>SERIES 2008</b></p> <p><b>Dated: Date of Delivery</b></p> <p style="text-align: right;"><b>Due July 1, 2037</b></p>
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**Payment and Security:** The Series 2008 Bonds (the "Series 2008 Bonds") are special obligations of the Dormitory Authority of the State of New York (the "Authority") payable solely from and secured by a pledge of (i) certain payments to be made under the Loan Agreement (the "Loan Agreement"), dated as of March 26, 2008, between Barnard College (the "College") and the Authority, and (ii) all funds and accounts (except the Arbitrage Rebate Fund, any fund or account established for the payment of the purchase price of Option Bonds tendered for purchase and the Credit Provider Repayment Fund) established under the Authority's Barnard College Revenue Bond Resolution, adopted March 26, 2008 (the "Resolution") and the Series Resolution, adopted on March 26, 2008, authorizing such Series (the "Series 2008 Resolution" and, together with the Resolution, the "Resolutions").

The Series 2008 Bonds will be additionally secured by an irrevocable direct pay Letter of Credit (the "Letter of Credit") issued by RBS Citizens, N.A.



(the "Bank"), held by The Bank of New York, as trustee and tender agent (the "Trustee"). The Letter of Credit provides for payment of an amount not to exceed the principal of and up to 35 days' interest on the Series 2008 Bonds, at a maximum rate of 12% per annum, and the Purchase Price of the Series 2008 Bonds tendered for purchase and not remarketed as described herein. The Letter of Credit will expire on April 23, 2011, unless terminated or extended prior to such date, in accordance with its terms. The College and the Bank will enter into a Reimbursement Agreement, dated as of April 1, 2008 (the "Reimbursement Agreement"), providing for reimbursement to the Bank of amounts drawn under the Letter of Credit. See "PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2008 BONDS – The Letter of Credit."

The Loan Agreement is a general, unsecured obligation of the College and requires the College to pay, in addition to the fees and expenses of the Authority and the Trustee, amounts sufficient to pay, when due, the principal, Sinking Fund Installments, if any, and Redemption Price of and interest on all Bonds issued under the Resolution, including the Series 2008 Bonds. In addition, the Authority's interest in the Loan Agreement will be assigned to the Trustee for the benefit of Bondholders and the Bank.

**The Series 2008 Bonds will not be a debt of the State of New York (the "State") and the State will not be liable on the Series 2008 Bonds. The Authority has no taxing power.**

**Description:** The Series 2008 Bonds will be issued initially as fully registered Variable Interest Rate Bonds and Option Bonds in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof payable at the principal corporate trust office of the Trustee. The Series 2008 Bonds will initially bear interest from their date of delivery at the Weekly Rate. Interest on the Series 2008 Bonds is payable on May 1, 2008 and thereafter on the first Business Day of each month for as long as the Series 2008 Bonds bear interest at the Weekly Rate Mode. **This Official Statement describes the terms of the Series 2008 Bonds only in the Weekly Rate Mode.**

While the Series 2008 Bonds are in the Weekly Rate Mode, the Series 2008 Bonds are subject to optional and mandatory tender for purchase as described herein. RBC Capital Markets Corporation is the remarketing agent for the Series 2008 Bonds (the "Remarketing Agent").

The Series 2008 Bonds will be issued initially under a Book-Entry Only System, registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). Individual purchases of beneficial interests in the Series 2008 Bonds will be made in Book-Entry form (without certificates). So long as DTC or its nominee is the registered owner of the Series 2008 Bonds, payments of the principal, Redemption Price and Purchase Price of and interest on such Series 2008 Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "PART 3 – THE SERIES 2008 BONDS – Book-Entry Only System" herein.

**Mandatory Tender and Redemption.** *The Series 2008 Bonds are subject to mandatory tender and to redemption prior to maturity as more fully described herein.*

**Tax Exemption:** In the opinion of Squire, Sanders & Dempsey L.L.P., Bond Counsel, under existing law, (i) assuming compliance with certain covenants and the accuracy of certain representations, interest on the Series 2008 Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and (ii) interest on the Series 2008 Bonds is exempt from personal income taxes imposed by the State of New York and political subdivisions thereof, including The City of New York and the City of Yonkers. Interest on the Series 2008 Bonds may be subject to certain federal taxes imposed only on certain corporations, including the corporate alternative minimum tax on a portion of that interest. For a more complete discussion of the tax aspects, see "PART 11 – TAX MATTERS" herein.

*The Series 2008 Bonds are offered when, as, and if issued and received by the Underwriter. The offer of the Series 2008 Bonds may be subject to prior sale, or withdrawn or modified at any time without notice. The offer is subject to the approval of legality by Squire, Sanders & Dempsey L.L.P., New York, New York, Bond Counsel, and to certain other conditions. Certain legal matters will be passed upon for the College by its counsel, Bond, Schoeneck & King, PLLC, Syracuse, New York. Certain legal matters will be passed upon for the Underwriter by its counsel, Hiscock & Barclay, LLP, Albany, New York. Certain legal matters will be passed upon for the Bank by its counsel, Windels Marx Lane & Mittendorf, LLP, New York, New York. The Authority expects to deliver the Series 2008 Bonds in definitive form in New York, New York, on or about April 24, 2008.*



*No dealer, broker, salesperson or other person has been authorized by the Authority, the Bank, the College or the Underwriter to give any information or to make any representations with respect to the Series 2008 Bonds, other than the information and representations contained in this Official Statement. If given or made, any such information or representations must not be relied upon as having been authorized by the Authority, the Bank, the College or the Underwriter.*

*This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be a sale of the Series 2008 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.*

*Certain information in this Official Statement has been supplied by the College, the Bank and other sources that the Authority believes are reliable. Neither the Authority nor the Underwriter guarantee the accuracy or completeness of such information, and such information is not to be construed as a representation of the Authority or of the Underwriter.*

*The College has reviewed the parts of this Official Statement describing the College, the Principal and Interest Requirements, the Refunding Plan and the Series 2007 Project, the Estimated Sources and Uses of Funds and Appendix B. As a condition to delivery of the Series 2008 Bonds, the College will certify that as of the date of this Official Statement and of delivery of the Series 2008 Bonds, that such parts do not contain any untrue statements of a material fact and do not omit to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which the statements are made, not misleading. The College makes no representation as to the accuracy or completeness of any other information included in this Official Statement.*

*Other than with respect to information concerning the Bank hereto contained under the caption "PART 1 – INTRODUCTION – The Letter of Credit," "PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2008 BONDS – The Letter of Credit," "– Reduction and Reinstatement of Letter of Credit" and "– The Reimbursement Agreement" and in "PART 4 – THE BANK" herein, none of the information in this Official Statement has been supplied or verified by the Bank, and the Bank makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information; (ii) the validity of the Series 2008 Bonds; or (iii) the tax status of the interest on the Series 2008 Bonds.*

*The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities law, but the Underwriter does not guarantee the accuracy or completeness of such information.*

*References in this Official Statement to the Act, the Resolution, the Series 2008 Resolution, the Bond Series Certificate, the Loan Agreement, the Reimbursement Agreement and the Letter of Credit do not purport to be complete. Refer to the Act, the Resolution, the Series 2008 Resolution, the Bond Series Certificate, the Loan Agreement, the Reimbursement Agreement and the Letter of Credit for full and complete details of their provisions. Copies of the Resolution, the Series 2008 Resolution, the Bond Series Certificate, the Loan Agreement, the Reimbursement Agreement, and the Letter of Credit are on file with the Authority and the Trustee.*

*The order and placement of material in this Official Statement, including its appendices, are not to be deemed a determination of relevance, materiality or importance, and all material in this Official Statement, including its appendices, must be considered in its entirety.*

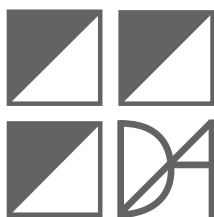
*Under no circumstances will the delivery of this Official Statement or any sale made after its delivery create any implication that the affairs of the Authority or the College have remained unchanged after the date of this Official Statement.*

**IN CONNECTION WITH THE OFFERING OF THE SERIES 2008 BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF THE SERIES 2008 BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.**

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**DORMITORY AUTHORITY – STATE OF NEW YORK**  
**DAVID D. BROWN, IV – EXECUTIVE DIRECTOR**

**515 BROADWAY, ALBANY, N.Y. 12207**  
**GAIL H. GORDON, ESQ. – CHAIR**

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**OFFICIAL STATEMENT RELATING TO**

**\$28,040,000**  
**DORMITORY AUTHORITY OF THE STATE OF NEW YORK**  
**BARNARD COLLEGE**  
**REVENUE BONDS**  
**SERIES 2008**

**PART 1 — INTRODUCTION**

**Purpose of the Official Statement**

The purpose of this Official Statement, including the cover page and appendices, is to provide information about the Authority, the Bank and the College, in connection with the offering by the Authority of \$28,040,000 aggregate principal amount of its Barnard College Revenue Bonds (the “Series 2008 Bonds”).

The following is a brief description of certain information concerning the Series 2008 Bonds, the Authority, the Bank and the College. A more complete description of such information and additional information that may affect decisions to invest in the Series 2008 Bonds is contained throughout this Official Statement, which should be read in its entirety. Certain terms used in this Official Statement are defined in Appendix A hereto.

**Purpose of the Issue**

The Series 2008 Bonds are being issued for the purpose of providing funds which, together with other available moneys, will be used (i) to refund and defease the outstanding Authority’s Barnard College Insured Revenue Bonds, Series 2007B (the “Refunded Bonds”) and (ii) to pay the Costs of Issuance of the Series 2008 Bonds. See “PART 5 — THE REFUNDING PLAN AND THE SERIES 2007 PROJECT” and “PART 6 — ESTIMATED SOURCES AND USES OF FUNDS.”

**Authorization of Issuance**

The Resolution authorizes the issuance of Bonds pursuant to separate Series Resolutions for the benefit of the College. The Series 2008 Bonds will be issued pursuant to the Act, the Resolution, and the Series 2008 Resolution. The Series 2008 Bonds are the first Series of Bonds to be issued under the Resolution. In addition to the Series 2008 Bonds, the Resolution authorizes the issuance of other Series of Bonds (collectively, the “Bonds”) to pay other Costs of one or more Projects, to pay the Costs of Issuance of such Series of Bonds and to refund all or a portion of Outstanding Bonds or other notes or bonds of the Authority issued on behalf of the College. Each Series of Bonds will be separately secured from each other Series of Bonds. There is no limit on the amount of additional Bonds that may be issued under the Resolution, which Bonds may be issued at any time prior to or after the scheduled delivery date of the Series 2008 Bonds. See “PART 3 — THE SERIES 2008 BONDS.”

**The Series 2008 Bonds**

The Series 2008 Bonds will be dated the date of their initial delivery, will bear interest from that date and will mature, subject to prior redemption or tender for purchase as described herein. Commencing on the date of delivery, the Series 2008 Bonds will bear interest in the Weekly Rate Mode as determined by the Remarketing

Agent on or before the date of delivery until the Series 2008 Bonds are converted to a Daily Rate, a Term Rate or a Fixed Rate. All Series 2008 Bonds Outstanding at the time of a conversion are to be converted to the same Rate Mode. See “PART 3 — THE SERIES 2008 BONDS — Description of the Series 2008 Bonds.”

**This Official Statement generally describes the Series 2008 Bonds only in the Weekly Rate Mode.**

Interest on the Series 2008 Bonds while in the Weekly Rate Mode is payable on May 1, 2008 and thereafter on the first Business Day of each month.

The Series 2008 Bonds are subject to mandatory tender on a Conversion Date, the expiration of the Letter of Credit, the delivery of a Substitute Credit Facility and upon an Event of Default under the Reimbursement Agreement (and election by the Bank to effect a mandatory tender in connection therewith). While the Series 2008 Bonds bear interest at the Weekly Rate, Bondholders will have the right to tender the Series 2008 Bonds (or portion thereof under certain circumstances) as described herein. See “PART 3 — THE SERIES 2008 BONDS — Tender of the Series 2008 Bonds.”

**Payment of the Series 2008 Bonds**

The Series 2008 Bonds are special obligations of the Authority payable solely from certain payments to be made by the Bank under the Letter of Credit and, if such amounts are insufficient, the Revenues, which consist of certain payments to be made by the College under the Loan Agreement. The Loan Agreement is a general, unsecured obligation of the College. See “PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2008 BONDS — Payment of the Series 2008 Bonds.”

**Security for the Series 2008 Bonds**

The Series 2008 Bonds will be secured by all funds and accounts established under the Resolutions (with the exception of the Arbitrage Rebate Fund, any fund or account established for the payment of the purchase price of Option Bonds tendered for purchase and the Credit Provider Repayment Fund). See “PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2008 BONDS — Security for the Series 2008 Bonds.”

**The Letter of Credit**

Pursuant to the Reimbursement Agreement, dated as of April 1, 2008, between the College and the Bank (the “Reimbursement Agreement”), the Bank will deliver an irrevocable direct pay letter of credit (the “Letter of Credit”), dated the date of the Series 2008 Bonds, pursuant to which the Bank will be obligated, subject to the terms and conditions of the Letter of Credit, to pay, when due, an amount not to exceed the principal of and up to 35 days interest on the Series 2008 Bonds and the Purchase Price of such Bonds tendered for purchase pursuant to the Resolutions and the Bond Series Certificate but not remarketed. See “PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2008 BONDS — The Letter of Credit.”

While in the Weekly Rate Mode, the Series 2008 Bonds are subject to optional and mandatory tender for purchase as described herein. Pursuant to the Letter of Credit, the Bank will be obligated to purchase Series 2008 Bonds tendered for purchase pursuant to the Bond Series Certificate and not remarketed. The Letter of Credit will expire on April 23, 2011 unless renewed or extended or terminated pursuant thereto. See “PART 2 — SOURCES OF PAYMENT AND SECURITY FOR THE SERIES 2008 BONDS — The Letter of Credit” and “— Reduction and Reinstatement of Letter of Credit.”

**The Refunding Plan**

A portion of the proceeds of the Series 2008 Bonds will be used to refund the Refunded Bonds. Such proceeds and other available moneys will be used to provide for the payment of the principal and the redemption price of and interest on the Refunded Bonds. See “PART 5 — THE REFUNDING PLAN AND THE SERIES 2007 PROJECT.”

## **The College**

The College is an independent, not-for-profit institution of higher education chartered by the Regents of the University of the State of New York. The College is located in New York City in Morningside Heights. See “PART 7 — THE COLLEGE” and “Appendix B — Financial Statements of Barnard College and Independent Auditors’ Report.”

## **The Authority**

The Authority is a public benefit corporation of the State, created for the purpose of financing and constructing a variety of public-purpose facilities for certain educational, healthcare, governmental and not-for-profit institutions. See “PART 8 — THE AUTHORITY.”

### **PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2008 BONDS**

*Set forth below is a narrative description of certain contractual provisions relating to the source of payment of and security for the Series 2008 Bonds. These provisions have been summarized and this description does not purport to be complete. Reference should be made to the Act, the Loan Agreement, the Resolution, the Series 2008 Resolution, the Bond Series Certificate, the Reimbursement Agreement and the Letter of Credit. Copies of the Loan Agreement, the Resolution, the Series 2008 Resolution, the Bond Series Certificate, the Reimbursement Agreement and the Letter of Credit are on file with the Authority and the Trustee. See also “Appendix C — Summary of Certain Provisions of the Loan Agreement,” “Appendix D — Summary of Certain Provisions of the Resolutions and the Bond Series Certificate” and “Appendix E — Summary of Certain Provisions of the Reimbursement Agreement” for a more complete statement of the rights, duties and obligations of the parties thereto.*

#### **Payment of the Series 2008 Bonds**

The Series 2008 Bonds will be special obligations of the Authority payable from proceeds received by the Trustee from drawings under the Letter of Credit and, if such amounts are insufficient, the Revenues.

Payments of principal and interest on the Series 2008 Bonds are expected to be made to the Holders of the Series 2008 Bonds from funds drawn under the Letter of Credit and, in the case of the Purchase Price of Tendered Bonds, from remarketing proceeds or, if remarketing proceeds are insufficient, from funds drawn on the Letter of Credit as described herein.

The Loan Agreement is a general, unsecured obligation of the College. The Loan Agreement obligates the College to make payments to satisfy the principal and Redemption Price of and interest on Outstanding Series 2008 Bonds. Each payment is to be equal to a proportionate share of the interest coming due on the next succeeding interest payment date and of the principal and Sinking Fund Installments coming due on the next succeeding July 1. In addition, for Variable Interest Rate Bonds, the Loan Agreement obligates the College to make payments to satisfy interest on those Bonds 3 days prior to the interest payment date. The Loan Agreement also obligates the College to pay, at least 45 days prior to a redemption date or purchase date of Series 2008 Bonds called for redemption or contracted to be purchased, with certain exceptions, the amount, if any, required to pay the purchase price or Redemption Price of such Bonds. See “PART 3 — THE SERIES 2008 BONDS — Redemption and Purchase in Lieu of Redemption.”

The Authority has directed the College, and the College has agreed, to make such payments directly to the Trustee. Such payments are to be applied by the Trustee to repay the Bank with respect to draws under the Letter of Credit or, if such amounts drawn under the Letter of Credit are insufficient to pay Bondholders, the payment of the principal of and interest on the Series 2008 Bonds.

#### **Security for the Series 2008 Bonds**

The Series 2008 Bonds will be secured by the payments described above to be made under the Letter of Credit, the Revenues and all funds and accounts established under the Resolution (with the exception of the

Arbitrage Rebate Fund, any fund or account established for the payment of the purchase price of Option Bonds tendered for purchase and the Credit Provider Repayment Fund). The Revenues and the right to receive them have been pledged to the Trustee for the benefit of the Bank and the Holders of the Series 2008 Bonds. Each Series of Bonds issued pursuant to the Resolution will be separately secured from each other Series of Bonds. See “Appendix D – Summary of Certain Provisions of the Resolutions and the Bond Series Certificate.”

In addition, in order to secure the obligations of the Authority under the Resolutions and to secure the payment of all amounts due and owing by the Authority to the Holders of the Bonds and in order to secure the obligations of the College to the Bank under the Reimbursement Agreement, the Authority will assign to the Trustee and the Bank all of its right, title and interest in the Loan Agreement (subject to certain reserved rights). As long as the Letter of Credit is in effect and no event has occurred which would limit the Bank’s rights under the Intercreditor Agreement, the Bank shall have the sole right (subject to certain reserved rights) to pursue (or, at its option, to direct the Trustee to pursue to the extent permitted by the Loan Agreement or the Reimbursement Agreement) remedies pursuant to the Loan Agreement or the Reimbursement Agreement.

### **The Letter of Credit**

*The following, in addition to the information provided elsewhere in this Official Statement, summarizes certain provisions of the Letter of Credit. Reference is hereby made to the Letter of Credit for the detailed terms and provisions thereof.*

The Letter of Credit which is issued in connection with the Series 2008 Bonds is irrevocable, and shall be issued in an original stated amount of \$28,362,653.00 (the “Letter of Credit Commitment”), of which \$28,040,000.00 shall be with respect to the principal of the Series 2008 Bonds or the portion of the Purchase Price corresponding to the principal thereof, and \$322,653.00 shall be with respect to 35 days of accrued interest on the Series 2008 Bonds or the portion of the Purchase Price corresponding to interest thereon, calculated at a rate of 12% per annum, based on the actual number of days elapsed in a year of 365 or 366 days, as applicable.

The Letter of Credit shall terminate automatically on the earliest of (i) the payment by the Bank to the Trustee of the final drawing available to be made under the Letter of Credit; (ii) receipt by the Bank of the Letter of Credit and a certificate signed by an officer of the Trustee and an authorized representative of the College stating that no Bonds remain outstanding; (iii) receipt by the Bank of the Letter of Credit and a certificate signed by an officer of the Trustee and an authorized representative of the College stating that a Substitute Credit Facility in substitution for the Letter of Credit has been accepted by the Trustee and is in effect; (iv) the Business Day following the Conversion Date; or (v) April 23, 2011.

### **Reduction and Reinstatement of Letter of Credit**

Drawings may be made under the Letter of Credit in order to pay the principal of and interest on the Series 2008 Bonds when due and the Purchase Price, consisting of the principal amount of and accrued and unpaid interest on the Series 2008 Bonds tendered pursuant to the Resolutions and the Bond Series Certificate, to the extent remarketing proceeds are not available for such purpose (a “Remarketing Drawing”). Multiple drawings may be made under the Letter of Credit, provided that drawings shall not exceed the Letter of Credit Commitment, as the Letter of Credit Commitment may be reduced or reinstated pursuant to the Letter of Credit.

The amount available under the Letter of Credit for the purpose of paying interest on the Series 2008 Bonds (the “Interest Component”) shall be reduced in an amount equal to any draw to pay interest on the Series 2008 Bonds. At the close of business on the day on which payment of a drawing is made for the purpose of paying interest on the Series 2008 Bonds, the Interest Component shall be automatically reinstated by an amount equal to the amount of such drawing (other than a Remarketing Drawing) for the purpose of paying interest on the Series 2008 Bonds.

The amount available under the Letter of Credit for the purpose of paying principal on the Series 2008 Bonds (the “Principal Component”) shall be reduced in an amount equal to any draw to pay principal on (including the purchase price of) the Series 2008 Bonds. The Bank will reinstate amounts drawn under the Letter of Credit pursuant to a Remarketing Drawing, as to the Principal Component and the Interest Component, to the extent that



money is received by the Bank (other than from drawings on the Letter of Credit) from the Trustee reimbursing amounts drawn pertaining to such Remarketing Drawing or upon the Trustee's certification that the Trustee is holding for the Bank's benefit Series 2008 Bonds together with an amount of money equal to or greater than the amount of the principal portion of the Remarketing Drawing.

No drawing under the Letter of Credit shall be honored in an amount exceeding the amount available to be drawn under such Letter of Credit at the time of such drawing, and, pursuant to the Resolutions and the Bond Series Certificate, no drawing shall be made in order to pay the principal of or interest when due on, or the Purchase Price of, the Series 2008 Bonds owned by the College or pledged by the College or an Affiliate of the College pursuant to the Reimbursement Agreement.

### **The Reimbursement Agreement**

The Letter of Credit is being issued pursuant to the Reimbursement Agreement, under which the College will be obligated, among other things, to reimburse the Bank, with interest, for each drawing under the Letter of Credit.

The Reimbursement Agreement establishes various representations, warranties and covenants of the College and establishes various events of default thereunder, see "Appendix E – Summary of Certain Provisions of the Reimbursement Agreement."

The terms of the Reimbursement Agreement and certain related documents may be modified, amended or supplemented by the Bank and the College from time to time without giving notice to or obtaining the consent of the Bondholders. Any amendment, modification or supplement to the Reimbursement Agreement may contain amendments or modifications to the covenants of the College or additional covenants of the College and these amended or modified covenants may be more or less restrictive than those in effect at the date of issuance of the Series 2008 Bonds. See "Appendix E - Summary of Certain Provisions of the Reimbursement Agreement."

### **Substitute Credit Facility**

The Authority may replace the Letter of Credit with a Substitute Credit Facility upon written notice to the Bank, or the College may, at any time, at its option with the prior written consent of the Authority and upon written notice to the Bank, deliver or cause to be delivered to the Trustee a Substitute Credit Facility provided by the College.

The replacement of the Letter of Credit with a Substitute Credit Facility will cause a mandatory tender of all Series 2008 Bonds. In no event shall the Letter of Credit be surrendered to the Bank upon delivery of a Substitute Credit Facility until a drawing to pay the Purchase Price of the Series 2008 Bonds tendered for purchase and not remarketed has been honored by the Bank and the Bank certifies that the College has complied with the requirements of the Letter of Credit and Reimbursement Agreement. No such Substitute Credit Facility shall be or become effective unless it meets the requirements set forth in the Bond Series Certificate.

### **Events of Default and Acceleration**

The following are events of default under the Resolution: (i) with respect to the Series 2008 Bonds, a default by the Authority in the payment of the principal, Sinking Fund Installment or Redemption Price of any Bond; (ii) with respect to the Series 2008 Bonds, a default by the Authority in the payment of interest on any Bond; (iii) with respect to the Series 2008 Bonds, a default by the Authority in the due and punctual performance of any covenant or agreement contained in the Series 2008 Resolution to comply with the provisions of the Code necessary to maintain the exclusion of interest on such Bonds from gross income for purposes of federal income taxation; (iv) with respect to the Series 2008 Bonds, a default by the Authority in the due and punctual performance of any covenants, conditions, agreements or provisions contained in the Bonds or in the Resolutions which continues for 30 days after written notice thereof is given to the Authority by the Trustee (such notice to be given in the Trustee's discretion or at the written request of the Holders of not less than 25% in principal amount of Outstanding Bonds) or if such default is not capable of being cured within 30 days, if the Authority fails to commence within 30 days and diligently prosecute the cure thereof; or (v) with respect to the Series 2008 Bonds, the Authority shall have notified

the Trustee that an “Event of Default,” as defined in the Loan Agreement, has occurred and is continuing and all sums payable by the College under the Loan Agreement have been declared immediately due and payable (unless such declaration shall have been annulled). Unless all sums payable by the College under the Loan Agreement are declared immediately due and payable, an event of default under the Loan Agreement is not an event of default under the Resolution.

The Resolution provides that, if an event of default (other than as described in clause (iii) of the preceding paragraph) occurs and continues, the Trustee may, and upon the written request of Holders of not less than 25% in principal amount of the Outstanding Series 2008 Bonds, shall declare the principal of and interest on all the Outstanding Series 2008 Bonds to be due and payable. At the expiration of 30 days from the giving of such notice, such principal and interest will become due and payable. At any time after the principal of the Series 2008 Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Resolution, the Trustee shall, with the written consent of the Holders of not less than 25% in principal amount of Series 2008 Bonds not yet due by their terms and then Outstanding, by written notice to the Authority, annul such declaration and its consequences under the terms and conditions specified in the Resolution with respect to such annulment.

The Resolution provides that the Trustee is to give notice in accordance with the Resolution of each event of default known to the Trustee to the College and to the Bank within five days, and to the Holders within 30 days, in each case after obtaining knowledge of the occurrence thereof, unless such default has been remedied or cured before the giving of such notice; provided, however, that, except in the case of default in the payment of principal, Sinking Fund Installments or Redemption Price of or interest on any of the Series 2008 Bonds, the Trustee will be protected in withholding such notice thereof to the Holders if the Trustee in good faith determines that the withholding of such notice is in the best interests of the Holders of the Series 2008 Bonds.

#### **Bank Consent Rights**

If no Credit Facility Issuer Default is occurring, the Bank, and not the actual Holders of the Series 2008 Bonds, shall be deemed to be the Holder of the Series 2008 Bonds for the purpose of exercising any right or power, consenting to an amendment, modification or waiver, or requesting or directing the Trustee to take or not to take any action under the Resolutions and the Bond Series Certificate.

#### **Issuance of Additional Bonds**

In addition to the Series 2008 Bonds, the Resolution authorizes the issuance of other Series of Bonds to finance one or more projects and for other specified purposes, including to refund Outstanding Bonds or other notes or bonds of the Authority issued on behalf of the College. The Bonds which may be issued include Capital Appreciation Bonds, Deferred Income Bonds, Option Bonds, Variable Interest Rate Bonds and Fixed Rate Bonds. Each Series of Bonds will be separately secured from each other Series of Bonds. There is no limit on the amount of additional Bonds that may be issued under the Resolution, which Bonds may be issued at any time prior to or after the scheduled delivery date of the Series 2008 Bonds. The Series 2008 Bonds will be the first Series of Bonds issued under the Resolution.

#### **General**

The Series 2008 Bonds will not be a debt of the State and the State will not be liable on the Series 2008 Bonds. The Authority has no taxing power. The Authority has never defaulted in the timely payment of principal of or interest on its bonds or notes. See “PART 8 — THE AUTHORITY.”

### **PART 3 — THE SERIES 2008 BONDS**

*Set forth below is a narrative description of certain provisions relating to the Series 2008 Bonds. These provisions have been summarized and this description does not purport to be complete. Reference should be made to the Resolution and the Loan Agreement, copies of which are on file with the Authority and the Trustee. See also “Appendix C — Summary of Certain Provisions of the Loan Agreement” and “Appendix D — Summary of Certain*

*Provisions of the Resolutions and the Bond Series Certificate” for a more complete description of certain provisions of the Series 2008 Bonds.*

### **Description of the Series 2008 Bonds**

The Series 2008 Bonds will be issued pursuant to the Act, the Resolution, and the Series 2008 Resolution. The Series 2008 Bonds will be dated the date of their initial delivery, and will bear interest at the Weekly Rates established for the Series 2008 Bonds while in the Weekly Rate Mode until such time, if ever, as the Rate Mode for such Series 2008 Bonds is changed, as described herein. All Series 2008 Bonds must bear interest at the same Rate Mode. Under the Bond Series Certificate, the term Weekly Rate Period means a period commencing on a Thursday of a calendar week and extending to and including the next succeeding Wednesday (or earlier Conversion Date). While in the Weekly Rate Mode, interest on the Series 2008 Bonds is payable on May 1, 2008 and the first Business Day of each month thereafter. Interest on Series 2008 Bonds payable during the Weekly Rate Mode shall be computed on the basis of a year of 365 or 366 days, as appropriate, for the actual number of days elapsed.

**As a general matter, this Official Statement describes the terms of the Series 2008 Bonds only in the Weekly Rate Mode.**

The Series 2008 Bonds, when issued, will be registered in the name of and held by Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”). So long as DTC or its nominee, Cede & Co., is the registered owner of the Series 2008 Bonds, payments of the principal, Redemption Price and Purchase Price of and interest on the Series 2008 Bonds will be made by the Trustee directly to Cede & Co. Disbursement of such payments to the Direct Participants (as hereinafter defined) is the responsibility of DTC and disbursement of such payments to the Beneficial Owners (as hereinafter defined) of the Series 2008 Bonds is the responsibility of the Direct Participants and the Indirect Participants (as hereinafter defined). See “—Book-Entry Only System.”

The Series 2008 Bonds will be issued in denominations of \$100,000 or any integral multiples of \$5,000 in excess thereof. The Series 2008 Bonds may be exchanged for other Series 2008 Bonds in any other authorized denominations upon surrender thereof at the corporate trust office of the Trustee, duly executed by the registered owner or his representative.

Interest shall be payable on each Interest Payment Date during the Weekly Rate Mode in immediately available funds payable by check mailed to each registered owner of a Series 2008 Bond on the Record Date immediately preceding such Interest Payment Date to the address thereof as it appears on the registry books of the Authority, or, at the request of a registered owner, by wire transfer to such registered owner at the wire transfer address in the continental United States to which such registered owner has not later than five (5) days prior to the Record Date immediately preceding such Interest Payment Date directed the Trustee to wire such interest payment. Notwithstanding the foregoing, interest payable on any Interest Payment Date during which the Series 2008 Bonds are Book Entry Bonds shall be paid by wire transfer to the Depository for the Series 2008 Bonds or its nominee, at the wire transfer address therefore.

Interest payable on each Interest Payment Date shall be the interest accrued and unpaid to and including the day preceding such Interest Payment Date.

### **Determination of Weekly Rate**

Each Series 2008 Bond in a Weekly Rate Mode (other than a Pledged Bond) will bear interest at the Weekly Rate established for such Series 2008 Bonds. The Weekly Rate is required to be determined by the Remarketing Agent to be the rate of interest that, if borne for such Weekly Rate Period, in the judgment of the Remarketing Agent, having due regard for the prevailing financial market conditions for bonds or other securities the interest on which is excludable from gross income for federal income tax purposes of the same general nature as the Series 2008 Bond and that are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates, would be the lowest interest rate that would enable the Series 2008 Bond to be sold on the first day of the applicable Weekly Rate Period at a price of par, plus accrued interest, if any.

The Remarketing Agent shall make the Weekly Rate available to any Holder, the Trustee, the Tender Agent, the Authority and the Bank requesting the same.

The Remarketing Agent shall determine a Weekly Rate for each Weekly Rate Period by 5:00 p.m., New York City time, on Wednesday of each week, or the next succeeding Business Day if any Wednesday is not a Business Day. If for any reason (i) the Weekly Rate for a Weekly Rate Period is not established as aforesaid, (ii) no Remarketing Agent is serving under the Bond Series Certificate, (iii) the Weekly Rate so established is held to be invalid or unenforceable with respect to a Weekly Rate Period or (iv) pursuant to the Remarketing Agreement the Remarketing Agent is not then required to establish a Weekly Rate, then the Weekly Rate for such Weekly Rate Period shall be the SIFMA Municipal Index on the date such Weekly Rate was to have been determined by the Remarketing Agent.

No Series 2008 Bonds (other than a Pledged Bond) will bear interest at a rate that exceeds the Maximum Rate.

### **Redemption and Purchase in Lieu of Redemption**

The Series 2008 Bonds will be subject to redemption prior to maturity as provided below.

*Optional Redemption.* The Series 2008 Bonds in the Weekly Rate Mode are subject to redemption prior to maturity at the election of the Authority upon the request of the College, in whole or in part, on any Business Day at a Redemption Price equal to 100% of the principal amount of each Series 2008 Bond or portion thereof to be redeemed, plus accrued interest to the redemption date.

*Mandatory Sinking Fund Redemption.* The Series 2008 Bonds shall be subject to redemption, in part, through application of Sinking Fund Installments beginning on July 1, 2009, upon notice given as prescribed in the Resolutions and the Bond Series Certificate, at a Redemption Price equal to 100% of the principal amount of each Series 2008 Bond or portion thereof to be redeemed, plus accrued interest, if any, to the date of redemption. Unless none of the Series 2008 Bonds of a maturity to be so redeemed are then Outstanding and, subject to the provisions of the Series 2008 Resolution permitting amounts to be credited to part or all of any one or more Sinking Fund Installments, there shall be due and the Authority shall be required to pay for the retirement of the Series 2008 Bonds maturing on July 1 of each of the years set forth in the following table, the amount set forth opposite such year:

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**Series 2008 Bonds Maturing July 1, 2037**

<b><u>July 1</u></b>	<b><u>Principal Amount</u></b>
2009	\$ 500,000
2010	525,000
2011	550,000
2012	580,000
2013	605,000
2014	630,000
2015	660,000
2016	695,000
2017	725,000
2018	760,000
2019	790,000
2020	830,000
2021	870,000
2022	910,000
2023	950,000
2024	1,000,000
2025	1,045,000
2026	1,095,000
2027	1,145,000
2028	1,200,000
2029	1,255,000
2030	1,315,000
2031	1,375,000
2032	1,440,000
2033	1,505,000
2034	1,580,000
2035	1,650,000
2036	1,730,000
2037 <sup>†</sup>	125,000

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<sup>†</sup> Final maturity.

*Redemption of Pledged Bonds.* The Series 2008 Bonds that are Pledged Bonds shall be subject to redemption prior to maturity in whole at the option of the Bank at a Redemption Price equal to 100% of the principal amount of the Pledged Bonds or portion thereof to be redeemed at the times and in the principal amounts required by the Reimbursement Agreement. Pledged Bonds are to be redeemed prior to other Series 2008 Bonds.

*Special Redemption.* The Series 2008 Bonds are also subject to redemption prior to maturity, in whole or in part, at 100% of the principal amount thereof plus accrued interest to the date of redemption, at the option of the Authority on any Interest Payment Date, (i) from proceeds of a condemnation or insurance award, which proceeds are not used to repair, restore or replace the Series 2007 Project and are on deposit with the Trustee, and (ii) from moneys on deposit with the Trustee upon the abandonment of all or a portion of the Series 2007 Project due to a legal or regulatory impediment.

*Notice of Redemption.* Each notice of redemption shall be given not less than fifteen (15) days prior to the redemption date. Each notice of redemption of Series 2008 Bonds in the Weekly Rate Mode to be redeemed at the option of the Authority may state, in addition to any other condition, that the redemption is conditioned upon the availability on the redemption date of available moneys sufficient to pay the Redemption Price of the Series 2008 Bonds to be redeemed.

*Purchase In Lieu of Redemption.* Any Series 2008 Bond which is subject to optional redemption may be purchased by the Trustee at the direction of the College with the consent of the Authority. Such Series 2008 Bond

need not be cancelled upon purchase, but may be resold with the same terms or such different terms as may be agreed upon by the College and the purchasers with the consent of the Authority. If the College elects to purchase Series 2008 Bonds, the College shall give written notice to the Authority and the Bank of such election, which notice shall set forth the Bonds to be purchased.

*Selection of Series 2008 Bonds to be Redeemed.* If less than all of the Outstanding Series 2008 Bonds of like maturity are to be redeemed or purchased in lieu of redemption as described herein, Pledged Bonds, if any, shall be redeemed first. Thereafter, the Trustee shall select for redemption Series 2008 Bonds, using such method of selection as it deems proper in its discretion, in accordance with the Resolution.

### **Tender of the Series 2008 Bonds**

*Optional Tender of Book-Entry Bonds.* For so long as a Series 2008 Bond bears interest in a Weekly Rate Mode during which such Series 2008 Bond is a Book-Entry Bond, a Direct Participant, acting on behalf of a Beneficial Owner, shall have the right to tender all or any portion, in an Authorized Denomination, of the principal amount of such Beneficial Owner's interest in any Series 2008 Bond for purchase on any Optional Tender Date, by giving or delivering to the Remarketing Agent and the Tender Agent at their respective principal offices a Tender Notice stating (i) the aggregate principal amount in an Authorized Denomination of each Series 2008 Bond or portion thereof to be purchased, and (ii) that such principal amount of the Series 2008 Bond (in an Authorized Denomination) must be purchased on such Optional Tender Date pursuant to the Bond Series Certificate. Optional Tender Date means any Business Day while the Series 2008 Bonds bear interest in the Weekly Rate Mode.

Such Tender Notice must be delivered in the case of Series 2008 Bonds bearing interest a Weekly Rate, not later than 5:00 P.M., New York City time, on the seventh business day prior to the Optional Tender Date.

Any Tender Notice so given or delivered shall be irrevocable and shall be binding on the Direct Participant, the Beneficial Owner on whose behalf such notice was given and any transferee of such Beneficial Owner. The principal amount of the Series 2008 Bonds for which a Tender Notice has been given or delivered shall be deemed tendered on the Optional Tender Date without presentation or surrender of the Series 2008 Bonds to the Tender Agent. If there is on deposit with the Tender Agent on the Optional Tender Date an amount sufficient to pay the Purchase Price of the aggregate principal amount of Series 2008 Bonds to be tendered on such Optional Tender Date pursuant to a Tender Notice given pursuant to this paragraph, ownership of such aggregate principal amount of Series 2008 Bonds shall be recorded in the records of DTC as transferred to the Remarketing Agent.

*Mandatory Tenders.* The Series 2008 Bonds in the Weekly Rate Mode are subject to mandatory tender and purchase at the Purchase Price on the following dates:

- (i) on each Conversion Date;
- (ii) on a date that is not less than three Business Days prior to the Expiration Date of the Letter of Credit, which Letter of Credit will be drawn upon to pay the Purchase Price of Tendered Bonds (or if such day is not a Business Day, on the immediately preceding Business Day), unless such Letter of Credit has been extended at least 20 days prior to such expiration date;
- (iii) on the effective date of a Substitute Credit Facility delivered with respect to a Series 2008 Bond (or if such day is not a Business Day, on the immediately preceding Business Day); provided, however, the Letter of Credit shall be drawn upon to pay the Purchase Price of Tendered Bonds that have not been remarketed; and
- (iv) on the date specified in a notice delivered by the Bank or its agent to the Trustee, the Remarketing Agent and the Authority stating that:
  - (A) an Event of Default has occurred under the Reimbursement Agreement or there has not been a reinstatement of a draw on the Letter of Credit (other than a draw relating to a permanent reduction of the stated amount of the Letter of Credit),

(B) the Bank has elected to require a mandatory tender of the Series 2008 Bonds as provided in the Reimbursement Agreement, and

(C) the mandatory tender will occur on a date set forth in the notice, which may not be less than two Business Days after the receipt by the Trustee, the Remarketing Agent and the Authority of such notice.

*Notices of Mandatory Tenders.* The Tender Agent will give notice of the mandatory tender to the Remarketing Agent and the Depository:

(i) when the Series 2008 Bonds are to be tendered for purchase on Conversion to a new Rate Mode, not more than three Business Days after the Conversion Notice is received;

(ii) when Series 2008 Bonds are to be tendered for purchase on the Expiration Date of Letter of Credit or in connection with the delivery of a Substitute Credit Facility, not less than five Business Days prior to the earlier of the Expiration Date of the Letter of Credit or the effective date of the Substitute Credit Facility; and

(iii) when Series 2008 Bonds are to be tendered for purchase at the direction of the Bank, not less than one Business Day prior to the date of the mandatory tender specified by the Bank.

If the Series 2008 Bonds are not held by a Depository, notices will be sent by first class mail to the Holder of the Series 2008 Bonds.

*Tendered and Deemed Tendered Bonds.* If a Bondholder fails to deliver to the Tender Agent, on or before the applicable Tender Date, all or any portion of a Series 2008 Bond subject to mandatory tender for purchase or any Series 2008 Bond, other than a Book Entry Bond, for which an election to tender has been duly made, such Series 2008 Bond (or portion thereof in an Authorized Denomination) shall be deemed to have been properly tendered to the Tender Agent. To the extent that there is on deposit with the Tender Agent on the purchase date thereof an amount sufficient to pay the Purchase Price of the Tendered Bonds, such Tendered Bonds will cease to constitute or represent a right to payment of principal or interest thereon and will constitute and represent only the right to the payment of the Purchase Price payable on such date. The foregoing shall not limit the right of any person who on a Record Date is the Holder of a Series 2008 Bond to receipt of interest, if any, due thereon on the date such Series 2008 Bond is required to be purchased.

*Purchase of Tendered Bonds.* On each Tender Date the Tendered Bonds shall be purchased (but solely from Available Moneys) at the applicable Purchase Price, which will be paid by 3:00 P.M., New York City time, on the Tender Date. The Purchase Price for the Tendered Bonds shall be paid by the Tender Agent from and in following order of priority: the proceeds of remarketing of the Tendered Bonds; amounts drawn on the Letter of Credit or certain other Available Moneys, if any, under the Bond Series Certificate. No Tendered Bond so purchased with moneys made available by the Bank shall cease to be Outstanding solely by reason of the purchase thereof.

*Remarketing of Series 2008 Bonds.* Upon receipt of any notice given pursuant to the Bond Series Certificate that any Series 2008 Bonds will be or are required to be tendered for purchase, the Remarketing Agent shall use its best efforts to remarket such Tendered Bond on its Tender Date at a price equal to the Purchase Price.

Notwithstanding any other provision of the Series 2008 Resolution or the Bond Series Certificate to the contrary, so long as any Series 2008 Bond is registered in the name of Cede & Co, as nominee of DTC, all payments with respect to principal of, interest, Purchase Price and premium, if any, and all deliveries to be made and all notices to be delivered with respect to such Series 2008 Bonds shall be made and given, respectively, pursuant to DTC's rules and procedures.

*Limitations on Remarketings.* Remarketing of the Series 2008 Bonds is subject to the following limitations:

(i) The Remarketing Agent shall not, during any period during which the Letter of Credit is in effect, remarket Tendered Bonds if:

(A) upon such remarketing the amount available to be drawn under the Letter of Credit for the payment of the principal or Purchase Price of the Outstanding Series 2008 Bonds is less than the principal of such Series 2008 Bonds that are not Pledged Bonds, or an amount available to be drawn under the Letter of Credit for payment of the interest on such Outstanding Series 2008 Bonds, is less than the minimum amount required to be available under Credit Facilities in accordance with the Bond Series Certificate;

(B) the Credit Facility then in effect will expire or terminate within 20 days after the Tender Date of the Tendered Bonds, unless and until the Letter of Credit has been extended or a Substitute Credit Facility has been delivered to the Tender Agent; or

(C) the Tendered Bonds were tendered pursuant to a mandatory tender required by the Bank following an Event of Default under the Reimbursement Agreement.

(ii) No Tendered Bonds shall be remarketed by the Remarketing Agent for purchase by the Authority or the College, unless there has been delivered to the Trustee an opinion of Bond Counsel to the effect that payment of the Purchase Price of Tendered Bonds from moneys paid by or on behalf of the Authority or the College for the purchase of such Tendered Bonds will not constitute a voidable preference under Section 547 of the United States Bankruptcy Code in a proceeding commenced by or against the Authority or the College thereunder.

(iii) The Remarketing Agent is required to use its best efforts to remarket the tendered Series 2008 Bonds for which it serves as Remarketing Agent. However, the Remarketing Agent is not required to remarket any tendered Series 2008 Bonds under certain circumstances, including if the Remarketing Agent has actual knowledge that an event of default with respect to the Series 2008 Bonds has occurred and is continuing under the Resolutions or the Loan Agreement. In addition, the Remarketing Agreement provides that the Remarketing Agent is not required to remarket any tendered Series 2008 Bonds if (a) the Remarketing Agent determines that any applicable disclosure document or continuing disclosure undertaking required in connection with the remarketing of the Series 2008 Bonds is either unavailable or not adequate, (b) the Remarketing Agent has received an opinion of Bond Counsel that the exclusion from gross income of interest on the Series 2008 Bonds for federal income tax purposes, or the exemption from registration under the Securities Act of 1933, or the exemption from qualification of the Resolutions under the Trust Indenture Act of 1939 can be challenged, or (c) each of the Resolutions, the Bond Series Certificate and the Loan Agreement shall not be in full force and effect or shall have been amended, modified or supplemented in any way which would materially and adversely affect the remarketing of Series 2008 Bonds, except as may have been agreed to in writing by the Remarketing Agent. In addition, the Authority, with the consent of the College so long as no event of default has occurred and is continuing under the Loan Agreement, or the College with the consent of the Authority may direct the Remarketing Agent to discontinue or suspend the remarketing of Series 2008 Bonds.

### **Conversion to Other Rate Modes**

The Authority, at the direction of the College, may, from time to time, by written direction to the Remarketing Agent, the Trustee, the Tender Agent, the Bank, and each Rating Service maintaining a rating on the Series 2008 Bonds, elect that all (but not less than all) of the Series 2008 Bonds be converted from the Weekly Rate Mode to a Daily Rate Mode, a Term Rate Mode or a Fixed Rate Mode. Upon such direction, the Authority shall, not less than 15 days prior to any Conversion Date, deliver a written notice specifying (A) the Conversion Date, (B) the Rate Mode that will be effective upon such Conversion, (C) if the Conversion is to a Term Rate Mode, the Term Rate Period, and (D) the ratings expected to be effective on the Series 2008 Bonds after such Conversion. At the time of a conversion from the Weekly Rate Mode to a different Rate Mode, the Series 2008 Bonds are subject to mandatory tender for purchase at the Purchase Price as described herein. See “Appendix D – Summary of Certain Provisions of the Resolutions and the Bond Series Certificate.”



The Bond Series Certificate provides that no conversion of a Rate Mode will occur thereunder unless (i) on the Conversion Date no event of default under the Resolution has occurred and is continuing, (ii) the Authority receives an opinion from Bond Counsel with respect to the proposed conversion, and (iii) such other requirements as are set forth in the Bond Series Certificate.

In the event the requirements described in the preceding sentence are not met, or the Remarketing Agent notifies the Trustee, the Authority, the College and the Bank, that the Series 2008 Bonds to be converted cannot be remarketed, or the Authority notifies the Remarketing Agent, the Bank and the Trustee in writing that it does not want the Series 2008 Bonds to be converted to a new Rate Mode, the succeeding Rate Mode shall be the Weekly Rate Mode and the Rate thereon shall be calculated without regard to the proposed conversion.

All Series 2008 Bonds to be converted to a different Rate Mode are required to be converted in whole to the same Rate Mode.

### **The Remarketing Agent**

The Authority has appointed RBC Capital Markets Corporation, as the Remarketing Agent for the Series 2008 Bonds. In accordance with the Resolutions, the Bond Series Certificate and the Remarketing Agreement, the Remarketing Agent will use its best efforts to find purchasers for tendered Bonds. The Remarketing Agent can be contacted at 677 Broadway, Suite 305, Albany, New York 12207.

### **Amendments to the Bond Series Certificate**

The provisions of the Bond Series Certificate may be amended in any way without the consent of the Holders of the Series 2008 Bonds, but with the consent of the Bank: (i) on any Mandatory Tender Date; and (ii) at any time during the Weekly Rate Mode provided that notice of such amendment is given by first class mail to each Holder of Series 2008 Bonds at least 30 days prior to the effective date of such amendment.

### **Special Considerations Relating to the Series 2008 Bonds Bearing Interest at a Weekly Rate**

***The Remarketing Agent Is Paid by the College.*** The Remarketing Agent's responsibilities include determining the interest rate from time to time and using best efforts to remarket Series 2008 Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the Remarketing Agreement and the Bond Series Certificate), as further described in this Official Statement. The Remarketing Agent is appointed by the Authority and is paid by the College for its services. As a result, the interests of the Remarketing Agent may differ from those of existing Bondholders and potential purchasers of Series 2008 Bonds.

***The Remarketing Agent Routinely Purchases Series 2008 Bonds for Its Own Account.*** The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, routinely purchases such obligations for its own account. The Remarketing Agent is permitted, but not obligated, to purchase tendered Series 2008 Bonds for its own account and, in its sole discretion, routinely acquires such tendered Series 2008 Bonds in order to achieve a successful remarketing of the Series 2008 Bonds (*i.e.*, because there otherwise are not enough buyers to purchase the Series 2008 Bonds) or for other reasons. However, the Remarketing Agent is not obligated to purchase Series 2008 Bonds, and may cease doing so at any time without notice. The Remarketing Agent may also make a market in the Series 2008 Bonds by routinely purchasing and selling Series 2008 Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agent is not required to make a market in the Series 2008 Bonds. The Remarketing Agent may also sell any Series 2008 Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Series 2008 Bonds. The purchase of Series 2008 Bonds by the Remarketing Agent may create the appearance that there is greater third party demand for the Series 2008 Bonds in the market than is actually the case. The practices described above also may result in fewer Series 2008 Bonds being tendered in a remarketing.

***Bonds May Be Offered at Different Prices on Any Date Including a Rate Determination Date.*** Pursuant to the Remarketing Agreement, the Remarketing Agent is required to use its best efforts to determine the applicable rate of interest that, in its judgment, is the lowest rate that would permit the sale of the Series 2008 Bonds bearing

interest at the applicable interest rate at par plus accrued interest, if any, on and as of the applicable Reset Date. The interest rate will reflect, among other factors, the level of market demand for the Series 2008 Bonds (including whether the Remarketing Agent is willing to purchase Bonds for its own account). There may or may not be Series 2008 Bonds tendered and remarketed on a Reset Date, the Remarketing Agent may or may not be able to remarket any Series 2008 Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Series 2008 Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for all of the Series 2008 Bonds at the remarketing price. In the event the Remarketing Agent owns any Series 2008 Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Series 2008 Bonds on any date, including the Reset Date, at a discount to par to some investors.

***The Ability to Sell the Series 2008 Bonds Other Than through Tender Process May Be Limited.*** The Remarketing Agent may buy and sell Series 2008 Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice and may require Holders that wish to tender their Series 2008 Bonds to do so through the Tender Agent with appropriate notice. Thus, investors who purchase the Series 2008 Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Series 2008 Bonds other than by tendering the Series 2008 Bonds in accordance with the tender process.

***Under Certain Circumstances, the Remarketing Agent May be Removed, Resign or Cease Remarketing the Series 2008 Bonds, Without a Successor Being Named.*** Under certain circumstances the Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the Remarketing Agreement and the Bond Series Certificate. In the event there is no Remarketing Agent, the Trustee may assume such duties as described in the Resolutions and the Bond Series Certificate, which are limited to accepting notices of tender.

### **Book-Entry Only System**

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2008 Bonds. The Series 2008 Bonds will be issued as fully-registered securities 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 Series 2008 Bond certificate will be issued for each maturity of the Series 2008 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC 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 Standard & Poor’s highest rating: AAA. 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](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of Series 2008 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2008 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2008 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 Series 2008 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 the Series 2008 Bonds, except in the event that use of the book-entry system for the Series 2008 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2008 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 Series 2008 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2008 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2008 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.

Redemption notices shall be sent to DTC. If less than all of the Series 2008 Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2008 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 the Series 2008 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption premium, if any, and interest payments on the Series 2008 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 Trustee on the 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 Trustee, the Bank or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption premium, if any, and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, 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.

A Beneficial Owner shall give notice to elect to have its Series 2008 Bond tendered for purchase, through its Participant, to the Tender Agent and the Remarketing Agent, and shall effect delivery of such Series 2008 Bond by causing the Direct Participant to transfer the Participant's interest in the Series 2008 Bond, on DTC's records, to the Tender Agent. The requirement for physical delivery of Series 2008 Bonds in accordance with an optional tender for purchase will be deemed satisfied when the ownership rights in the Series 2008 Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Series 2008 Bonds to the Tender Agent's DTC account.

The Authority and the Trustee may treat DTC (or its nominee) as the sole and exclusive registered owner of the Series 2008 Bonds registered in its name for the purposes of payment of the principal and redemption premium, if any, of, or interest on, the Series 2008 Bonds, giving any notice permitted or required to be given to registered owners under the Resolution, registering the transfer of the Series 2008 Bonds, or other action to be taken by registered owners and for all other purposes whatsoever. The Authority and the Trustee shall not have any

responsibility or obligation to any Direct or Indirect Participant, any person claiming a beneficial ownership interest in the Series 2008 Bonds under or through DTC or any Direct or Indirect Participant, or any other person which is not shown on the registration books of the Authority (kept by the Trustee) as being a registered owner, with respect to the accuracy of any records maintained by DTC or any Direct or Indirect Participant; the payment by DTC or any Direct or Indirect Participant of any amount in respect of the principal, redemption premium, if any, or interest on the Series 2008 Bonds; any notice which is permitted or required to be given to registered owners thereunder or under the conditions to transfers or exchanges adopted by the Authority; or other action taken by DTC as registered owner. Interest, redemption premium, if any, and principal will be paid by the Trustee to DTC, or its nominee. Disbursement of such payments to the Direct or Indirect Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the Direct or Indirect Participants.

DTC may discontinue providing its service as depository with respect to the Series 2008 Bonds at any time by giving reasonable notice to the Authority and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, the Series 2008 Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the Series 2008 Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that Authority believes to be reliable, but the Authority takes no responsibility for the accuracy thereof.

Each person for whom a Participant acquires an interest in the Series 2008 Bonds, as nominee, may desire to make arrangements with such Participant to receive a credit balance in the records of such Participant, and may desire to make arrangements with such Participant to have all notices of redemption or other communications of DTC, which may affect such persons, to be forwarded in writing by such Participant and to have notification made of all interest payments. **NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE SERIES 2008 BONDS.**

So long as Cede & Co. is the registered owner of the Series 2008 Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the Series 2008 Bonds (other than under the caption "PART 11 — TAX MATTERS" herein) shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of the Series 2008 Bonds.

When reference is made to any action which is required or permitted to be taken by the Beneficial Owners, such reference only relates to those permitted to act (by statute, regulation or otherwise) on behalf of such Beneficial Owners for such purposes. When notices are given, they will be sent by the Trustee to DTC only.

For every transfer and exchange of Series 2008 Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

The Authority, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series 2008 Bonds if the Authority determines that (i) DTC is unable to discharge its responsibilities with respect to the Series 2008 Bonds. or (ii) a continuation of the requirement that all of the Outstanding Bonds be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interests of the Beneficial Owners. In the event that no substitute securities depository is found by the Authority or restricted registration is no longer in effect, Series 2008 Bond certificates will be delivered as described in the Resolutions and the Bond Series Certificate.

**NEITHER THE AUTHORITY NOR THE BANK NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT, (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE SERIES 2008 BONDS UNDER THE RESOLUTIONS; (III) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT**

PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2008 BONDS; (IV) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE SERIES 2008 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE SERIES 2008 BONDS; OR (VI) ANY OTHER MATTER.

### Principal and Interest Requirements

The following table sets forth the amounts, after giving effect to the issuance of the Series 2008 Bonds, required to be paid by the College during each twelve month period ending June 30 of the years shown for the payment of the principal of and interest on the Series 2008 Bonds, other indebtedness of the Authority issued on behalf of the College, and the total thereof.

<b>Series 2008 Bonds</b>					
<b>12-Month Period Ending June 30</b>	<b>Principal Payments</b>	<b>Interest Payments<sup>1</sup></b>	<b>Total Debt Service on the Series 2008 Bonds<sup>1</sup></b>	<b>Total Debt Service on the Outstanding Bonds<sup>2</sup></b>	<b>Total Debt Service<sup>1,2</sup></b>
2008	-	\$ 208,385	\$ 208,385	\$4,522,265	\$4,730,650
2009	\$ 500,000	1,119,795	1,619,795	5,188,850	6,808,645
2010	525,000	1,101,600	1,626,600	5,633,850	7,260,450
2011	550,000	1,080,600	1,630,600	5,640,375	7,270,975
2012	580,000	1,060,304	1,640,304	5,632,625	7,272,929
2013	605,000	1,033,734	1,638,734	5,330,575	6,969,309
2014	630,000	1,011,200	1,641,200	5,335,525	6,976,725
2015	660,000	986,000	1,646,000	5,336,731	6,982,731
2016	695,000	961,144	1,656,144	5,332,431	6,988,575
2017	725,000	930,300	1,655,300	5,331,619	6,986,919
2018	760,000	902,800	1,662,800	5,335,681	6,998,481
2019	790,000	872,400	1,662,400	5,332,081	6,994,481
2020	830,000	842,153	1,672,153	5,330,669	7,002,822
2021	870,000	806,300	1,676,300	5,336,919	7,013,219
2022	910,000	772,800	1,682,800	5,336,169	7,018,969
2023	950,000	736,400	1,686,400	5,328,419	7,014,819
2024	1,000,000	699,524	1,699,524	5,333,669	7,033,193
2025	1,045,000	657,340	1,702,340	5,330,950	7,033,290
2026	1,095,000	616,600	1,711,600	5,333,900	7,045,500
2027	1,145,000	572,800	1,717,800	3,513,100	5,230,900
2028	1,200,000	527,848	1,727,848	3,514,300	5,242,148
2029	1,255,000	478,229	1,733,229	3,510,525	5,243,754
2030	1,315,000	428,800	1,743,800	3,516,775	5,260,575
2031	1,375,000	376,200	1,751,200	3,513,925	5,265,125
2032	1,440,000	321,717	1,761,717	3,510,238	5,271,955
2033	1,505,000	263,176	1,768,176	3,515,463	5,283,639
2034	1,580,000	203,400	1,783,400	3,513,875	5,297,275
2035	1,650,000	140,200	1,790,200	3,515,463	5,305,663
2036	1,730,000	74,319	1,804,319	1,719,750	3,524,069
2037	125,000	4,992	129,992	1,716,750	1,846,742

<sup>1</sup> Interest on the Series 2008 Bonds is calculated on the basis of an assumed interest rate of 4.00% per annum.

<sup>2</sup> Debt Service on the Refunded Bonds is not included.

## PART 4 — THE BANK

*The following information has been provided by the Bank (at times referred to hereinafter as “RBS Citizens, N.A.”) for use in this Official Statement. Such information is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Authority, the College, the Underwriter or the Remarketing Agent. This information has not been independently verified by the Authority, the College, the Underwriter or the Remarketing Agent. No representation is made by the Authority, the College, the Underwriter, or the Remarketing Agent as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.*

### **The Bank**

The Bank is a national banking association with its main office in Providence, Rhode Island. Except for directors’ qualifying shares, the Bank is a wholly-owned subsidiary of Citizens Financial Group, Inc. (“Citizens”). Citizens is also the parent holding company for Citizens Bank of Pennsylvania and numerous other non-bank entities, and is owned by The Royal Bank of Scotland Group plc (“RBS”). RBS acquired Citizens in 1988.

The Bank was chartered in May 2005 under the name “Citizens Bank, National Association”. The Bank’s name changed from “Citizens Bank, National Association” to “RBS Citizens, National Association” in connection with the mergers of each of the following Citizens subsidiaries — Charter One Bank, National Association, RBS National Bank, Citizens Bank of Massachusetts, Citizens Bank of Connecticut, Citizens Bank New Hampshire, Citizens Bank of Rhode Island, and Citizens Bank (Delaware) — with and into Citizens Bank, National Association. Citizens Bank, National Association survived these mergers under its charter and with the new title of RBS Citizens, National Association. These mergers (as well as the name change) were effective as of September 1, 2007.

The Bank offers a wide range of retail and commercial banking services. Its loan portfolio is divided between commercial loans, including leases and commercial real estate loans, and consumer loans, including residential real estate mortgage loans. The Bank does business through its divisions, including Citizens Bank, Charter One, CCO Mortgage and RBS Card Services.

The Bank is subject to supervision and examination by the Office of the Comptroller of the Currency. It is also subject to requirements and restrictions under federal and state law, including requirements to maintain reserves against deposits, restrictions on the types and amounts of loans that may be granted and the interest that may be charged thereon, and limitations on the types of investments that may be made and the types of services that may be offered. Various consumer laws and regulations also affect the Bank’s operations.

The Letter of Credit is an obligation of the Bank, and is not an obligation of Citizens, RBS or any of their other subsidiaries or affiliates.

Citizens is a Providence-based commercial bank holding company. As of December 31, 2007, Citizens had \$160.3 billion in assets, total equity capital of \$22.4 billion, total deposits of \$102.4 billion, total loans and leases before allowance for loan losses of \$111.8 billion (\$110.8 billion net of allowance) and 22,671 full time equivalent employees.

Based on the annual Summary of Deposits report for June 30, 2007, the Bank had 1,262 branches. As of December 31, 2007 the Bank had total assets of \$128.9 billion, total deposits of \$77.5 billion, total loans and leases before allowance for loan losses of \$92.3 billion (\$91.5 billion net of allowance), and total equity capital of \$17.9 billion.

The foregoing summary information is provided for convenience purposes only. Important additional information with respect to Citizens and the Bank is contained in the publicly available portions of the Bank’s Consolidated Reports of Condition and Income for a Bank with Domestic and Foreign Offices - FFIEC 031, as submitted to the Federal Deposit Insurance Corporation.

Except as set forth in this Section, neither the Bank nor its affiliates make any representations as to the contents of this Official Statement, the suitability of the security instruments for any investor, the feasibility or performance of any project or compliance with any securities or tax laws and regulations.

**PART 5 — THE REFUNDING PLAN AND THE SERIES 2007 PROJECT**

A portion of the Proceeds of the Series 2008 Bonds and other available funds will be used to refund the Refunded Bonds. Upon issuance of the Series 2008 Bonds, such moneys are expected to provide moneys sufficient to pay the principal and the redemption price of the Refunded Bonds and the interest on such Refunded Bonds to the date fixed for redemption.

Such moneys will be deposited with the trustee for the Refunded Bonds (the “Prior Trustee”) upon the issuance and delivery of the Series 2008 Bonds and will be held in trust solely for the payment of the redemption price of and interest on the Refunded Bonds. At the time of such deposit the Authority will give the Prior Trustee irrevocable instructions to give notice of the redemption of the Refunded Bonds and to apply those moneys to the payment of the redemption price of and interest on the Refunded Bonds. In the opinion of Bond Counsel, upon making such deposits with the Prior Trustee and the issuance of certain irrevocable instructions to such trustee, the Refunded Bonds will, under the terms of the resolution under which they were issued, be deemed to have been paid and will no longer be outstanding and the pledge of the revenues or other moneys and securities pledged to the Refunded Bonds and all other rights granted by such resolution to the Refunded Bonds shall be discharged and satisfied.

The proceeds of the Refunded Bonds were used to finance a portion of the cost (i) the “Nexus Project”, consisting of the demolition of an existing facility (McIntosh Hall) and construction of a new, approximately 100,000 gross square foot multi-purpose facility to be located at 3023 Broadway, to include a theatre with seating for approximately 100, special event space for seating approximately 500, a central reading room, computer technology center, student services offices, club space, student union, classrooms, food services venues and academic departments; and (ii) campus-wide renovation and maintenance projects at various buildings (together with the Nexus Project, the “Series 2007 Project”). All of the proceeds of the Refunded Bonds have not been spent in connection with the Series 2007 Project.

**PART 6 — ESTIMATED SOURCES AND USES OF FUNDS**

The estimated sources and uses of funds are as follows:

**Sources of Funds**

Principal Amount of Series 2008 Bonds .....	\$ 28,040,000.00
College Equity Contribution .....	5,000,000.00
Refunded Bonds Debt Service Fund .....	<u>506,697.90</u>
Total Sources .....	<u>\$ 33,546,697.90</u>

**Uses of Funds**

Deposit to the Refunding Escrow .....	\$ 32,848,829.51
Costs of Issuance <sup>1</sup> .....	576,737.87
Underwriter’s Discount .....	<u>121,130.52</u>
Total Uses .....	<u>\$ 33,546,697.90</u>

<sup>1</sup> Includes legal, consulting and security fees, letter of credit fees, state bond issuance charge and associated costs relating to the Series 2008 Bonds.

## **PART 7 — THE COLLEGE**

### **GENERAL INFORMATION**

#### **History of the College**

Founded in 1889 in New York City, Barnard College is an independent, undergraduate, liberal arts college for women affiliated with Columbia University. Barnard College was among the pioneers in the late 19th-century crusade to make higher education available to young women. The College grew out of the idea, first proposed by Columbia University's tenth president, Frederick A.P. Barnard, that women have an opportunity for higher education at Columbia. The idea, initially ignored, led to the creation of a "Collegiate Course for Women." Although highly qualified women were authorized to follow a prescribed course of study leading ultimately to Columbia University degrees, no provision was made for where and how they were to pursue their studies. It was six years before Columbia's trustees agreed to the establishment of an affiliated college for women. A provisional charter was secured and Barnard College was named in honor of its most persistent advocate. In October 1889, the first Barnard class met in a rented brownstone house at 343 Madison Avenue. Fourteen students enrolled in the School of Arts and 22 "specials," lacking the entrance requirements in Greek, enrolled in Science. There was a faculty of six.

Nine years later, Barnard moved to its present site on Morningside Heights. In 1900, Barnard was included in the educational system of Columbia University with provisions unique among women's colleges; it was governed by its own Trustees, Faculty, and Dean, and was responsible for its own endowment and facilities, while sharing instruction, the library, and the degree of the University.

From its original 14 students, enrollment has grown to over 2,300, with over 30,000 Barnard students awarded degrees since 1893. Barnard's faculty of 325 men and women are teacher-scholars whose paramount concern is the education of undergraduate students and whose professional achievements bring added vitality to the classroom. Barnard's liberal arts curriculum includes a series of general education requirements. Classes vary in size. Those in which student participation is important are small. There are opportunities for independent work and students may be invited to work on research projects with faculty members.

Barnard College and Columbia University have had a continuing affiliation for over one hundred and fifteen years. The current affiliation agreement between the Colleges was executed in 2007 and has a fifteen-year term. The agreement may be terminated by either party on or after June 30, 2018 on one year's notice. Barnard stands as an independent college for women with its own curriculum, faculty, admissions standards, graduation requirements, trustees, endowment, and physical plant. Under the terms of the affiliation agreement, Barnard and Columbia share resources, thereby giving students open access to the courses, facilities, and libraries of both schools. Barnard students may participate in intercollegiate athletics on any of Columbia's women's teams. Barnard and Columbia students also share in a variety of extracurricular and social activities.

From its inception, Barnard has had as its primary commitment the academic, personal, and professional success of women. Sixty percent of the full-time faculty are women, and women are well represented in the administration. Barnard's unique relationship with Columbia - as well as its ties to several of Columbia's graduate schools and its programs with premier New York City institutions, including the Juilliard School, the Manhattan School of Music, the Jewish Theological Seminary of America, and Teachers College - gives students a unique range of educational options. Academic organizations within and beyond the University offer opportunities for research, study, studio experience, career internships, and community service. Barnard students also enjoy leaves for study, travel, and internships. Every year Barnard admits about 75 transfer students, who come to take advantage of the educational opportunities available to Barnard women.



## Governance

Barnard is governed by a self-perpetuating Board of Trustees of not more than 40 members. The officers and current members of the Board of Trustees are as follows:

Rosa Alonso '82	Constance Kruger '53 (Trustee Emerita)	Zahava B. Strauss '77
Hilda Applbaum '82	Linda Fayne Levinson '62	Diana T. Vagelos '55 (Vice Chair)
Lee C. Bollinger (Ex-Officio) President, Columbia University	Ronald D. Liebowitz	Nancy K. Wong '62
Jolyne Caruso-Fitzgerald '81	Eugene R. McGrath (Trustee Emeritus)	Virginia B. Wright '51 (Trustee Emerita)
Hon. Miriam Cedarbaum '50 (Trustee Emerita)	Cheryl Glicker Milstein '82	<b><u>Officers of the College</u></b> Judith Shapiro President of the College
Lois G. Champy '67	Myra H. Monfort '60	Elizabeth S. Boylan Provost & Dean of the Faculty
Lisa Phillips Davis '76	Eileen Lee Moy '73	Gregory N. Brown VP for Finance and Planning
James M. Dow	Patricia H. Nadosy '68 (Trustee Emerita)	Dorothy S. Denburg Dean of the College
Scott C. Evans	Jeanine Plottel '54	Michael S. Feierman General Counsel
Karen M. Fleiss '68	Anna Quindlen '74 (Chair)	Cameran Mason VP for Institutional Advancement
Joan Freilich '63	Mary Louise Reid '46 (Trustee Emerita)	Lisa Gamsu VP for Administration & Capital Planning
John Furth (Trustee Emeritus)	William R. Reid	
Patricia F. Green '62 (Trustee Emerita)	Gayle F. Robinson '75 (Trustee Emerita)	
Laird Grant Goody '67	Beth Seidenberg '79	
Janet Williams Helman '56	Judith Shapiro (Ex-Officio) President, Barnard College	
Gedale B. Horowitz (Vice Chair)	Cynthia Stivers '78	
Helene L. Kaplan '53 (Chair Emerita and Trustee Emerita)	Maureen Strafford '71	

### **Faculty Representatives to the Board of Trustees**

Lisa Gordis  
Lisa K. Son

### **Student Representatives to the Board of Trustees**

Mai Eldib '08  
Deborah Ma '09

## Administration

The President of the College is appointed by the Board of Trustees and, as chief executive officer, is principally responsible for the administration of the College. All other principal executive officers of the College

are nominated by the President and appointed by the Board of Trustees. The principal executive officers of the College are as follows:

**Judith R. Shapiro, President.** Judith Shapiro is a highly respected cultural anthropologist who has been president of Barnard College since 1994. She graduated magna cum laude from Brandeis University and received her Ph.D. in anthropology from Columbia University. She went on to become the first woman appointed to the Department of Anthropology at the University of Chicago, and continued her teaching career at Bryn Mawr, eventually becoming Provost of the College. She has been President of the American Ethnological Society, a Fellow at the Center for Advanced Study in Behavioral Sciences and a Fellow of the American Council of Learned Societies. She is currently a member of the American Philosophical Society, The Council on Foreign Relations, and the New York City Partnership and Chamber of Commerce. President Shapiro was a contributor to the *Newsweek* cover feature “How Women Lead” and her views on women’s education and women in leadership are frequently solicited by leading publications, including the *New York Times* and the *Chronicle of Higher Education*. Dr. Shapiro will be stepping down from her role as president at the end of the 2007-08 academic year.

**Debora L. Spar, President-elect.** The Barnard College Board of Trustees has unanimously approved the appointment of Debora L. Spar as the president of Barnard College effective July 1, 2008. Dr. Spar is the Spangler Family Professor of Business Administration and has been Senior Associate Dean for Faculty Research and Development at Harvard Business School. She is an expert in business-government relations and the political environment of international commerce. Professor Spar has written four books and co-authored two. Her most recent, *The Baby Business*, was published in 2006 and explored the economic, political and social issues surrounding reproductive technologies. She has appeared on *60 Minutes*, *The Newshour with Jim Lehrer*, *ABC World News Tonight*, and in many newspapers and magazines. Her own articles have appeared in publications ranging from *The New England Journal of Medicine* to *Foreign Affairs* to *The Review of International Political Economy*. Professor Spar received her doctorate in government from Harvard. She is a 1984 graduate of Georgetown University’s School of Foreign Service.

**Elizabeth S. Boylan, Provost and Dean of the Faculty.** Elizabeth S. Boylan was named to this position in July 1995, and served as Acting President in Fall 2000. She also holds the rank of professor of biological sciences with tenure. Provost Boylan led the first systematic review of the College’s general education requirements since the early 1980’s, resulting in the adoption of new curricular requirements for students entering in fall 2000. Provost Boylan has also been involved in various faculty development and leadership development projects, both at Barnard and through organizations and foundations such as the American Council on Education, Project Kaleidoscope and the Mellon Foundation. A specialist in developmental biology and cancer research, Provost Boylan earned a Ph.D. in zoology from Cornell University and a bachelor’s degree in biological sciences from Wellesley College. She holds a U.S. patent and has been a consultant for, among others, the National Cancer Institute, the National Science Foundation and the American Cancer Society. From 1999 through 2004 she served as Commissioner on the Commission on Higher Education of the Middle States Association of Colleges and Schools.

**Dorothy Denburg, Dean of the College.** As the College’s chief student affairs officer, Dorothy Denburg, the Dean of the College oversees all student services that support the academic mission of the College and enhance student life on campus. As a member of the President’s Council, the Dean participates in the general governance of the College, presenting student concerns, discerning developing trends, and recommending or creating new policies and programs as appropriate. The Dean serves as College spokesperson on matters pertaining to students, parents, alumnae, Trustees, Columbia University, other institutions, and the general public. Ms. Denburg has been Dean of the College at Barnard since 1993. She has also taught courses on Women in Literature and Culture in the First-Year Seminar program and an Introduction to the Humanities course. From the spring of 1999, through April of 2001, she chaired the Task Force on Campus Life, which was charged to “examine and assess campus life” at Barnard.

**Gregory N. Brown, Vice President for Finance and Planning.** Gregory Brown joined the administration of Barnard in February, 2006. Mr. Brown serves as chief financial officer of Barnard, with responsibility for investments, budget, human resources, employee benefits, institutional research and all financial operations. Prior to coming to Barnard, Mr. Brown served as Vice President and Chief Administrative Officer for Hebrew Union College-Jewish Institute of Religion. Over the 25 years of his career in higher education and governmental financial administration, Mr. Brown served as Assistance Vice Chancellor and Controller for the University of California at

Berkeley, Controller for the City of New Haven, Connecticut, and in a series of financial positions at Yale University. At the time of his departure from Yale, he was the Assistant Controller for Financial Reporting. He is a graduate of Wesleyan University and holds a Master's in Public Administration from the University of New Haven.

***Cameran Mason, Vice President for Institutional Advancement.*** Cameran Mason, Vice President for Institutional Advancement, has been at Barnard since 2001. At Barnard, she oversees development, alumnae affairs and communications, including publications, media relations, electronic communications and special events. Prior to Barnard, Mason served for ten years at Fordham University where, as Associate Vice President for Development and University Relations, she was the senior strategist for a successful \$150 million comprehensive campaign and oversaw development, alumni relations and public affairs. She was Phi Beta Kappa at Wellesley College where she earned a B.A. in economics and history. Mason also holds a master's degree in Public Affairs from the Woodrow Wilson School of Public and International Affairs at Princeton University.

***Michael S. Feierman, General Counsel.*** Michael Feierman, General Counsel, is responsible for all legal matters concerning the College. He provides legal advice to all departments, monitors and defends all claims brought against the College, reviews all College-wide policies and procedures, and drafts and reviews vendor and purchase contracts, lease agreements and other legal documents. The General Counsel is also responsible for government relations and risk management. Mr. Feierman has been at Barnard since 1985, first as Associate General Counsel and in 1995 was appointed General Counsel. Prior to Barnard, Mr. Feierman was legal counsel to Fordham University, and he held various administrative positions at Manhattan College and the College of Mount Saint Vincent. Mr. Feierman graduated from Adelphi University, and he received his Law Degree from Fordham University School of Law.

***Lisa Gamsu, Vice President for Administration and Capital Planning.*** Lisa Gamsu, Vice President for Administration and Capital Planning is responsible for Barnard's construction programs, capital budget and central services, including: facilities, security, and mail and duplicating. Ms. Gamsu joined Barnard in March, 2003. Ms. Gamsu oversees Barnard's capital planning efforts and all project management for new construction and renovation. She works with the Vice President for Finance and Planning, the Dean of the College, and the Provost to manage Barnard's ongoing master planning efforts. Prior to coming to Barnard, Ms. Gamsu served as Director of Museum Expansion at the Wadsworth Athenaeum, and as Director of Administration and Capital Planning at New School University. Ms. Gamsu received her BA from Binghamton University and her MS in Nonprofit Management from the Milano Graduate School of Management and Urban Professions.

## **Employee Relations**

In addition to its 325 faculty members, the College has approximately 260 administrative employees, and approximately 267 facilities and clerical employees covered by collective bargaining agreements. The relationships between the College and the various unions have been good.

## **OPERATING INFORMATION**

### **Admissions and Student Enrollment**

Identified in the table below are the number of first year applications received for admission to the College over the past five academic years. Also included are the number of applications accepted and the number of first year fall enrollments.

## ADMISSION STATISTICS

### First Year Fall Applications and Enrollment

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Undergraduate Applications	4,034	4,380	4,431	4,599	4,574
Acceptances	1,254	1,201	1,216	1,177	1,315
Acceptance Ratio	31.1%	27.4%	27.4%	25.6%	28.7%
Matriculants	554	553	571	556	559
Matriculation Ratio	44.2%	46.0%	47.0%	47.2%	42.5%

Demand for Barnard is very strong and admission to the College is highly competitive. The College attracts the majority of its students from the pool of college-bound high school graduates in the top 10% of their graduating classes. Barnard competes successfully for these talented students against other highly selective colleges and universities. The following table presents the mean SAT scores for all of the College's entering first year students for the last five academic years:

### Median SAT Scores

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Math	670	660	680	670	660
Reading	690	690	700	690	690
Writing	<u>-</u>	<u>-</u>	<u>-</u>	<u>690</u>	<u>700</u>
Total	1,360	1,350	1,380	2,050	2,050

Barnard has sustained an enrollment of approximately 2,300 students for the past ten years. The following table presents the fall enrollment for the past five academic years.

## ENROLLMENT SUMMARY

### Fall Enrollment by Academic Year

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Full-Time Enrolled	2,232	2,235	2,296	2,300	2,295
Part-Time Enrolled	<u>49</u>	<u>52</u>	<u>60</u>	<u>50</u>	<u>51</u>
Total	2,281	2,287	2,356	2,350	2,346

The College attracts students from all over the United States as well as from abroad. The table below presents the geographic profile of the College's entering first year class for the past five academic years:

### Geographic Profile of Entering First Year Students by Percentage of Class

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
New York State	32%	30%	32%	32%	29%
Other United States	66	67	65	65	65
Foreign	<u>2</u>	<u>3</u>	<u>3</u>	<u>3</u>	<u>6</u>
Total	100%	100%	100%	100%	100%

### Tuition and Fees

For the 2007-08 fiscal year, full-time tuition at the College is \$33,776, comprehensive fees total \$1,414 and full board and room charges are \$11,546. Tuition accounts for approximately 50% of the College's operating income. Tuition, room and board charges and activity fees for the last five fiscal years are listed below:

**STUDENT CHARGES**

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Tuition	\$25,294	\$27,064	\$29,364	\$31,714	\$33,776
Comprehensive Fees	1,234	1,276	1,312	1,364	1,414
Room and Board	<u>10,462</u>	<u>10,800</u>	<u>11,126</u>	<u>11,176</u>	<u>11,546</u>
Total	\$36,990	\$39,140	\$41,802	\$44,254	\$46,736

**Student Financial Aid**

The College administers a student aid program through which approximately 50% of the student body receives need-based aid in the form of grants, loans or campus employment. In fiscal year 2006-07, the College provided approximately \$21.5 million in institutional grant aid to students. In addition, Federal grants to students from the Pell Program, the Supplemental Educational Opportunity Grants Program, the Academic Competitiveness Grant, and the SMART Grant amounted to approximately \$1.8 million. New York residents enrolled at Barnard received approximately \$1.5 million in grants from the State's Tuition Assistance Plan and the State's Higher Education Opportunity Grant Program in 2006-07. A summary of the funds provided for scholarships for the past five fiscal years is as follows:

**SOURCES OF UNDERGRADUATE FINANCIAL AID**

(In Thousands)

<u>Fiscal Year</u>	<u>Barnard Grants</u>	<u>State Grants</u>	<u>Federal Grants</u>	<u>Total</u>
2002-03	\$14,176	\$1,494	\$1,538	\$17,208
2003-04	15,462	1,522	1,584	18,568
2004-05	17,103	1,514	1,573	20,190
2005-06	18,889	1,482	1,536	21,907
2006-07	21,542	1,521	1,835	24,898

In addition to grant aid, students financed their educational costs with jobs and loans. In 2006-07, students earned approximately \$1.2 million from College-sponsored employment opportunities and borrowed approximately \$237,000 through the Perkins Student Loan Program. In 2006-07, students and parents borrowed an aggregate of \$9.6 million under various loan programs.

**Faculty**

The teaching faculty includes 198 full-time and 127 part-time members for the 2007-08 academic year. Of the full time tenure-track faculty, 61% are tenured and 98% hold Ph.D., professional or other terminal degrees. The College maintains a student to faculty ratio of approximately 10 to 1. The following table sets forth the faculty profile for the past five academic years.

**FACULTY PROFILE**

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>	<u>2007-08</u>
Full-Time	186	183	193	201	198
Part-Time & Adjuncts	<u>107</u>	<u>113</u>	<u>126</u>	<u>123</u>	<u>127</u>
Total	293	296	319	324	325
Tenured	69	70	71	76	83

**ANNUAL FINANCIAL STATEMENT INFORMATION**

The College's financial statements are prepared on the accrual basis of accounting. The following table summarizes (aggregating unrestricted, temporarily restricted and permanently restricted activities) the College's statement of activities for the fiscal years ended June 30, 2003, 2004, 2005, 2006 and 2007. The summary is derived from, the audited financial statements of the College for such periods, and should be read in conjunction with the

College's audited financial statements as of and for the year ended June 30, 2007, included in Appendix B to this Official Statement.

**Statement of Activities**  
**Fiscal Year Ended June 30,**  
(In Thousands)

	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>
<b>OPERATING REVENUE:</b>					
Tuition and fees	\$ 55,174	\$58,048	\$62,981	\$68,893	\$74,196
Less financial aid allowance	<u>(15,120)</u>	<u>(16,400)</u>	<u>(17,847)</u>	<u>(19,836)</u>	<u>(22,558)</u>
Net tuition and fees	40,054	41,648	45,134	49,057	51,638
State appropriations	269	271	246	239	265
Investment return designated for current operations	9,070	9,070	9,077	9,077	9,077
Other investment income	381	309	709	1,394	2,206
Federal grants and contracts	2,233	2,709	3,220	2,664	3,321
State grants	774	683	687	704	916
Private gifts and grants	12,152	13,920	12,904	18,547	10,435
Auxiliary enterprises	21,190	21,369	22,413	23,265	24,501
Other sources	<u>1,227</u>	<u>952</u>	<u>668</u>	<u>672</u>	<u>688</u>
Total operating revenue	<u>87,350</u>	<u>90,931</u>	<u>95,058</u>	<u>105,619</u>	<u>103,047</u>
<b>OPERATING EXPENSES:</b>					
Instruction	29,780	32,883	34,720	37,047	37,800
Research	2,113	2,998	3,398	3,277	3,884
Public service	818	802	951	910	1,065
Academic administration	4,632	5,265	5,449	6,248	6,610
Student services	9,250	10,126	9,476	10,388	11,698
Institutional support	17,235	17,962	17,508	18,787	18,788
Auxiliary enterprises	<u>24,208</u>	<u>23,542</u>	<u>23,450</u>	<u>23,894</u>	<u>26,079</u>
Total operating expenses	88,036	93,578	94,952	100,551	105,924
(DEFICIENCY) EXCESS OF OPERATING REVENUE OVER OPERATING EXPENSES	(686)	(2,647)	106	5,068	(2,877)
<b>NON-OPERATING ACTIVITIES</b>					
Investment return in excess of (less than) amount appropriated for operations	(2,297)	10,331	4,142	10,020	26,171
Contributions for endowment and split-interest agreements	4,970	5,743	6,927	5,432	7,866
Contributions for plant improvements	6,882	5,539	9,757	6,832	5,250
Changes in value of split-interest agreements	<u>70</u>	<u>(133)</u>	<u>(89)</u>	<u>(79)</u>	<u>(424)</u>
Total non-operating activities	9,625	21,480	20,737	22,205	38,863
Increase in net assets before cumulative effect of change in accounting principle/adoption of SFAS No. 158	8,939	18,833	20,843	27,273	35,986
Cumulative effect of change in accounting principle/adoption of SFAS No. 158				<u>(1,215)</u>	<u>(1,705)</u>
Increase in net assets	<u>8,939</u>	<u>18,833</u>	<u>20,843</u>	<u>26,058</u>	<u>34,281</u>
NET ASSETS, BEGINNING OF YEAR	<u>181,133</u>	<u>190,072</u>	<u>208,905</u>	<u>229,748</u>	<u>255,806</u>
NET ASSETS, END OF YEAR	<u>\$190,072</u>	<u>\$208,905</u>	<u>\$229,748</u>	<u>\$255,806</u>	<u>\$290,087</u>

## Balance Sheet

The table below outlines the College's Balance Sheet as of June 30, 2007. This table is derived from, and should be read in conjunction with, the audited financial statements of the College as of and for the year ended June 30, 2007, included in Appendix B to this Official Statement.

### Balance Sheet June 30, 2007 (In Thousands)

#### ASSETS

Cash and cash equivalents	\$19,141
Short-term investments	3,990
Student accounts receivable (net of allowance for doubtful accounts of \$10.2)	95
Student notes receivable (net of allowance for doubtful notes of \$486)	3,828
Grants, bequests, and other receivables	4,071
Pledges receivable, net	25,585
Other assets	3,878
Investments – long-term	215,849
Funds held by bond trustee	6,021
Property, plant and equipment, net	<u>95,596</u>

#### TOTAL ASSETS

**\$378,054**

#### LIABILITIES

Accounts payable and accrued expenses	\$13,020
Deferred revenues	3,956
Liability under split-interest agreements	5,697
Refundable government loan program	2,266
Postretirement benefits obligation	8,189
Asset retirement obligation	1,589
Long-term obligations	<u>53,250</u>

#### TOTAL LIABILITIES

**87,967**

#### NET ASSETS

Unrestricted	75,029
Temporarily restricted	108,229
Permanently restricted	<u>106,829</u>

#### TOTAL NET ASSETS

**290,087**

#### TOTAL LIABILITIES AND NET ASSETS

**\$378,054**

#### Net Assets

Unrestricted net assets of approximately \$75 million as of June 30, 2007 were designated primarily for long-term investments of \$56.2 million, \$8.9 million in land, facilities and funds designated for facilities, net of debt, and \$9.9 million in other.

Temporarily restricted net assets are generally available for program purposes such as financial aid, instruction and plant improvements.

Permanently restricted net assets are restricted by the donor, the investment return from which is used to support program activities such as financial aid and instruction.

## **Fund Raising**

Overall gifts received and new commitments (pledges) exceeded \$23.5 million in fiscal year 2007. The following chart shows a five-year history of cash gifts received and prior year pledge payments:

<u>Fiscal Year</u>	<u>Gifts Received (\$ in Thousands)</u>
FY03	18,453
FY04	18,927
FY05	25,020
FY06	26,793
FY07	26,908

The College has a goal to raise \$45 million in gifts towards the Nexus Project. As of February 29, 2008, the College had received \$27 million in cash gifts and an additional \$10.9 million in pledges for the Nexus Project.

## **Management Report of Operating Results**

For the past five fiscal years, Barnard has shown an average growth rate of approximately 6% in Net Tuition and Fees. The College reported \$23.6 million in total gifts in the 2007 audited financial statements. Over the past five years, the College's total net assets have grown from \$190.1 million to \$290.1 million, marking an all-time high value for the College. The growth in net assets is attributable to increased fund-raising revenue, favorable investment performance, and tighter controls on operating expenditures.

## **Endowment**

### *Endowment Investment Mix*

The total return on the College's endowment for the year ended June 30, 2007 was 18.7%. Returns for the most recent 3, 5 and 10 year periods were 13.0%, 11.4% and 6.8%, respectively. In the past 10 years the market value of the endowment and funds designated as endowment has grown from approximately \$115 million to approximately \$205 million. Endowment growth has been in large part due to market appreciation, but new gift additions have played an important role in this gain.

The Trustee Committee on Investments, composed of professionals in the field provides oversight to the College's investment strategy and asset allocation. In December 2006, the College hired Investure, LLC as its outsourced chief investment officer and back office. Since that time, the College has modified its investment strategy and restructured the College's endowment portfolio. The portfolio includes a diversified set of asset types, along with a corresponding diversification of management styles and return expectations. The College's portfolio contains an increasing allocation of investments in alternative asset classes such as absolute return, real estate, and venture capital funds, which take advantage of growth opportunities which are not specifically tied to the typical patterns of the traditional U.S. equity markets. At June 30, 2007, the College's long term investments were composed of the following: 11% in domestic equity; 19% in international equity; 8% in fixed income; 59% in alternative investments (real estate, venture capital, private equity and absolute return.), and 3% in cash and cash equivalents. At June 30, 2007, the portfolio's total exposure to the sub-prime lending market amounted to 0.5% of the market value of the endowment.

### *Spending Policy*

The College's endowment spending policy, adopted in 2003, is designed to conserve the principal of the endowment while providing a steady stream of revenue to support current operations. The policy is in the final phase of implementation. Under the policy, endowment spending is frozen at the 2002 dollar amount until such time that spending is between 4% and 6% of the average trailing 12 quarter assets. It is anticipated that the endowment spending policy will be fully implemented in the 2008-09 fiscal year. The policy has the ultimate goal of achieving an average 5% spending rate over time.



## **Pension Plans**

Substantially all employees of the College are covered under two defined contribution pension plans established with Teachers Insurance and Annuity Association. The College's contributions to the pension plans are based on specified percentages, ranging from 8% to 15%, of each employee's annual salary. Total pension expense for the fiscal years ended June 30, 2007 and June 30, 2006 was \$4.8 million and \$4.5 million, respectively.

In addition to providing pension benefits, the College sponsors an unfunded defined benefit postretirement medical plan. As of June 30, 2007, the College adopted the recognition and disclosure provisions of SFAS No. 158, the effect of which was a reduction of unrestricted net assets of \$1.7 million. As of June 30, 2007, the accumulated post retirement medical benefit obligation, under SFAS No. 158, was \$8.2 million, which is recognized as an unfunded liability.

## **Campus Facilities**

The Barnard campus occupies four acres of urban property along Broadway between 116th and 120th Streets in New York City. At the southern end of the campus, four residential buildings form an enclosed quadrangle. Barnard Hall is just north of the "Quad" and contains seminar rooms, classrooms, and faculty offices, as well as a gym, a swimming pool, and dance studios. The Sulzberger Parlor on the third floor is used for meetings and small social events. Adele Lehman Hall contains the Wollman Library and two floors of faculty offices and classrooms. The library includes the reserve room and the Lehman Computer Center on the first floor; the reference area, periodicals, microforms, and open book stacks on the second floor; and on the third floor, audiovisual facilities and more open stacks. Computer facilities for the Economics and Political Science departments are also located in Lehman Hall. The building overlooks a lawn surrounded by trees and shrubs.

Helen Goodhart Altschul Hall and the Millicent McIntosh Center faced each other across an open plaza. The 14 stories of Altschul Hall are devoted primarily to the sciences and mathematics. Herbert H. Lehman Auditorium is on the first floor. McIntosh Center, which was demolished in order to construct the Nexus Project, was the headquarters for student activities, including a snack bar, a lounge, student mailboxes, music practice rooms and classrooms.

Milbank Hall occupies the northern end of the campus and houses administrative and academic departments, faculty offices, classrooms, a greenhouse, and the Minor Latham Playhouse, a small, well-equipped modern theater. The language departments maintain social and reading rooms in Milbank Hall. In the immediate neighborhood, Barnard maintains additional residence halls, including Plimpton Hall and Elliot Hall, and 600, 616 and 620 West 116th Street, all apartment buildings. The College also rents additional residential spaces at 610 West 110th Street and at 210W 104th Street. Columbia is directly across the street on Broadway.

The Wollman Library occupies the first three floors of Lehman Hall; the Archives is located on the tunnel level. The Library's collection of more than 200,000 volumes contains books and periodicals intended to serve the curricular needs of the undergraduate students at Barnard. The Library's Media collection includes over 17,000 microforms and 16,000 audio visual materials and instructional videocassettes as well as audio materials and musical scores. In addition, the Library provides access to a variety of indexes and texts in electronic format. Reserve materials required for course reading are located on the first floor.

## Outstanding Obligations of the College

Long-term obligations of the College at June 30, 2007, in thousands of dollars, is summarized as follows:

<u>Issue</u>	<u>Rate</u>	<u>Maturity</u>	<u>Outstanding</u>
Power Authority of the State of New York Non interest-bearing note payable	-	2007	\$ 40
Dormitory Authority of the State of New York Barnard College Insured Revenue Bonds, Series 1996*	5.0% - 5.25%	2026**	23,715
Dormitory Authority of the State of New York Barnard College Insured Revenue Bonds, Series 2004	2.0% -4.75%	2035**	28,915
Capital lease obligation	7.3%	2011	<u>716</u>
Total			\$53,386
Good Faith Deposit related to Dormitory Authority of the State of New York Barnard College Insured Revenue Bonds, Series 2007A and 2007B			500
Less unamortized bond discount			<u>(636)</u>
Total Long-term obligations			<u>\$53,250</u>

\* Refunded with DASNY Series 2007A

\*\* Due serially or as term bonds

In July 2007, the College entered into a loan agreement with the Authority relating to the Authority's \$48,240,000 DASNY Barnard College Insured Revenue Bonds, Series 2007A (Series 2007A) and \$32,580,000 DASNY Barnard College Insured Revenue Bonds, Series 2007B (Series 2007B). The Loan Agreement is a general and unsecured obligation of the College. The Series 2007A bonds refunded the \$23,715,000 DASNY Barnard College Insured Revenue Bonds, Series 1996 as noted above, which Bonds are no longer outstanding. The Series 2007A bonds were issued at fixed interest rates of 4.0% to 5.0% and due serially to 2025.

The Series 2007B bonds are variable rate bonds and are to be refunded with the proceeds of the Series 2008 Bonds. In September 2007, the College entered into an interest rate swap agreement on the Series 2007B bonds at a rate of 3.55%. The swap agreement covers the full \$32,580,000 of the variable rate debt and is set for a term of seven years. The swap agreement is expected to remain in place following issuance of the Series 2008 Bonds.

## LITIGATION

Litigation and other claims incident to the operation of the College are pending against the College. While the ultimate liability, if any, of the College is not presently determinable, such litigation and other claims, in the judgment of the College, will not in the aggregate have a material adverse effect on the College's financial position.

## PART 8 — AUTHORITY

### Background, Purposes and Powers

The Authority is a body corporate and politic constituting a public benefit corporation. The Authority was created by the Act for the purpose of financing and constructing a variety of facilities for certain independent colleges and universities and private hospitals, certain not-for-profit institutions, public educational institutions including The State University of New York, The City University of New York and Boards of Cooperative Educational Services ("BOCES"), certain school districts in the State, facilities for the Departments of Health and Education of the State, the Office of General Services, the Office of General Services of the State on behalf of the Department of Audit and Control, facilities for the aged and certain judicial facilities for cities and counties. The Authority is also authorized to make and purchase certain loans in connection with its student loan program. To

carry out this purpose, the Authority was given the authority, among other things, to issue and sell negotiable bonds and notes to finance the construction of facilities of such institutions, to issue bonds or notes to refund outstanding bonds or notes and to lend funds to such institutions.

On September 1, 1995, the Authority through State legislation (the “Consolidation Act”) succeeded to the powers, duties and functions of the New York State Medical Care Facilities Finance Agency (the “Agency”) and the Facilities Development Corporation (the “Corporation”), each of which will continue its corporate existence in and through the Authority. Under the Consolidation Act, the Authority has also acquired by operation of law all assets and property, and has assumed all the liabilities and obligations, of the Agency and the Corporation, including, without limitation, the obligation of the Agency to make payments on its outstanding bonds, and notes or other obligations. Under the Consolidation Act, as successor to the powers, duties and functions of the Agency, the Authority is authorized to issue and sell negotiable bonds and notes to finance and refinance mental health services facilities for use directly by the New York State Department of Mental Hygiene and by certain voluntary agencies. As such successor to the Agency, the Authority has acquired additional authorization to issue bonds and notes to provide certain types of financing for certain facilities for the Department of Health, not-for-profit corporations providing hospital, medical and residential health care facilities and services, county and municipal hospitals and nursing homes, not-for-profit and limited profit nursing home companies, qualified health maintenance organizations and health facilities for municipalities constituting social services districts. As successor to the Corporation, the Authority is authorized, among other things, to assume exclusive possession, jurisdiction, control and supervision over all State mental hygiene facilities and to make them available to the Department of Mental Hygiene, to provide for construction and modernization of municipal hospitals, to provide health facilities for municipalities, to provide health facilities for voluntary non-profit corporations, to make its services available to the State Department of Correctional Services, to make its services available to municipalities to provide for the design and construction of local correctional facilities, to provide services for the design and construction of municipal buildings, and to make loans to certain voluntary agencies with respect to mental hygiene facilities owned or leased by such agencies.

The Authority has the general power to acquire real and personal property, give mortgages, make contracts, operate dormitories and other facilities and fix and collect rentals or other charges for their use, contract with the holders of its bonds and notes as to such rentals and charges, make reasonable rules and regulations to assure the maximum use of facilities, borrow money, issue negotiable bonds or notes and provide for the rights of their holders and adopt a program of self-insurance.

In addition to providing financing, the Authority offers a variety of services to certain educational, governmental and not-for-profit institutions, including advising in the areas of project planning, design and construction, monitoring project construction, purchasing of furnishings and equipment for projects, designing interiors of projects and designing and managing projects to rehabilitate older facilities. In succeeding to the powers, duties and functions of the Corporation as described above, the scope of design and construction services afforded by the Authority has been expanded.

### **Outstanding Indebtedness of the Authority (Other than Indebtedness Assumed by the Authority)**

At March 31, 2008, the Authority had approximately \$35.2 billion aggregate principal amount of bonds and notes outstanding, excluding indebtedness of the Agency assumed by the Authority on September 1, 1995 pursuant to the Consolidation Act. The debt service on each such issue of the Authority’s bonds and notes is paid from moneys received by the Authority or the trustee from or on behalf of the entity having facilities financed with the proceeds from such issue or from borrowers in connection with its student loan program.

The Authority’s bonds and notes include both special obligations and general obligations of the Authority. The Authority’s special obligations are payable solely from payments required to be made by or for the account of the institution for which the particular special obligations were issued or from borrowers in connection with its student loan program. Such payments are pledged or assigned to the trustees for the holders of respective special obligations. The Authority has no obligation to pay its special obligations other than from such payments. The Authority’s general obligations are payable from any moneys of the Authority legally available for the payment of such obligations. However, the payments required to be made by or for the account of the institution for which general obligations were issued generally have been pledged or assigned by the Authority to trustees for the holders

of such general obligations. The Authority has always paid the principal of and interest on its special and general obligations on time and in full.

The total amounts of the Authority bonds and notes (excluding debt of the Agency assumed by the Authority on September 1, 1995 pursuant to the Consolidation Act) outstanding at March 31, 2008 were as follows:

<b><u>Public Programs</u></b>	<b><u>Bonds Issued</u></b>	<b><u>Bonds Outstanding</u></b>	<b><u>Notes Outstanding</u></b>	<b><u>Bonds and Notes Outstanding</u></b>
State University of New York Dormitory Facilities.....	\$ 2,120,821,000	\$ 873,355,000	\$ 0	\$ 873,355,000
State University of New York Educational and Athletic Facilities .....	11,757,912,999	5,004,985,745	0	5,004,985,745
Upstate Community Colleges of the State University of New York.....	1,397,910,000	589,930,000	0	589,930,000
Senior Colleges of the City University of New York .....	8,609,563,549	2,982,606,270	0	2,982,606,270
Community Colleges of the City University of New York .....	2,194,081,563	513,213,730	0	513,213,730
BOCES and School Districts .....	1,731,396,208	1,291,165,000	0	1,291,165,000
Judicial Facilities .....	2,161,277,717	738,632,717	0	738,632,717
New York State Departments of Health and Education and Other.....	4,233,285,000	2,849,490,000	0	2,849,490,000
Mental Health Services Facilities .....	5,682,130,000	3,558,845,000	0	3,558,845,000
New York State Taxable Pension Bonds .....	773,475,000	0	0	0
Municipal Health Facilities Improvement Program .....	<u>913,895,000</u>	<u>809,250,000</u>	<u>0</u>	<u>809,250,000</u>
Totals Public Programs.....	<u>\$ 41,575,748,036</u>	<u>\$ 19,211,473,462</u>	<u>\$ 0</u>	<u>\$ 19,211,473,462</u>
<b><u>Non-Public Programs</u></b>	<b><u>Bonds Issued</u></b>	<b><u>Bonds Outstanding</u></b>	<b><u>Notes Outstanding</u></b>	<b><u>Bonds and Notes Outstanding</u></b>
Independent Colleges, Universities and Other Institutions.....	\$ 14,899,256,020	\$ 7,001,777,344	\$190,230,000	\$ 7,192,007,344
Voluntary Non-Profit Hospitals.....	12,693,404,309	7,817,570,000	0	7,817,570,000
Facilities for the Aged.....	1,979,275,000	1,027,235,000	0	1,027,235,000
Supplemental Higher Education Loan Financing Program.....	<u>95,000,000</u>	<u>0</u>	<u>0</u>	<u>0</u>
Totals Non-Public Programs.....	<u>\$ 29,666,935,329</u>	<u>\$ 15,846,582,344</u>	<u>\$190,230,000</u>	<u>\$ 16,036,812,344</u>
Grand Totals Bonds and Notes .....	<u>\$ 71,242,683,365</u>	<u>\$ 35,058,055,806</u>	<u>\$190,230,000</u>	<u>\$ 35,248,285,806</u>

### **Outstanding Indebtedness of the Agency Assumed by the Authority**

At March 31, 2008, the Agency had approximately \$401 million aggregate principal amount of bonds outstanding, the obligations as to all of which have been assumed by the Authority. The debt service on each such issue of bonds is paid from moneys received by the Authority (as successor to the Agency) or the trustee from or on behalf of the entity having facilities financed with the proceeds from such issue.

The total amounts of the Agency's bonds (which indebtedness was assumed by the Authority on September 1, 1995) outstanding at March 31, 2008 were as follows:

<u>Public Programs</u>	<u>Bonds Issued</u>	<u>Bonds Outstanding</u>
Mental Health Services Improvement Facilities.....	\$ <u>3,817,230,725</u>	\$ <u>0</u>
<u>Non-Public Programs</u>	<u>Bonds Issued</u>	<u>Bonds Outstanding</u>
Hospital and Nursing Home Project Bond Program....	\$ 226,230,000	\$ 3,605,000
Insured Mortgage Programs .....	6,625,079,927	389,564,927
Revenue Bonds, Secured Loan and Other Programs ...	2,414,240,000	8,255,000
Total Non-Public Programs .....	<u>9,265,549,927</u>	<u>401,424,927</u>
Total MCFFA Outstanding Debt.....	<u>\$ 13,082,780,652</u>	<u>\$ 401,424,927</u>

### Governance

The Authority carries out its programs through an eleven-member board, a full-time staff of approximately 660 persons, independent bond counsel and other outside advisors. Board members include the Commissioner of Education of the State, the Commissioner of Health of the State, the State Comptroller or one member appointed by him or her who serves until his or her successor is appointed, the Director of the Budget of the State, one member appointed by the Temporary President of the State Senate, one member appointed by the Speaker of the State Assembly and five members appointed by the Governor, with the advice and consent of the Senate, for terms of three years. The Commissioner of Education of the State, the Commissioner of Health of the State and the Director of the Budget of the State each may appoint a representative to attend and vote at Authority meetings. The members of the Authority serve without compensation, but are entitled to reimbursement of expenses incurred in the performance of their duties.

The Governor of the State appoints a Chair from the members appointed by him or her and the members of the Authority annually choose the following officers, of which the first two must be members of the Authority: Vice-Chair, Secretary, Treasurer, Assistant Secretaries and Assistant Treasurers.

The current members of the Authority are as follows:

GAIL H. GORDON, Esq., *Chair*, Slingerlands.

Gail H. Gordon was appointed as a Member of the Authority by the Governor on May 10, 2004. Ms. Gordon served as Deputy Commissioner and General Counsel for the Office of Children and Family Services from September 15, 1997 to December 31, 2006. She previously was of counsel to the law firm of Helm, Shapiro, Anito & McCale, P.C., in Albany, New York, where she was engaged in the private practice of law. From 1987 to 1993, Ms. Gordon served as Counsel to the Comptroller of the State of New York where she directed a legal staff of approximately 40 attorneys, was responsible for providing legal and policy advice to the State Comptroller and his deputies in all areas of the State Comptroller's responsibilities, including the supervision of accounts of public authorities and in the administration, as sole trustee, of the New York State Employees Retirement System and the Policemen's and Firemen's Retirement System. She served as Deputy Counsel to the Comptroller of the State of New York from 1983 to 1987. From 1974 to 1983, Ms. Gordon was an attorney with the law firm of Hinman, Howard & Kattell, Binghamton, New York, where she concentrated in areas of real estate, administrative and municipal law. Ms. Gordon holds a Bachelor of Arts degree from Smith College and a Juris Doctor degree from Cornell University School of Law. Ms. Gordon's term expired on March 31, 2007 and by law she continues to serve until a successor shall be chosen and qualified.

JOHN B. JOHNSON, JR., *Vice-Chair*, Watertown.

John B. Johnson, Jr. was appointed as a Member of the Authority by the Governor on April 26, 2004. Mr. Johnson is Chairman of the Board and Chief Executive Officer of the Johnson Newspaper Corporation, which publishes the Watertown Daily Times, Batavia Daily News, Malone Telegram, Catskill Daily Mail, Hudson Register

Star, Ogdensburg Journal, Massena-Potsdam Courier Observer, seven weekly newspapers and three shopping newspapers. He is director of the New York Newspapers Foundation, a member of the Development Authority of the North Country and the Fort Drum Regional Liaison Committee, a trustee of Clarkson University and president of the Bugbee Housing Development Corporation. Mr. Johnson has been a member of the American Society of Newspaper Editors since 1978, and was a Pulitzer Prize juror in 1978, 1979, 2001 and 2002. He holds a Bachelor's degree from Vanderbilt University, and Master's degrees in Journalism and Business Administration from the Columbia University Graduate School of Journalism and Business. Mr. Johnson was awarded an Honorary Doctor of Science degree from Clarkson University. Mr. Johnson's term expires on March 31, 2010.

JOSE ALBERTO CORVALAN, M.D., *Secretary*, Armonk.

Dr. Corvalan was appointed as a Member of the Authority by the Governor on June 22, 2005. Dr. Corvalan is Chief of Laparoscopic Surgery at St. Vincent's Midtown Hospital in Manhattan. Dr. Corvalan is a Diplomate, American Board of Surgery, and is a Fellow of the American College of Surgeons and the New York Academy of Medicine. Dr. Corvalan has held a number of teaching positions and is Associate Professor of Surgery at New York Medical College, Valhalla, New York. His current term expired on March 31, 2008 and by law he continues to serve until a successor shall be chosen and qualified.

BRIAN RUDER, Scarsdale.

Mr. Ruder was appointed as a Member of the Authority by the Governor on June 23, 2006. He is Chief Executive Officer of Skylight Partners, a strategic marketing and business development consulting group that he founded in 2001. Prior to Skylight Partners, Mr. Ruder served for four years as Executive Vice President of Global Marketing for Citigroup. He spent 16 years at the H.J. Heinz Co. in progressively responsible positions, including President of Heinz USA, President of Weight Watchers Food Company and corporate Vice President of Worldwide Infant Feeding. He also served as Director of Marketing, New Products and Sales for Pepsi USA in the mid-1980's. Mr. Ruder is Vice Chairman of the New York State Board of Science, Technology and Academic Research (NYSTAR), and also serves on the board of the Adirondack Council, the Scarsdale United Way, the New York Metro Chapter of the Young Presidents' Organization and PNC Private Client Advisors. Mr. Ruder earned a Bachelor of Arts degree in American History in 1976 from Washington University in St. Louis, Mo., and a Master of Business Administration degree in Marketing in 1978 from the Tuck School at Dartmouth College. His current term expires on March 31, 2009.

ANTHONY B. MARTINO, CPA, Buffalo.

Mr. Martino was appointed as a Member of the Authority by the Governor on April 26, 2004. A certified public accountant with more than 37 years of experience, Mr. Martino is a retired partner of the Buffalo CPA firm Lumsden & McCormick, LLP. He began his career at Price Waterhouse where he worked in the firm's Buffalo and Washington, DC, offices. He is a member of the Board of Directors of Natural Health Trends Inc., a public company, where he chairs the Audit Committee. Mr. Martino is a member of the American Institute of CPAs and the New York State Society of CPAs. Long involved in community organizations, he serves on the boards of the Buffalo Niagara Medical Campus as Vice Chairman, Mount Calvary Cemetery as Chair of the Investment Committee, Cradle Beach Camp of which he is a former Chair, the Kelly for Kids Foundation and Key Bank. Mr. Martino received a Bachelor of Science degree in accounting from the University at Buffalo. Mr. Martino's current term expired on August 31, 2007 and by law he continues to serve until a successor shall be chosen and qualified.

SANDRA M. SHAPARD, Delmar.

Ms. Shapard was appointed as a Member of the Authority by the State Comptroller on January 21, 2003. Ms. Shapard served as Deputy Comptroller for the Office of the State Comptroller from January, 1995 until her retirement in 2001, during which time she headed the Office of Fiscal Research and Policy Analysis and twice served as Acting First Deputy Comptroller. Previously, Ms. Shapard held the positions of Deputy Director and First Deputy Director for the New York State Division of Budget, from 1991 to 1994, and Deputy Assistant Commissioner for Transit for the State Department of Transportation, from 1988 to 1991. She began her career in New York State government with the Assembly in 1975 where, over a thirteen year period, she held the positions of Staff Director of the Office of Counsel to the Majority, Special Assistant to the Speaker, and Deputy Director of

Budget Studies for the Committee on Ways and Means. Ms. Shapard also served as Assistant to the County Executive in Dutchess County. A graduate of Mississippi University for Women, Ms. Shapard received a Masters of Public Administration from Harvard University, John F. Kennedy School of Government, where she has served as visiting lecturer, and has completed graduate work at Vanderbilt University.

ROMAN B. HEDGES, Delmar.

Dr. Hedges was appointed as a Member of the Authority by the Speaker of the State Assembly on February 24, 2003. Dr. Hedges is the former Deputy Secretary of the New York State Assembly Committee on Ways and Means. Dr. Hedges served on the Legislative Advisory Task Force on Demographic Research and Reapportionment. He has also served as the Director of Fiscal Studies of the Assembly Committee on Ways and Means where he was responsible for the preparation of studies of the New York State economy and revenues of local government, tax policy and revenue analyses, and for negotiating revenue and local government legislation for the Assembly. Dr. Hedges was an Associate Professor of Political Science and Public Policy at the State University of New York at Albany where he taught graduate and undergraduate courses in American politics, research methodology, and public policy. Dr. Hedges holds a Doctor of Philosophy and a Master of Arts degree from the University of Rochester and a Bachelor of Arts degree from Knox College.

KEVIN R. CARLISLE, Averill Park.

Mr. Carlisle was appointed as a Member of the Authority by the Temporary President of the Senate on January 29, 2007. After a career in public housing and business consulting, Mr. Carlisle retired in 2003 as Assistant Commissioner of the state Division of Housing and Community Renewal (“DHCR”) and Vice President of the New York State Housing Trust Fund Corporation. He was responsible for capital development programs which financed approximately 4,000 units annually, with a total development cost of \$500 million. He conceived the state’s Homes for Working Families Program, which received the 1999 Award for Program Excellence from the National Council of State Housing Finance Agencies. Similarly, Mr. Carlisle implemented the Rural Leveraging Partnership Program, which was cited as a national model by U.S. Rural Housing Services. He also served at DHCR as Director of Underwriting, Deputy Director of the Office of Rural Development, and designed the housing strategy that met the state’s off-site commitment to induce the U.S. Army’s 10th Mountain Division to locate at Fort Drum. Before he joined DHCR in 1982, Mr. Carlisle was a partner in Barrett Carlisle & Co., a real estate development and consulting firm, and served the City of Troy and the City of Cohoes in economic planning and real estate project management. Mr. Carlisle earned both a Bachelor’s degree in Economics and a Master’s degree in Urban and Environmental Studies from Rensselaer Polytechnic Institute.

RICHARD P. MILLS, *Commissioner of Education of the State of New York, Albany; ex-officio.*

Dr. Mills became Commissioner of Education on September 12, 1995. Prior to his appointment, Dr. Mills served as Commissioner of Education for the State of Vermont since 1988. From 1984 to 1988, Dr. Mills was Special Assistant to Governor Thomas H. Kean of New Jersey. Prior to 1984, Dr. Mills held a number of positions within the New Jersey Department of Education. Dr. Mills’ career in education includes teaching and administrative experience at the secondary and postsecondary education levels. Dr. Mills holds a Bachelor of Arts degree from Middlebury College and a Master of Arts, a Master of Business Administration and a Doctor of Education degree from Columbia University.

LAURA L. ANGLIN, *Budget Director of the State of New York, Albany; ex-officio.*

Ms. Anglin was appointed Budget Director on January 1, 2008. As Budget Director, she is responsible for the overall development and management of the State’s fiscal policy, including overseeing the preparation of budget recommendations for all State agencies and programs, economic and revenue forecasting, tax policy, fiscal planning, capital financing and management of the State’s debt portfolio, as well as pensions and employee benefits. Ms. Anglin previously served as First Deputy Budget Director from January 2007 to December 2007. She was appointed Deputy Comptroller of the Division of Retirement Services in January 2003 and was responsible for overseeing the administration and managing the operations of the New York State and Local Retirement System. From 1996-2003, Ms. Anglin worked in the New York State Assembly where she served as Director of Budget Studies for the Assembly Ways and Means Committee and as First Deputy Fiscal Director for the Committee. Ms.

Anglin has also held the position of Econometrician in the Department of Taxation and Finance from 1992-1996 and began her career as an Economist for the Department of Environmental Conservation. Ms. Anglin holds a Bachelor of Arts degree and a Masters degree in Economics from the State University of New York at Albany.

RICHARD F. DAINES, M.D., *Commissioner of Health, Albany; ex-officio.*

Richard F. Daines, M.D., became Commissioner of Health on March 21, 2007. Prior to his appointment he served as President and CEO at St. Luke's-Roosevelt Hospital Center since 2002. Before joining St. Luke's-Roosevelt Hospital Center as Medical Director in 2000, Dr. Daines served as Senior Vice President for Professional Affairs of St. Barnabas Hospital in the Bronx, New York since 1994 and as Medical Director from 1987 to 1999. Dr. Daines received a Bachelor of History degree from Utah State University in 1974 and served as a missionary for the Church of Jesus Christ of Latter-day Saints in Bolivia, 1970-1972. He received his medical degree from Cornell University Medical College in 1978. He served a residency in internal medicine at New York Hospital and is Board Certified in Internal Medicine and Critical Care Medicine.

The principal staff of the Authority is as follows:

DAVID D. BROWN, IV is the Executive Director and chief administrative and operating officer of the Authority. Mr. Brown is responsible for the overall management of the Authority's administration and operations. He previously served as Chief of the Investment Protection Bureau in the Office of the New York State Attorney General, supervising investigations of the mutual fund and insurance industries. From 2000 to 2003, Mr. Brown served as Vice President and Associate General Counsel at Goldman, Sachs & Co., specializing in litigation involving equities, asset management and brokerage businesses. Prior to that, he held the position of Managing Director at Deutsche Bank, where he served as the senior litigation attorney, managing major litigations and customer disputes. From 1994 to 1998, Mr. Brown was Managing Director and Counsel and senior litigation attorney for Bankers Trust Corporation. He holds a Bachelor's degree from Harvard College and a Juris Doctor degree from Harvard Law School.

MICHAEL T. CORRIGAN is the Deputy Executive Director of the Authority, and assists the Executive Director in the administration and operation of the Authority. Mr. Corrigan came to the Authority in 1995 as Budget Director, and served as Deputy Chief Financial Officer from 2000 until 2003. He began his government service career in 1983 as a budget analyst for Rensselaer County, and served as the County's Budget Director from 1986 to 1995. Immediately before coming to the Authority, he served as the appointed Rensselaer County Executive for a short period. Mr. Corrigan holds a Bachelor's degree in Economics from the State University of New York at Plattsburgh and a Master's degree in Business Administration from the University of Massachusetts.

PORTIA LEE is the Managing Director of Public Finance and Portfolio Monitoring. She is responsible for supervising and directing Authority bond issuance in the capital markets, through financial feasibility analysis and financing structure determination for Authority clients; as well as implementing and overseeing financing programs, including interest rate exchange and similar agreements; overseeing the Authority's compliance with continuing disclosure requirements and monitoring the financial condition of existing Authority clients. Ms. Lee previously served as Senior Investment Officer at the New York State Comptroller's Office where she was responsible for assisting in the administration of the long-term fixed income portfolio of the New York State Common Retirement Fund, as well as the short-term portfolio, and the Securities Lending Program. From 1995 to 2005, Ms. Lee worked at Moody's Investors Service where she most recently served as Vice President and Senior Credit Officer in the Public Finance Housing Group. In addition, Ms. Lee has extensive public service experience working for over 10 years in various positions in the Governor's Office, NYS Department of Social Services, as well as the New York State Assembly. She holds a Bachelor's degree from the State University of New York at Albany.

JOHN G. PASICZNYK is the Chief Financial Officer of the Authority. Mr. Pasicznyk is responsible for investment management and accounting, as well as the development of the financial policies for the Authority. Before joining the Authority in 1985, Mr. Pasicznyk worked in audit positions at KPMG Peat Marwick and Deloitte & Touche. He holds a Bachelor's degree from Syracuse University and a Master of Business Administration degree from the Fuqua School of Business at Duke University.



JEFFREY M. POHL is General Counsel to the Authority. Mr. Pohl is responsible for all legal services including legislation, litigation, contract matters and the legal aspects of all Authority financings. He is a member of the New York State Bar, and most recently served as a counsel in the public finance group of a large New York law firm. Mr. Pohl had previously served in various capacities in State government with the Office of the State Comptroller and the New York State Senate. He holds a Bachelor's degree from Franklin and Marshall College and a Juris Doctor degree from Albany Law School of Union University.

STEPHEN D. CURRO, P.E. is the Managing Director of Construction. In that capacity, he is responsible for the Authority's construction groups, including design, project management, purchasing, contract administration, interior design, and engineering and other technology services. Mr. Curro joined the Authority in 2001 as Director of Technical Services, and most recently served as Director of Construction Support Services. He is a registered Professional Engineer in New York and Rhode Island and has worked in the construction industry for over 20 years as a consulting structural engineer and a technology solutions provider. Mr. Curro is also an Adjunct Professor at Hudson Valley Community College and Bryant & Stratton College. He holds a Bachelor of Science in Civil Engineering from the University of Rhode Island, a Master of Engineering in Structural Engineering from Rensselaer Polytechnic Institute and a Master of Business Administration from Rensselaer Polytechnic Institute's Lally School of Management.

### **Claims and Litigation**

Although certain claims and litigation have been asserted or commenced against the Authority, the Authority believes that these claims and litigation are covered by the Authority's insurance or by bonds filed with the Authority should the Authority be held liable in any of such matters, or that the Authority has sufficient funds available or the legal power and ability to seek sufficient funds to meet any such claims or judgments resulting from such litigation.

### **Other Matters**

#### *New York State Public Authorities Control Board*

The New York State Public Authorities Control Board (the "PACB") has authority to approve the financing and construction of any new or reactivated projects proposed by the Authority and certain other public authorities of the State. The PACB approves the proposed new projects only upon its determination that there are commitments of funds sufficient to finance the acquisition and construction of the projects. The Authority has obtained the approval of the PACB for the issuance of the Series 2008 Bonds.

#### *Legislation*

From time to time, bills are introduced into the State Legislature which, if enacted into law, would affect the Authority and its operations. The Authority is not able to represent whether such bills will be introduced or become law in the future. In addition, the State undertakes periodic studies of public authorities in the State (including the Authority) and their financing programs. Any of such periodic studies could result in proposed legislation which, if adopted, would affect the Authority and its operations.

#### *Environmental Quality Review*

The Authority complies with the New York State Environmental Quality Review Act and with the New York State Historic Preservation Act of 1980, and the respective regulations promulgated thereunder respecting the Project to the extent such acts and regulations are applicable.

#### *Independent Auditors*

The accounting firm of KPMG LLP audited the financial statements of the Authority for the fiscal year ended March 31, 2007. Copies of the most recent audited financial statements are available upon request at the offices of the Authority.

## **PART 9 — LEGALITY OF THE SERIES 2008 BONDS FOR INVESTMENT AND DEPOSIT**

Under New York State law, the Series 2008 Bonds are securities in which all public officers and bodies of the State and all municipalities and municipal subdivisions, all insurance companies and associations, all savings banks and savings institutions, including savings and loan associations, administrators, guardians, executors, trustees, committees, conservators and other fiduciaries in the State may properly and legally invest funds in their control.

The Series 2008 Bonds may be deposited with the State Comptroller to secure deposits of State moneys in banks, trust companies and industrial banks.

## **PART 10 — NEGOTIABLE INSTRUMENTS**

The Series 2008 Bonds are negotiable instruments as provided in the Act, subject to the provisions for registration and transfer contained in the Resolution and in the Series 2008 Bonds.

## **PART 11 — TAX MATTERS**

In the opinion of Squire, Sanders & Dempsey L.L.P., Bond Counsel, under existing law (i) interest on the Series 2008 Bonds is excluded from gross income for federal income tax purposes under Section 103(a) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations and (ii) interest on the Series 2008 Bonds is exempt from personal income taxes imposed by the State of New York and political subdivisions thereof, including The City of New York and the City of Yonkers. Bond Counsel will express no opinion as to any other tax consequences regarding the Series 2008 Bonds.

The opinion on federal tax matters will be based on and will assume the accuracy of (i) certain representations and certifications, and compliance with certain covenants, of the Authority and the College to be contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Series 2008 Bonds are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes and (ii) the opinions of Counsel to the College regarding, among other things, the current qualification of the College as an organization described in section 501(c)(3) and exempt from taxation under section 501(a) of the Code. Failure of the College to maintain its status as an organization described in Section 501(c)(3) of the Code, or to operate the facilities financed by the Series 2008 Bonds in a manner that is substantially related to the College’s charitable purpose under Section 513(a) of the Code, may cause interest on the Series 2008 Bonds to be included in gross income retroactively to the date of the issuance of the Series 2008 Bonds. Bond Counsel will not independently verify the accuracy of the Authority’s and the College’s certifications and representations or the continuing compliance with the Authority’s and the College’s covenants and will not independently verify the accuracy of the opinion of the College’s counsel.

The opinion of Bond Counsel is based on current legal authority and covers certain matters not directly addressed by such authority. It represents Bond Counsel’s legal judgment as to exclusion of interest on the Series 2008 Bonds from gross income for federal income tax purposes but is not a guaranty of that conclusion. The opinion is not binding on the Internal Revenue Service (“IRS”) or any court. Bond Counsel expresses no opinion about (i) the effect of future changes in the Code and the applicable regulations under the Code or (ii) the interpretation and the enforcement of the Code or those regulations by the IRS.

The Code prescribes a number of qualifications and conditions for the interest on state and local government obligations to be and to remain excluded from gross income for federal income purposes, some of which, require future or continued compliance after issuance of the Series 2008 Bonds in order for the interest to be and to continue to be so excluded from the date of issuance. Noncompliance with these requirements by the Authority or the College may cause the interest on the Series 2008 Bonds to be included in gross income for federal income tax purposes and thus to be subject to federal income tax retroactively to the date of their issuance. The Authority and the College have each covenanted to take the actions required of it for the interest on the Series 2008 Bonds to be and to remain excluded from gross income for federal income tax purposes, and not to take any actions that would adversely affect that exclusion. After the date of issuance of the Series 2008 Bonds, Bond Counsel will

not undertake to determine (or to so inform any person) whether any actions taken or not taken, or any events occurring or not occurring, or any other matters coming to Bond Counsel's attention, may adversely affect the exclusion from gross income for federal income tax purposes of interest on the Series 2008 Bonds or the market prices of the Series 2008 Bonds.

A portion of the interest on the Series 2008 Bonds earned by certain corporations may be subject to a federal corporate alternative minimum tax. In addition, interest on the Series 2008 Bonds may be subject to a federal branch profits tax imposed on certain foreign corporations doing business in the United States and to a tax imposed on excess net passive income of certain S corporations.

Under the Code, the exclusion of interest from gross income for federal income tax purposes may have certain adverse federal income tax consequences on items of income, deduction or credit for certain taxpayers, including financial institutions, certain insurance companies, recipients of Social Security and Railroad Retirement benefits, those that are deemed to incur or continue indebtedness to acquire or carry tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. The applicability and extent of these or other tax consequences will depend upon the particular tax status or other tax items of the owner of the Series 2008 Bonds. Bond Counsel will express no opinion regarding those consequences.

Payments of interest on tax-exempt obligations, including the Series 2008 Bonds, are generally subject to IRS Form 1099-INT information reporting requirements. If a Series 2008 Bond owner is subject to backup withholding under those requirements, then payments of interest will also be subject to backup withholding. Those requirements do not affect the exclusion of such interest from gross income for federal income tax purposes.

Purchasers of the Series 2008 Bonds at other than their original issuance at the respective prices indicated on the cover should consult their own tax advisers regarding other tax considerations such as the consequences of market discount.

## **Miscellaneous**

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress, and legislation affecting the exemption of interest thereon for purposes of taxation by the State may be considered by the State legislature. Court proceedings may also be filed the outcome of which could modify the tax treatment of obligations such as the Series 2008 Bonds. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Series 2008 Bonds will not have an adverse effect on the tax status of interest on the Series 2008 Bonds or the market value of the Series 2008 Bonds.

On November 5, 2007, the United States Supreme Court heard oral arguments in *Dep't of Revenue v. Davis*. In the *Davis* case, the Kentucky Court of Appeals held that Kentucky's exemption from taxation of interest on bonds issued by Kentucky or its political subdivisions and its taxation of interest on bonds issued by other states or their political subdivisions violates the Commerce Clause of the United States Constitution. The State exempts from taxation interest on bonds issued by the State or its political subdivisions and taxes interest on bonds issued by other states or their political subdivisions. It is not possible to predict how the United States Supreme Court will decide the *Davis* case or to predict any change in state law that would be occasioned by the United States Supreme Court's affirmance of the *Davis* decision, nor is it possible to predict the effect, if any, of that affirmance or any change in state law on the tax status of interest on the Series 2008 Bonds for state tax purposes or on the market value of the Series 2008 Bonds.

Prospective purchasers of the Series 2008 Bonds should consult their own tax advisers regarding pending or proposed federal and state tax legislation, the *Davis* case and other court proceedings, and prospective purchasers of the Series 2008 Bonds at other than their original issuance at the respective prices indicated on the cover of this Official Statement should also consult their own tax advisers regarding other tax considerations such as the consequences of market discount, as to all of which Bond Counsel expresses no opinion.

## **PART 12 — STATE NOT LIABLE ON THE SERIES 2008 BONDS**

The Act provides that notes and bonds of the Authority are not a debt of the State, that the State is not liable on them and that such notes and bonds are not payable out of any funds other than those of the Authority. The Resolution specifically provides that the Series 2008 Bonds are not a debt of the State and that the State is not liable on them.

## **PART 13 — COVENANT BY THE STATE**

The Act states that the State pledges and agrees with the holders of the Authority's notes and bonds that the State will not limit or alter the rights vested in the Authority to provide projects, to establish and collect rentals therefrom and to fulfill agreements with the holders of the Authority's notes and bonds or in any way impair the rights and remedies of the holders of such notes or bonds until such notes or bonds and interest thereon and all costs and expenses in connection with any action or proceeding by or on behalf of the holders of such notes or bonds are fully met and discharged. Notwithstanding the State's pledges and agreements contained in the Act, the State may in the exercise of its sovereign power enact or amend its laws which, if determined to be both reasonable and necessary to serve an important public purpose, could have the effect of impairing these pledges and agreements with the Authority and with the holders of the Authority's notes or bonds.

## **PART 14 — LEGAL MATTERS**

Certain legal matters incidental to the authorization and issuance of the Series 2008 Bonds by the Authority are subject to the approval of Squire, Sanders & Dempsey L.L.P., New York, New York, Bond Counsel, whose approving opinions will be delivered with the Series 2008 Bonds. The proposed form of Bond Counsel's opinion is set forth in Appendix F hereto.

Certain legal matters will be passed upon for the College by its Counsel, Bond, Schoeneck & King, PLLC, Syracuse, New York. Certain legal matters will be passed upon for the Underwriter by its counsel, Hiscock & Barclay, LLP, Albany, New York. Certain legal matters will be passed upon for the Bank by its counsel, Windels Marx Lane & Mittendorf, LLP, New York, New York.

There is not now pending any litigation restraining or enjoining the issuance or delivery of the Series 2008 Bonds or questioning or affecting the validity of the Series 2008 Bonds or the proceedings and authority under which they are to be issued.

## **PART 15 — UNDERWRITING**

RBC Capital Markets Corporation (the "Underwriter"), will agree, subject to certain conditions, to purchase the Series 2008 Bonds from the Authority at an aggregate purchase price of \$27,918,869.48 and to make a public offering of Series 2008 Bonds at prices that are not in excess of the public offering prices stated on the cover of this Official Statement. The Underwriter will be obligated to purchase all such Series 2008 Bonds if any are purchased.

The Series 2008 Bonds may be offered and sold to certain dealers (including the Underwriter) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

RBC Capital Markets Corporation is also serving as Remarketing Agent with respect to the Series 2008 Bonds.

## **PART 16 — VERIFICATION OF MATHEMATICAL COMPUTATIONS**

Causey Demgen & Moore, Inc., a firm of independent public accountants, will issue a report indicating that it has verified the mathematical accuracy of the mathematical computations of the adequacy of the amounts deposited with the Prior Trustee for the Refunded Bonds to pay the principal, interest and redemption price coming due on the Refunded Bonds on and prior to their respective maturity or redemption dates as described in “PART 5 — THE REFUNDING PLAN AND THE SERIES 2007 PROJECT.” Causey Demgen & Moore, Inc., will express no opinion on the reasonableness of the assumptions provided to it, the likelihood that the principal of and interest on the Series 2008 Bonds will be paid as described in the schedules provided to it, or the exclusion of the interest on the Series 2008 Bonds from gross income for federal income tax purposes.

## **PART 17 — CONTINUING DISCLOSURE**

The Series 2008 Bonds are, upon their issuance in the Weekly Rate Mode, exempt from Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, and the Authority, the College and the Bank will not be required to provide any continuing disclosure in accordance with the Rule.

## **PART 18 — RATINGS**

Moody’s Investors Service (“Moody’s”), is expected to assign a rating of “Aa2/VMIG1” to the Series 2008 Bonds, with the understanding that upon delivery of the Series 2008 Bonds, the Letter of Credit will be issued by the Bank. Such ratings reflect only the views of such organization and any desired explanation of the significance of such ratings should be obtained from Moody’s at 99 Church Street, New York, New York 10007. There is no assurance that such ratings will prevail for any given period of time or that they will not be revised downward or withdrawn entirely by any or all of such rating agencies if, in the judgment of any or all of them, circumstances so warrant. Any such downward revision or withdrawal of such rating or ratings may have an adverse effect on the market price of the Series 2008 Bonds.

## **PART 19 — MISCELLANEOUS**

References in this Official Statement to the Act, the Resolution, the Series 2008 Resolution, the Bond Series Certificate, the Loan Agreement, the Reimbursement Agreement, and the Letter of Credit do not purport to be complete. Refer to the Act, the Resolution, the Series 2008 Resolution, the Bond Series Certificate, the Loan Agreement, the Reimbursement Agreement and the Letter of Credit for full and complete details of their provisions. Copies of the Resolution, the Series 2008 Resolution, the Bond Series Certificate, the Loan Agreement, the Reimbursement Agreement and the Letter of Credit are on file with the Authority and the Trustee.

The agreements of the Authority with Holders of the Series 2008 Bonds are fully set forth in the Resolution. Neither any advertisement of the Series 2008 Bonds nor this Official Statement is to be construed as a contract with purchasers of the Series 2008 Bonds.

Any statements in this Official Statement involving matters of opinion, whether or not expressly stated, are intended merely as expressions of opinion and not as representations of fact.

The information regarding the College was supplied by the College. The Authority believes that this information is reliable, but the Authority makes no representations or warranties whatsoever as to the accuracy or completeness of this information.

The information regarding DTC and DTC’s book-entry only system has been furnished by DTC. The Authority believes that this information is reliable, but makes no representations or warranties whatsoever as to the accuracy or completeness of this information.

The information regarding the Bank and the Letter of Credit has been furnished by the Bank. No representation is made herein by the Authority, the College or the Underwriter as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

None of the Authority, the College or the Underwriter has made any independent investigation of the Bank or its Letter of Credit.

“Appendix A — Certain Definitions,” “Appendix C — Summary of Certain Provisions of the Loan Agreement,” “Appendix D — Summary of Certain Provisions of the Resolutions and the Bond Series Certificate” and “Appendix F — Form of Approving Opinions of Bond Counsel” have been prepared by Squire, Sanders & Dempsey L.L.P., New York, New York, Bond Counsel.

“Appendix B — Financial Statements of Barnard College and Independent Auditors’ Report” contains the audited financial statements of the College as of and for the year ended June 30, 2007 and the report of the College’s independent auditors, KPMG LLP, on such financial statements. The Independent Auditors’ Report includes an explanatory paragraph describing the adoption of the provisions of Financial Accounting Standards Board Statement No. 158 Employers’ Accounting for Defined Benefit Pension and Other Postretirement Plans, as of June 30, 2007.

“Appendix E — Summary of Certain Provisions of the Reimbursement Agreement” has been prepared by Windels Marx Lane & Mittendorf, LLP, New York, New York, Bank Counsel.

The College has reviewed the parts of this Official Statement describing the College, the Principal and Interest Requirements, the Refunding Plan and the Series 2007 Project, the Estimated Sources and Uses of Funds and Appendix B. The College, as a condition to issuance of the Series 2008 Bonds, is required to certify that as of the date of this Official Statement, such parts do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which the statements are made, not misleading.

The College has agreed to indemnify the Authority, the Underwriter and certain others against losses, claims, damages and liabilities arising out of any untrue statements or omissions of statements of any material fact as described in the preceding paragraph.

The execution and delivery of this Official Statement by an Authorized Officer have been duly authorized by the Authority.

**DORMITORY AUTHORITY OF  
THE STATE OF NEW YORK**

By:           /s/ David D. Brown, IV            
          Authorized Officer

**CERTAIN DEFINITIONS**

*Appendix A*

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## CERTAIN DEFINITIONS

The following are definitions of certain of the terms defined in the Resolution or Loan Agreement and used in this Official Statement.

**Accreted Value** means with respect to any Capital Appreciation Bond (i) as of any Valuation Date, the amount set forth for such date in the Series Resolution authorizing such Capital Appreciation Bond or the Bond Series Certificate relating thereto and (ii) as of any date other than a Valuation Date, the sum of (a) the Accreted Value on the preceding Valuation Date and (b) the product of (1) a fraction, the numerator of which is the number of days having elapsed from the preceding Valuation Date and the denominator of which is the number of days from such preceding Valuation Date to the next succeeding Valuation Date, calculated based on the assumption that Accreted Value accrues during any semiannual period in equal daily amounts on the basis of a year of twelve (12) thirty-day months, and (2) the difference between the Accreted Values for such Valuation Dates.

**Act** means the Dormitory Authority Act being Title 4 of Article 8 of the Public Authorities Law of the State, as amended, including without limitation by the Health Care Financing Construction Act, being Title 4-B of Article 8 of the Public Authorities Law of the State.

**Appreciated Value** means with respect to any Deferred Income Bond (i) as of any Valuation Date, the amount set forth for such date in the Series Resolution authorizing such Deferred Income Bond or the Bond Series Certificate relating thereto and (ii) as of any date other than a Valuation Date, the sum of (a) the Appreciated Value on the preceding Valuation Date and (b) the product of (1) a fraction, the numerator of which is the number of days having elapsed from the preceding Valuation Date and the denominator of which is the number of days from such preceding Valuation Date to the next succeeding Valuation Date, calculated based on the assumption that Appreciated Value accrues during any semiannual period in equal daily amounts on the basis of a year of twelve (12) thirty-day months, and (2) the difference between the Appreciated Values for such Valuation Dates, and (iii) as of any date of computation on and after the Interest Commencement Date, the Appreciated Value on the Interest Commencement Date.

**Arbitrage Rebate Fund** means the fund so designated and established by a Series Resolution pursuant to the Resolution.

**Authority** means the Dormitory Authority of the State of New York, a body corporate and politic constituting a public benefit corporation of the State created by the Act, or any body, agency or instrumentality of the State which shall hereafter succeed to the rights, powers, duties and functions of the Authority.

**Authority Fee** means the fee payable to the Authority consisting of all of the Authority's internal costs and overhead expenses attributable to the issuance of the Bonds of a Series and the construction of the Project, as more particularly described in Schedule B to the Loan Agreement and made a part of the Loan Agreement.

**Authorized Newspaper** means **The Bond Buyer** or any other newspaper of general circulation printed in the English language and customarily published at least once a day for at least five (5) days (other than legal holidays) in each calendar week in the Borough of Manhattan, City and State of New York, designated by the Authority.

**Authorized Officer** means (i) in the case of the Authority, the Chair, the Vice-Chair, the Treasurer, an Assistant Treasurer, the Secretary, an Assistant Secretary, the Executive Director, the Deputy Executive Director, the Chief Financial Officer, the Managing Director of Public Finance and Portfolio Monitoring, the Managing Director of Construction and the General Counsel, and when used with reference to any act or document also means any other person authorized by a resolution or the by-laws of the Authority to perform such act or execute such document; (ii) in the case of the College, when used with reference to any act or document, means the person or persons authorized by a resolution or the by-laws of the College to perform such act or execute such document; and (iii) in the case of the Trustee, the President, a Vice President, an Assistant Vice President, a Corporate Trust Officer, an Authorized Signatory, an Assistant Corporate Trust Officer, a Trust Officer or an Assistant Trust Officer

## *Appendix A*

of the Trustee, and when used with reference to any act or document also means any other person authorized to perform any act or sign any document by or pursuant to a resolution of the Board of Directors of the Trustee or the by-laws of the Trustee.

**Bond** or **Bonds** means any of the bonds of the Authority authorized and issued pursuant to the Resolution and to a Series Resolution, and for purposes of Appendix C, means the Series 2008 Bonds.

**Bond Counsel** means Squire, Sanders & Dempsey L.L.P. or an attorney or other law firm appointed by the Authority with respect to a Series of Bonds, having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds.

**Bond Series Certificate** means a certificate of an Authorized Officer of the Authority fixing terms, conditions and other details of Bonds of a Series in accordance with the delegation of power to do so under the Resolution or under a Series Resolution.

**Bond Year** means, unless otherwise stated in a Series Resolution, a period of twelve (12) consecutive months beginning July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

**Bondholder, Holder of Bonds** or **Holder** or any similar term, when used with reference to a Bond or Bonds of a Series, means the registered owner of any Bond.

**Book Entry Bond** means a Bond of a Series authorized to be issued, and issued to and registered in the name of, a Depository for the participants in such Depository or the beneficial owner of such Bond.

**Business Day** means, unless otherwise defined in connection with Bonds of a particular Series, any day which is not a Saturday, Sunday or a day on which the Trustee or banking institutions chartered by the State or the United States of America are legally authorized to close in The City of New York.

**Capital Appreciation Bond** means any Bond as to which interest is compounded on each Valuation Date for such Bond and is payable only at the maturity or prior redemption thereof.

**Code** means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

**College** means Barnard College, a corporation duly organized and existing under the laws of the State, which is an institution for higher education located in the State and authorized to confer degrees by law or by the Board of Regents of the State, or any successor thereto.

**Construction Fund** means the fund so designated and established pursuant to the Resolution.

**Continuing Disclosure Agreement** means the agreement, if any, entered into in connection with the issuance of one or more Series of Bonds, by and among the Authority, the College and the Trustee, or such other parties thereto designated at such times, providing for continuing disclosure.

**Contract Documents** means any general contract or agreement for the construction of the Project, notice to bidders, information for bidders, form of bid, general conditions, supplemental general conditions, general requirements, supplemental general requirements, bonds, plans and specifications, addenda, change orders, and any other documents entered into or prepared by or on behalf of the College relating to the construction of the Project, and any amendments to the foregoing.

**Cost** or **Costs of Issuance** means the items of expense incurred in connection with the authorization, sale and issuance of Bonds of a Series, which items of expenses shall include, but not be limited to, document printing and reproduction costs, filing and recording fees, costs of credit ratings, initial fees and charges of the Trustee, a Provider or a Depository, legal fees and charges, professional consultants' fees, fees and charges for execution, transportation and safekeeping of such Bonds, premiums, fees and charges for insurance on such Bonds, commitment fees or similar charges relating to a Credit Facility, a Liquidity Facility, an Interest Rate Exchange

Agreement or a Remarketing Agreement, costs and expenses in connection with the refunding of Bonds or other bonds or notes of the Authority, costs and expenses incurred pursuant to a remarketing agreement and other costs, charges and fees, including those of the Authority, in connection with the foregoing.

**Cost or Costs of the Project** means when used in relation to a Project the costs and expenses or the refinancing of costs and expenses determined by the Authority to be necessarily or appropriately incurred in connection with the Project, including, but not limited to, (i) costs and expenses of the acquisition of the title to or other interest in real property, including easements, rights-of-way and licenses, (ii) costs and expenses incurred for labor and materials and payments to contractors, builders and materialmen, for the acquisition, construction, reconstruction, rehabilitation, repair and improvement of the Project, (iii) the cost of surety bonds and insurance of all kinds, including premiums and other charges in connection with obtaining title insurance, that may be required or necessary prior to completion of the Project, which is not paid by a contractor or otherwise provided for, (iv) the costs and expenses for design, environmental inspections and assessments, test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction of the Project, (v) costs and expenses required for the acquisition and installation of equipment or machinery, (vi) all other costs which the College shall be required to pay or cause to be paid for the acquisition, construction, reconstruction, rehabilitation, repair, improvement and equipping of the Project, (vii) any sums required to reimburse the College or the Authority for advances made by them for any of the above items or for other costs incurred and for work done by them in connection with the Project (including interest on money borrowed from parties other than the College), (viii) interest on the Bonds of a Series, bonds, notes or other obligations of the Authority issued to finance Costs of the Project that accrued prior to, during and for a reasonable period after completion of the acquisition, construction, reconstruction, rehabilitation, repair, improvement or equipping of the Project, and (ix) fees, expenses and liabilities of the Authority incurred in connection with the Project or pursuant to the Resolution or to the Loan Agreement, a Credit Facility, a Liquidity Facility or a Remarketing Agreement in connection with Option Bonds or Variable Interest Rate Bonds.

**Credit Facility** means, with respect to a Series of Bonds, an irrevocable letter of credit, surety bond, loan agreement, or other agreement, facility or insurance or guaranty arrangement pursuant to which the Authority is entitled to obtain money to pay the principal and Sinking Fund Installments of and interest on particular Bonds whether or not the Authority is in default under the Resolution, which is issued or provided by:

- (i) a bank, a trust company, a national banking association, an organization subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, a savings bank or a saving and loan association;
- (ii) an insurance company or association chartered or organized under the laws of any state of the United States of America
- (iii) the Government National Mortgage Association or any successor thereto;
- (iv) the Federal National Mortgage Association or any successor thereto; or
- (v) any other federal agency or instrumentality approved by the Authority.

Any such Credit Facility may also constitute a Liquidity Facility if it also meets the requirements of the definition of a Liquidity Facility contained in the Resolution.

With respect to the Series 2008 Bonds, “Credit Facility” is the Letter of Credit issued by RBS Citizens, N.A. as used in connection with Series 2008 Bonds in the face amount of sufficient to pay the principal amount of Series 2008 Bonds and number of days of interest thereon as required by any Rating Agency rating the Series 2008 Bonds, in the form attached to the Reimbursement Agreement, or any Substitute Credit Facility delivered in

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accordance with the Bond Series Certificate. Any Credit Facility may also be a Liquidity Facility and the term “Credit Facility” as used in the 2008 Bond Series Certificate in connection with the purchase of Tendered Bonds shall be deemed to mean “Liquidity Facility” when the Credit Facility shall also serve as a Liquidity Facility. The initial Credit Facility for the Series 2008 Bonds is also the initial Liquidity Facility.

**Debt Service Fund** means the fund so designated and established by the Series Resolution pursuant to the Resolution.

**Defeasance Security** means:

(i) a Government Obligation of the type described in clauses (i), (ii), (iii) or (iv) of the definition of Government Obligation;

(ii) Federal Agency Obligations described in clauses (i) or (ii) of the definition of Federal Agency Obligation; and

(iii) an Exempt Obligation, provided such Exempt Obligation (i) is not subject to redemption prior to maturity other than at the option of the holder thereof or as to which irrevocable instructions have been given to the trustee of such Exempt Obligation by the obligor thereof to give due notice of redemption and to call such Exempt Obligation for redemption on the date or dates specified in such instructions and such Exempt Obligation is not otherwise subject to redemption prior to such specified date other than at the option of the holder thereof, (ii) is secured as to principal and interest and redemption premium, if any, by a fund consisting only of cash or Government Obligations, which fund may be applied only to the payment of such principal of and interest and redemption premium, if any, on such Exempt Obligation on the maturity date thereof or the redemption date specified in the irrevocable instructions referred to in clause (i) above, (iii) as to which the principal of and interest on the direct obligations of the United States of America which have been deposited in such fund, along with any cash on deposit in such fund, are sufficient to pay the principal of and interest and redemption premium, if any, on such Exempt Obligation on the maturity date or dates thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (i) above, and (iv) is rated by at least two Rating Services in the highest rating category for such Exempt Obligation;

**provided, however,** that (1) such term shall not include any interest in a unit investment trust or mutual fund or (2) any obligation that is subject to redemption prior to maturity other than at the option of the holder thereof.

**Deferred Income Bond** means any Bond as to which interest accruing thereon prior to the Interest Commencement Date of such Bond is compounded on each Valuation Date for such Deferred Income Bond, and as to which interest accruing after the Interest Commencement Date is payable semiannually on July 1 and January 1 of each Bond Year.

**Depository** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State, or its nominee, or any other person, firm, association or corporation designated in the Series Resolution authorizing a Series of Bonds or a Bond Series Certificate relating to a Series of Bonds to serve as securities depository for the Bonds of such Series.

**Event of Default**, when used in connection with the Resolution, means each event summarized in Appendix D under the heading “**Events of Default**” and, when used in connection with the Loan Agreement, means each event summarized in Appendix C under the heading “**Defaults and Remedies.**”

**Exempt Obligation** means:

(i) an obligation of any state or territory of the United States of America, any political subdivision of any state or territory of the United States of America, or any agency, authority,

public benefit corporation or instrumentality of such state, territory or political subdivision, the interest on which is excludable from gross income under Section 103 of the Code, which is not a “specified private activity bond” within the meaning of Section 57(a)(5) of the Code and which, at the time an investment therein is made or such obligation is deposited in any fund or account under the Resolution, is rated, without regard to qualification of such rating by symbols such as “+” or “-” and numerical notation, no lower than the second highest rating category for such obligation by at least two Rating Services;

(ii) a certificate or other instrument which evidences the beneficial ownership of, or the right to receive all or a portion of the payment of the principal of or interest on any of the foregoing; and

(iii) a share or interest in a mutual fund, partnership or other fund wholly comprised of any of the foregoing obligations.

**Federal Agency Obligation** means:

(i) an obligation issued by any federal agency or instrumentality approved by the Authority;

(ii) an obligation the principal of and interest on which are fully insured or guaranteed as to payment by a federal agency approved by the Authority;

(iii) a certificate or other instrument which evidences the beneficial ownership of, or the right to receive all or a portion of the payment of the principal of or interest on any of the foregoing; and

(iv) a share or interest in a mutual fund, partnership or other fund wholly comprised of any of the foregoing obligations.

**Government Obligation** means:

(i) a direct obligation of the United States of America;

(ii) an obligation the principal of and interest on which are fully insured or guaranteed as to payment of by the United States of America;

(iii) an obligation to which the full faith and credit of the United States of America are pledged;

(iv) a certificate or other instrument which evidences the beneficial ownership of, or the right to receive all or a portion of the payment of the principal of or interest on any of the foregoing; and

(v) a share or interest in a mutual fund, partnership or other fund wholly comprised of any of the foregoing obligations.

**Interest Commencement Date** means, with respect to any particular Deferred Income Bond, the date prior to the maturity date thereof specified in the Series Resolution authorizing such Bond or the Bond Series Certificate relating to such Bond, after which interest accruing on such Bond shall be payable on the interest payment date immediately succeeding such Interest Commencement Date and semiannually thereafter on July 1 and January 1 of each Bond Year.

**Interest Rate Exchange Agreement** means (i) an agreement entered into by the Authority or the College in connection with the issuance of or which relates to Bonds of a Series which provides that during the term of such

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agreement the Authority or the College is to pay to the counterparty thereto interest accruing at a fixed or variable rate per annum on an amount equal to a principal amount of such Bonds and that such counterparty is to pay to the Authority or the College an amount based on the interest accruing on a principal amount equal to the same principal amount of such Bonds at a fixed or variable rate per annum, in each case computed according to a formula set forth in such agreement, or that one shall pay to the other any net amount due under such agreement or (ii) interest rate cap agreements, interest rate floor agreements, interest rate collar agreements and any other interest rate related hedge agreements or arrangements.

**Investment Agreement** means a repurchase agreement or other agreement for the investment of money with a Qualified Financial Institution.

**Liquidity Facility** means, with respect to a Series of Bonds, an irrevocable letter of credit, a surety bond, a loan agreement, a Standby Purchase Agreement, a line of credit or other agreement or arrangement pursuant to which money may be obtained upon the terms and conditions contained therein for the purchase of such Bonds tendered for purchase in accordance with the terms of a Series Resolution authorizing such Bonds or a Bond Series Certificate relating to such Bonds, which is issued or provided by:

- (i) a bank, a trust company, a national banking association, an organization subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a savings bank, a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, a savings bank or a savings and loan association;
- (ii) an insurance company or association chartered or organized under the laws of any state of the United States of America;
- (iii) the Government National Mortgage Association or any successor thereto;
- (iv) the Federal National Mortgage Association or any successor thereto; or
- (v) any other federal agency or instrumentality approved by the Authority.

A Liquidity Facility may also be a Credit Facility. The Credit Facility on the Series 2008 Bonds is also the Liquidity Facility for such Bonds.

**Loan Agreement** means a Loan Agreement, by and between the Authority and the College in connection with the issuance of a Series of Bonds, as the same from time to time shall have been amended, supplemented or otherwise modified as permitted by the Resolution and by such Loan Agreement.

**Maximum Interest Rate** means, with respect to any particular Variable Interest Rate Bond, the numerical rate of interest, if any, set forth in the Series Resolution authorizing such Bond or the Bond Series Certificate relating to such Bond as the maximum rate at which such Bond may bear interest at any time.

**Minimum Interest Rate** means, with respect to any particular Variable Interest Rate Bond, a numerical rate of interest, if any, set forth in the Series Resolution authorizing such Bond or the Bond Series Certificate relating to such Bonds as the minimum rate at which such Bond may bear interest at any time.

**Option Bond** means any Bond of a Series which by its terms may be or is required to be tendered by and at the option of the Holder thereof for redemption by the Authority prior to the stated maturity thereof or for purchase by the Authority prior to the stated maturity thereof, or the maturity of which may be extended by and at the option of the Holder thereof in accordance with the Series Resolution authorizing such Bonds or the Bond Series Certificate related to such Bonds.



**Outstanding**, when used in reference to Bonds of a Series, means, as of a particular date, all Bonds of such Series authenticated and delivered under the Resolution and under any applicable Series Resolution except:

- (i) any Bond canceled by the Trustee at or before such date;
- (ii) any Bond deemed to have been paid in accordance with the Resolution;
- (iii) any Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered pursuant to the Resolution; and
- (iv) any Option Bond tendered or deemed tendered in accordance with the provisions of the Series Resolution authorizing such Bond or the Bond Series Certificate relating to such Bond on the applicable adjustment or conversion date, if interest thereon shall have been paid through such applicable date and the purchase price thereof shall have been paid or amounts are available for such payment as provided in the Resolution and in the Series Resolution authorizing such Bond or the Bond Series Certificate relating to such Bond.

**Paying Agent** means, with respect to a Series of Bonds, the Trustee and any other bank or trust company and its successor or successors, appointed pursuant to the provisions of the Resolution or of a Series Resolution, a Bond Series Certificate or any other resolution of the Authority adopted prior to authentication and delivery of such Series of Bonds for which such Paying Agent or Paying Agents shall be so appointed.

**Permitted Collateral** means:

- (i) Government Obligations described in clauses (i), (ii) or (iii) of the definition of Government Obligation;
- (ii) Federal Agency Obligations described in clauses (i) or (ii) of the definition of Federal Agency Obligation;
- (iii) commercial paper that (a) matures within two hundred seventy (270) days after its date of issuance, (b) is rated in the highest short term rating category by at least one Rating Service and (c) is issued by a domestic corporation whose unsecured senior debt is rated by at least one Rating Service no lower than in the second highest rating category; or
- (iv) financial guaranty agreements, surety or other similar bonds or other instruments of an insurance company that has an equity capital of at least \$125,000,000 and is rated by Bests Insurance Guide or a Rating Service in the highest rating category.

**Permitted Encumbrances** means when used in connection with a Project any of the following:

- (i) The lien of taxes and assessments which are not delinquent;
- (ii) The lien of taxes and assessments which are delinquent but the validity of which is being contested in good faith unless thereby the property or the interest of the Authority therein may be in danger of being lost or forfeited;
- (iii) Minor defects and irregularities in the title to such property which do not in the aggregate materially impair the use of such property for the purposes for which it is or may be reasonably be expected to be held;
- (iv) Easements, exceptions or reservations for the purpose of pipelines, telephone lines, telegraph lines, power lines and substations, roads, streets, alleys, highways, railroad purposes, drainage and sewerage purposes, dikes, canals, laterals, ditches, the removal of oil, gas, coal or other minerals, and other like purposes, or for the joint or common use of real property, facilities

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and equipment, which do not materially impair the use of such property for the purposes for which it is or may be reasonably be expected to be held;

(v) Any instrument recorded pursuant to Section 21 of the Loan Agreement summarized in Appendix C under the heading “**Restrictions on Religious Use**”; and

(vi) Such other encumbrances, defects and irregularities to which the prior written consent of the Authority and the Provider have been obtained.

**Permitted Investments** means any of the following:

(i) Government Obligations;

(ii) Federal Agency Obligations;

(iii) Exempt Obligations;

(iv) Uncollateralized certificates of deposit that are fully insured by the Federal Deposit Insurance Corporation and issued by a banking organization authorized to do business in the State;

(v) Collateralized certificates of deposit that are (a) issued by a banking organization authorized to do business in the State that has an equity capital of not less than \$125,000,000, whose unsecured senior debt, or debt obligations fully secured by a letter or credit, contract, agreement or surety bond issued by it, are rated by at least one Rating Service in at least the second highest rating category, and (b) fully collateralized by Permitted Collateral;

(vi) Investment Agreements that are fully collateralized by Permitted Collateral; and

(vii) A share or interest in a mutual fund, partnership or other fund wholly comprised of any of the foregoing obligations.

**Project** means the Project described in Schedule C to the Loan Agreement.

**Provider** means the issuer or provider of a Credit Facility or a Liquidity Facility.

**Provider Payments** means the amount, certified by a Provider to the Trustee, payable to such Provider by the College on account of amounts advanced by it under a Credit Facility or a Liquidity Facility, including interest on amounts advanced and fees and charges with respect thereto.

**Qualified Financial Institution** means any of the following entities that has an equity capital of at least \$125,000,000 or whose obligations are unconditionally guaranteed by an affiliate or parent having an equity capital of at least \$125,000,000:

(i) a securities dealer, the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation, and (a) that is on the Federal Reserve Bank of New York list of primary government securities dealers and (b) whose senior unsecured long term debt is at the time an investment with it is made is rated by at least one Rating Service no lower than in the second highest rating category, or, in the absence of a rating on long term debt, whose short term debt is rated by at least one Rating Service no lower than in the highest rating category for such short term debt; **provided, however**, that no short term rating may be utilized to determine whether an entity qualifies under this paragraph as a Qualified Financial Institution if the same would be inconsistent with the rating criteria of any Rating Service or credit criteria of an entity that provides a Credit Facility or financial guaranty agreement in connection with Outstanding Bonds of a Series;



(ii) a bank, a trust company, a national banking association, a corporation subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, a savings bank, a savings and loan association, an insurance company or association chartered or organized under the laws of the United States of America, any state of the United States of America or any foreign nation, whose senior unsecured long term debt is at the time an investment with it is made is rated by at least one Rating Service no lower than in the second highest rating category, or, in the absence of a rating on long term debt, whose short term debt is rated by at least one Rating Service no lower than in the highest rating category for such short term debt; **provided, however**, that no short term rating may be utilized to determine whether an entity qualifies under this paragraph as a Qualified Financial Institution if the same would be inconsistent with the rating criteria of any Rating Service or credit criteria of an entity that provides a Credit Facility or financial guaranty agreement in connection with Outstanding Bonds of a Series;

(iii) a corporation affiliated with or which is a subsidiary of any entity described in (i) or (ii) above or which is affiliated with or a subsidiary of a corporation which controls or wholly owns any such entity, whose senior unsecured long term debt is at the time an investment with it is made is rated by at least one Rating Service no lower than in the second highest rating category, or, in the absence of a rating on long term debt, whose short term debt is rated by at least one Rating Service no lower than in the highest rating category for such short term debt; **provided, however**, that no short term rating may be utilized to determine whether an entity qualifies under this paragraph as a Qualified Financial Institution if the same would be inconsistent with the rating criteria of any Rating Service or credit criteria of an entity that provides a Credit Facility or financial guaranty agreement in connection with Outstanding Bonds of a Series;

(iv) the Government National Mortgage Association or any successor thereto, the Federal National Mortgage Association or any successor thereto, or any other federal agency or instrumentality approved by the Authority; or

(v) a corporation whose obligations, including any investments of any money held under the Resolution purchased from such corporation, are insured by an insurer that meets the applicable rating requirements set forth above.

**Rating Service** each of Moody's Investors Service, Inc., Standard & Poor's Rating Services, and Fitch, Inc., in each case, which has assigned a rating to Outstanding Bonds at the request of the Authority, or their respective successors and assigns.

**Record Date** means, unless a Series Resolution authorizing Variable Interest Rate Bonds or Option Bonds or a Bond Series Certificate relating thereto provides otherwise with respect to such Variable Interest Rate Bonds or Option Bonds, the fifteenth (15th) day (whether or not a Business Day) of the calendar month next preceding an interest payment date.

**Redemption Price**, when used with respect to a Bond of a Series, means the principal amount of such Bond plus the applicable premium, if any, payable upon redemption prior to maturity thereof pursuant to the Resolution or to the applicable Series Resolution or Bond Series Certificate.

**Refunding Bonds** means all Bonds, whether issued in one or more Series of Bonds, authenticated and delivered on original issuance pursuant to the Resolution, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Resolution.

**Remarketing Agent** means the person appointed by or pursuant to a Series Resolution authorizing the issuance of Option Bonds to remarket such Option Bonds tendered or deemed to have been tendered for purchase in accordance with such Series Resolution or the Bond Series Certificate relating to such Option Bonds.

## *Appendix A*

**Remarketing Agreement** means, with respect to Option Bonds of a Series, an agreement either between the Authority and the Remarketing Agent, or among the Authority, the College and the Remarketing Agent, relating to the remarketing of such Bonds.

**Resolution** means the Authority's Barnard College Revenue Bond Resolution, adopted by the Authority March 26, 2008, as from time to time amended or supplemented by Supplemental Resolutions or Series Resolutions in accordance with the terms and provisions thereof.

**Revenues** means, with respect to a Series of Bonds, all payments received or receivable by the Authority that pursuant to the applicable Loan Agreement are required to be paid to the Trustee for such Series of Bonds (except payments to the Trustee for the administrative costs and expenses or fees of the Trustee and payments to the Trustee for deposit to the Arbitrage Rebate Fund).

**Series** means all of the Bonds authenticated and delivered on original issuance and pursuant to the Resolution and to the Series Resolution authorizing such Bonds as a separate Series of Bonds or a Bond Series Certificate, and any Bonds of such Series thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to the Resolution, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

**Series Resolution** means a resolution of the Authority authorizing the issuance of a Series of Bonds adopted by the Authority pursuant to the Resolution.

**Series 2008 Bonds** means the Bonds authorized by Article II of the Series 2008 Resolution.

**Series 2008 Resolution** means the Barnard College Series 2008 Resolution Authorizing Up To \$29,500,000 Revenue Bonds, Series 2008.

**Sinking Fund Installment** means, with respect to a Series of Bonds, as of any date of calculation:

(i) when used with respect to any Bonds of such Series, other than Option Bonds or Variable Interest Rate Bonds, so long as any such Bonds are Outstanding, the amount of money required by the Series Resolution pursuant to which such Bonds were issued or by the Bond Series Certificate relating thereto to be paid on a single future July 1 for the retirement of any Outstanding Bonds of said Series which mature after said future July 1, but does not include any amount payable by the Authority by reason only of the maturity of a Bond, and said future July 1 is deemed to be the date when a Sinking Fund Installment is payable and the date of such Sinking Fund Installment and said Outstanding Bonds are deemed to be Bonds entitled to such Sinking Fund Installment; and

(ii) when used with respect to Option Bonds or Variable Interest Rate Bonds of a Series, so long as such Bonds are Outstanding, the amount of money required by the Series Resolution pursuant to which such Bonds were issued or by the Bond Series Certificate relating thereto to be paid on a single future date for the retirement of any Outstanding Bonds of said Series which mature after said future date, but does not include any amount payable by the Authority by reason only of the maturity of a Bond, and said future date is deemed to be the date when a Sinking Fund Installment is payable and the date of such Sinking Fund Installment and said Outstanding Option Bonds or Variable Interest Rate Bonds of such Series are deemed to be Bonds entitled to such Sinking Fund Installment.

**Standby Purchase Agreement** means, with respect to a Series of Bonds, an agreement pursuant to which a person is obligated to purchase an Option Bond or a Variable Interest Rate Bond tendered for purchase.

**State** means the State of New York.

**Substitute Credit Facility** means a Credit Facility delivered to the Trustee in accordance with the 2008 Bond Series Certificate upon the expiration or earlier termination of a Credit Facility.

**Supplemental Resolution** means any resolution of the Authority amending or supplementing the Resolution, any Series Resolution or any Supplemental Resolution adopted and becoming effective in accordance with the terms and provisions of the Resolution.

**Tax Certificate** means each certificate of the Authority, including the appendices, schedules and exhibits thereto, executed in connection with the issuance of Bonds in which the Authority makes representations and agreements as to arbitrage and compliance with the provisions of Sections 141 through 150, inclusive, of the Internal Revenue Code of 1986, or any similar certificate, agreement or other instrument made, executed and delivered in lieu of said certificate, in each case as the same may be amended or supplemented.

**Term Bonds** means, with respect to a Series of Bonds, the Bonds so designated in a Series Resolution or a Bond Series Certificate and payable from Sinking Fund Installments.

**Trustee** means the bank or trust company appointed as Trustee for a Series of Bonds pursuant to a Series Resolution or Bond Series Certificate delivered under the Resolution and having the duties, responsibilities and rights provided for in the Resolution with respect to such Series, and its successor or successors and any other bank or trust company which may at any time be substituted in its place pursuant to the Resolution.

**Valuation Date** means (i) with respect to any Capital Appreciation Bond, each date set forth in the Series Resolution authorizing such Capital Appreciation Bond or in the Bond Series Certificate relating to such Bond on which a specific Accreted Value is assigned to such Capital Appreciation Bond, and (ii) with respect to any Deferred Income Bond, the date or dates prior to the Interest Commencement Date and the Interest Commencement Date set forth in the Series Resolution authorizing such Bond or in the Bond Series Certificate relating to such Bond on which specific Appreciated Values are assigned to such Deferred Income Bond.

**Variable Interest Rate** means the rate or rates of interest to be borne by a Series of Bonds or any one or more maturities within a Series of Bonds which is or may be varied from time to time in accordance with the method of computing such interest rate or rates specified in the Series Resolution authorizing such Bonds or the Bond Series Certificate relating to such Bonds and which shall be based on:

(i) a percentage or percentages or other function of an objectively determinable interest rate or rates (e.g., a prime lending rate) which may be in effect from time to time or at a particular time or times; or

(ii) a stated interest rate that may be changed from time to time as provided in such Series Resolution or Bond Series Certificate;

*provided, however,* that in each case such variable interest rate may be subject to a Maximum Interest Rate and a Minimum Interest Rate as provided in the Series Resolution authorizing such Bonds or the Bond Series Certificate relating thereto, and that Series Resolution or Bond Series Certificate shall also specify either (x) the particular period or periods of time or manner of determining such period or periods of time for which each variable interest rate shall remain in effect or (y) the time or times at which any change in such variable interest rate shall become effective or the manner of determining such time or times.

**Variable Interest Rate Bond** means any Bond of a Series which bears a Variable Interest Rate; **provided, however,** that a Bond the interest rate on which shall have been fixed for the remainder of the term thereof shall no longer be a Variable Interest Rate Bond.

## 2008 Bond Series Certificate Definitions

The following section of this Appendix A contains definitions of certain terms used in the forepart of this Official Statement, primarily under the caption “PART 3 – THE SERIES 2008 BONDS.” The definitions have been taken from the 2008 Bond Series Certificate and are not to be considered a full statement of all terms used in the 2008 Bond Series Certificate and, accordingly, are qualified by reference to and are subject to the 2008 Bond Series Certificate, a copy of which is on file with the Authority and the Trustee.

**Authorized Denominations** means (i) during any Daily Rate Period or any Weekly Rate Period, \$100,000 or any integral multiple of \$5,000 in excess thereof, and (ii) during any Term Rate Period or the Fixed Rate Period, \$5,000 or any integral multiple thereof.

**Available Moneys** means:

(i) proceeds of any Series of Bonds, including, without limitation, Refunding Bonds, or proceeds of other bonds, notes or obligations, issued to refund the Series 2008 Bonds expressly available to pay the principal or Redemption Price of or interest on the Series 2008 Bonds, provided that, as to such proceeds, an opinion of counsel experienced in bankruptcy matters is delivered to the Trustee and each Rating Service then rating the Series 2008 Bonds to the effect that the payment of such proceeds to the holders of the Bonds the Series 2008 Bonds would not constitute transfers avoidable under 11 U.S.C. § 547(b) and recoverable from the holders of the Series 2008 Bonds under 11 U.S.C. § 550(a) if the Authority or the College were the debtor in a case under the Bankruptcy Code;

(ii) money derived from drawings under any Credit Facility or Liquidity Facility relating to the Series 2008 Bonds and the investment earnings thereon that are not commingled with any other moneys,

(iii) with respect to Option Bonds, moneys derived from the remarketing of such Bonds that are directly paid to or held by the Tender Agent for the payment of the Purchase Price of such Bonds in accordance herewith,

(iv) money held by the Trustee (other than in the Arbitrage Rebate Fund or the Credit Facility Repayment Fund) and subject to a first-priority perfected lien under the Resolution for a period of at least 123 days (or, in the case of any money provided by a person that is an “insider” of the College under 11 U.S.C. §101(31), one year) and not commingled with any moneys so held for less than said period and during which period no petition in bankruptcy was filed by or against, and no receivership, insolvency, assignment for the benefit of creditors or other similar proceeding has been commenced by or against, the Authority or any College unless such petition or proceeding was dismissed and all applicable appeal periods have expired without an appeal having been filed, and the investment earnings thereon, that are not commingled with any other moneys, or

(v) any money as to which an opinion of counsel experienced in bankruptcy matters is delivered to the Trustee and each Rating Service then rating the Bonds to the effect that the payment of such moneys to the holders of the Bonds as debt service or as the Purchase Price would not constitute transfers avoidable under 11 U.S.C. § 547(b) and recoverable from the holders of the Bonds under 11 U.S.C. § 550(a) if the Authority or an College were the debtor in a case under the Bankruptcy Code.

**Business Day** in addition to the meaning set forth above, also means any day other than a Saturday, Sunday or other day on which the New York Stock Exchange is closed or on which banks are authorized to be closed in the City of New York, New York, or the cities in which the principal office of the Trustee, the Provider, the Tender Agent or the Remarketing Agent are located.

**Certificate of Determination** means a certificate of an Authorized Officer of the Authority executed upon the Conversion of Series 2008 Bonds out of a Rate Mode to an Initial Rate Period, if any, prior to the Conversion of Series 2008 Bonds to a Daily Rate Mode or a Weekly Rate Mode, setting forth the Initial Rate, the Initial Rate Period, the first Interest Payment Date if other than a date on which interest would otherwise be payable hereunder, and the matters required by the 2008 Bond Series Certificate relating to a Credit Facility, if applicable.

**Conversion** means a change in the Rate Mode of a Series 2008 Bond made in accordance with the provisions of the 2008 Bond Series Certificate.

**Conversion Date** means the day on which a Series 2008 Bond is converted from one Rate Mode to a different Rate Mode or was proposed to be converted from one Rate Mode to another Rate Mode in accordance with the provisions of the 2008 Bond Series Certificate.

**Conversion Notice** means a notice given pursuant to the 2008 Bond Series Certificate.

**Daily Rate** shall have the meaning given such term in the 2008 Bond Series Certificate.

**Daily Rate Mode** means a Rate Mode during which the Series 2008 Bonds bear interest at the Daily Rate.

**Daily Rate Period** means a period beginning on a Conversion Date or on a Business Day and extending to, but not including, the next succeeding Business Day, during which Series 2008 Bonds in the Daily Rate Mode bear interest at the Daily Rate.

**Fixed Rate** shall have the meaning given such term in the 2008 Bond Series Certificate.

**Fixed Rate Mode** means a Rate Mode during which the Series 2008 Bonds bear interest at the Fixed Rate.

**Fixed Rate Period** means the period from and including the Conversion Date and extending to and including the date of maturity of a Series 2008 Bonds in the Fixed Rate Mode.

**Initial Rate** means the rate per annum at which a Series 2008 Bond will bear interest during the Initial Rate Period, as set forth in a Certificate of Determination.

**Initial Rate Period** means with respect to any Conversion in which one Rate Mode ends and another Rate Mode begins, the period commencing on a Conversion Date and extending to and including the date set forth in a Certificate of Determination as the last day of such Initial Rate Period.

**Interest Payment Date** means (i) during any Daily Rate Period or Weekly Rate Period, the first Business Day of each month, and (ii) during any Term Rate Period or the Fixed Rate Period, each January 1 and July 1; **provided, however**, that if so provided in a Certificate of Determination the first Interest Payment Date may be a date that is different from the date on which interest would otherwise be payable; **provided, further**, that interest on Pledged Bonds will be payable at the times required by the Reimbursement Agreement. If any such date is not a Business Day, the Interest Payment Date shall be the succeeding Business Day.

**Liquidity Facility** has the meaning given such term in the Resolution. A Liquidity Facility may also be a Credit Facility. The initial Credit Facility is also the initial Liquidity Facility.

**Mandatory Tender Date** means any date on which a Series 2008 Bond is required to be tendered for purchase in accordance with the 2008 Bond Series Certificate.

**Maximum Rate** means the lesser of 12% per annum and the Maximum Lawful Rate calculated in the same manner as interest is calculated for the particular interest rate on the Series 2008 Bonds.

**Maximum Lawful Rate** means the maximum rate of interest on the relevant obligation permitted by applicable law.

**Optional Tender Date** means any Business Day during a Daily Rate Period or a Weekly Rate Period.

**Pledged Bond** has the meaning given such term in the Reimbursement Agreement.



## *Appendix A*

**Pledged Bond Rate** means the per annum rate of interest applicable to Pledged Bonds as provided in the Reimbursement Agreement.

**Provider** when used in connection with any particular Series 2008 Bonds means the provider of a Liquidity Facility for such Series 2008 Bonds delivered in accordance with the provisions of the 2008 Bond Series Certificate.

**Purchase Account** means the account so designated and established within the Purchase and Remarketing Fund pursuant to the 2008 Bond Series Certificate.

**Purchase and Remarketing Fund** means the Purchase and Remarketing Fund established pursuant to the Series 2008 Resolution and the 2008 Bond Series Certificate.

**Purchase Price** means:

(i) when used in relation to Tendered Bonds, other than Series 2008 Bonds tendered upon a Conversion from a Term Rate Mode, an amount equal to

(a) 100% of the principal amount of any Series 2008 Bond tendered or deemed tendered to the Tender Agent for purchase pursuant to the 2008 Bond Series Certificate or

(b) the amount payable to the registered owner of a Pledged Bond following receipt by such owner of a purchase notice from the Remarketing Agent; and

(ii) when used in relation to Tendered Bonds mandatorily tendered pursuant to the 2008 Bond Series Certificate upon Conversion from a Term Rate Mode on a date other than a Reset Date, an amount equal to the Redemption Price that would be payable if such Series 2008 Bonds had been called for redemption on the Conversion Date;

plus in each case accrued and unpaid interest thereon to the date of purchase; **provided, however**, that, in each case, if the date of purchase is an Interest Payment Date, then the Purchase Price shall not include accrued and unpaid interest, which shall be paid to the Holder of record on the applicable Record Date.

**Rate** means any Initial Rate, Daily Rate, Weekly Rate, Term Rate, Pledged Bond Rate or Fixed Rate.

**Rate Mode** means the Daily Rate Mode, Weekly Rate Mode, Term Rate Mode or Fixed Rate Mode.

**Rate Period** means any Initial Rate Period, Daily Rate Period, Weekly Rate Period, Term Rate Period or Fixed Rate Period.

**Reimbursement Agreement** means the agreement pursuant to which the provider of a Credit Facility (and Liquidity Facility, if applicable) has agreed to provide the Credit Facility (and Liquidity Facility, if applicable), and initially means the Reimbursement Agreement dated as of April 1, 2008 between RBS Citizens, N.A. and the College, pursuant to which the initial Provider has agreed to provide the initial Credit Facility and the initial Liquidity Facility.

**Remarketing Agent** when used in connection with the Series 2008 Bonds in the Daily Rate Mode, the Weekly Rate Mode or the Term Rate Mode means the remarketing agent for such Series 2008 Bonds appointed and serving in such capacity pursuant to the 2008 Bond Series Certificate and initially means RBC Capital Markets or any successor remarketing agent.

**Remarketing Agreement** when used in connection with the Series 2008 Bonds means the Remarketing Agreement by and between the Authority, the College and the Remarketing Agent for such Series 2008 Bonds, as the same may be amended or supplemented from time to time in accordance with the provisions thereof, and initially means the Remarketing Agreement dated as of April 24, 2008 between RBC Capital Markets, the Authority and the

College, or any subsequent agreement relating to the powers, duties and obligations of a successor remarketing agent.

**Remarketing Proceeds Account** means the account so designated and established within the Purchase and Remarketing Fund pursuant to the 2008 Bond Series Certificate.

**Reset Date** means, with respect to the Series 2008 Bonds in a Daily Rate Mode, a Weekly Rate Mode or a Term Rate Mode, the date on which the interest rate borne by such Series 2008 Bond is to be determined in accordance with the provisions of the 2008 Bond Series Certificate, provided however, that with respect to the Series 2008 Bonds in the Term Rate Mode, a Reset Date at the end of a Term Rate Period must be an Interest Payment Date.

**SIFMA Municipal Index** means the SIFMA Municipal Swap Index disseminated by Municipal Market Data, a Thomson Financial Services Company or its successor; or, if at the time a Rate is to be determined, Municipal Market Data has not provided the relevant information on the SIFMA Municipal Swap Index for the most recent Thursday, then the rate determined by Municipal Market Data on the Wednesday next preceding the beginning of the Rate Period for which such Rate is to be determined.

**Tender Date** means each Optional Tender Date or Mandatory Tender Date.

**Tendered Bond** means a Series 2008 Bond or portion thereof in an Authorized Denomination mandatorily tendered or tendered at the option of the Holder thereof for purchase in accordance with the 2008 Bond Series Certificate, including a Series 2008 Bond or portion thereof deemed tendered, but not surrendered on the applicable Tender Date.

**Term Rate** shall have the meaning given such term in the 2008 Bond Series Certificate.

**Term Rate Mode** means a Rate Mode designated as such in a Conversion Notice in which a Series 2008 Bond in such Rate Mode bears interest at a Term Rate.

**Term Rate Period** means a period commencing on the Conversion Date or a Reset Date and extending to and including the next succeeding Reset Date, which Reset Date must be a Business Day at least 365 days from such Conversion Date or Reset Date.

**2008 Bond Series Certificate** means the Bond Series Certificate made and executed pursuant to Section 2.03 of the Series 2008 Resolution.

**Weekly Rate** shall have the meaning given such term in the 2008 Bond Series Certificate.

**Weekly Rate Mode** means a Rate Mode in which a Series 2008 Bond in such Rate Mode bears interest at a Weekly Rate.

**Weekly Rate Period** means a period commencing on a Conversion Date or the Thursday of a calendar week and extending to and including the next succeeding Wednesday.

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**FINANCIAL STATEMENTS OF BARNARD COLLEGE,  
AND INDEPENDENT AUDITORS' REPORT**

*Appendix B*

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**BARNARD COLLEGE**

Financial Statements

June 30, 2007

(With Independent Auditors' Report Thereon)

**BARNARD COLLEGE**

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KPMG LLP  
345 Park Avenue  
New York, NY 10154

## Independent Auditors' Report

The Board of Trustees  
Barnard College:

We have audited the accompanying balance sheet of Barnard College (the College) as of June 30, 2007, and the related statements of activities and cash flows for the year then ended. These financial statements are the responsibility of the College's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year's summarized comparative information has been derived from the College's 2006 financial statements and, in our report dated October 12, 2006, we expressed an unqualified opinion on those statements.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the College's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Barnard College as of June 30, 2007, and the changes in its net assets and its cash flows for the year then ended in conformity with U.S. generally accepted accounting principles.

As discussed in note 7 to the financial statements, the College adopted the provisions of Financial Accounting Standards Board Statement No. 158, *Employers' Accounting for Defined Benefit Pension and Other Postretirement Plans*, as of June 30, 2007.

KPMG LLP

November 5, 2007

**BARNARD COLLEGE**

Balance Sheet

June 30, 2007

(with comparative amounts as of June 30, 2006)

<b>Assets</b>	<b>2007</b>	<b>2006</b>
Cash and cash equivalents	\$ 19,140,692	6,731,481
Short-term investments	3,989,680	11,252,022
Student accounts receivable (net of allowance of \$10,200 in 2007 and \$12,500 in 2006)	94,947	170,699
Student notes receivable (net of allowance of \$485,500 in 2007 and \$399,400 in 2006)	3,828,026	3,938,581
Grants, bequests, and other receivables	4,070,522	3,966,839
Pledges receivable, net (note 3)	25,584,867	29,380,347
Other assets	3,878,440	3,095,128
Investments – long-term (note 4)	215,849,389	181,236,482
Funds held by bond trustee (note 8)	6,021,286	4,188,934
Property, plant, and equipment, net (note 5)	95,595,930	92,815,710
Total assets	<u>\$ 378,053,779</u>	<u>336,776,223</u>
<b>Liabilities and Net Assets</b>		
Liabilities:		
Accounts payable and accrued expenses	\$ 13,020,200	8,666,815
Deferred revenues	3,955,912	3,190,309
Liability under split-interest agreements	5,696,561	5,541,260
Refundable government loan program	2,266,258	2,355,961
Postretirement benefits obligation (note 7)	8,188,857	5,905,559
Asset retirement obligation (note 6)	1,588,870	1,501,791
Long-term obligations (note 8)	53,249,740	53,808,189
Total liabilities	<u>87,966,398</u>	<u>80,969,884</u>
Net assets (note 11):		
Unrestricted	75,028,993	69,041,525
Temporarily restricted	108,229,145	87,279,855
Permanently restricted	106,829,243	99,484,959
Total net assets	<u>290,087,381</u>	<u>255,806,339</u>
Total liabilities and net assets	<u>\$ 378,053,779</u>	<u>336,776,223</u>

See accompanying notes to financial statements.

**BARNARD COLLEGE**

Statement of Activities

Year ended June 30, 2007

(with summarized financial information for the year ended June 30, 2006)

	2007			2006 Total
	Unrestricted	Temporarily restricted	Permanently restricted	
Operating revenue:				
Tuition and fees	\$ 74,195,809	—	—	68,892,790
Less financial aid allowance	(22,558,115)	—	—	(19,836,135)
Net tuition and fees	51,637,694	—	—	49,056,655
State appropriations	264,646	—	—	238,911
Investment return designated for current operations (note 4)	3,653,187	5,423,813	—	9,077,000
Other investment income	1,817,631	388,059	—	1,393,876
Federal grants and contracts	3,320,950	—	—	2,664,005
State grants	916,382	—	—	703,745
Private gifts and grants	6,416,909	4,018,454	—	18,547,234
Auxiliary enterprises	24,500,721	—	—	23,265,006
Other sources	620,999	67,177	—	672,647
Net assets released from restrictions (note 12)	8,482,627	(8,482,627)	—	—
Total operating revenue	101,631,746	1,414,876	—	105,619,079
Operating expenses:				
Instruction	37,798,946	—	—	37,046,656
Research	3,884,271	—	—	3,277,206
Public service	1,065,102	—	—	910,429
Academic administration	6,609,948	—	—	6,248,037
Student services	11,698,277	—	—	10,387,891
Institutional support	18,788,145	—	—	18,786,574
Auxiliary enterprises	26,078,469	—	—	23,894,163
Total operating expenses	105,923,158	—	—	100,550,956
(Deficiency) excess of operating revenue over operating expenses	(4,291,412)	1,414,876	—	5,068,123
Nonoperating activities:				
Investment return in excess of amount appropriated for operations (note 4)	9,620,312	16,550,356	—	10,020,238
Contributions for endowment and split-interest agreements	—	631,643	7,234,139	5,432,455
Contributions for plant improvements	—	5,249,892	—	6,831,993
Net assets released for plant improvements	2,363,751	(2,363,751)	—	—
Change in donor designations	—	(110,145)	110,145	—
Changes in value of split-interest agreements	—	(423,581)	—	(79,468)
Total nonoperating activities	11,984,063	19,534,414	7,344,284	22,205,218
Increase in net assets before effect of adoption of SFAS No. 158 and cumulative effect of change in accounting principle	7,692,651	20,949,290	7,344,284	27,273,341
Effect of adoption of SFAS No. 158 (note 7)	(1,705,183)	—	—	—
Cumulative effect of change in accounting principle (note 6)	—	—	—	(1,215,231)
Increase in net assets	5,987,468	20,949,290	7,344,284	26,058,110
Net assets – beginning of year	69,041,525	87,279,855	99,484,959	229,748,229
Net assets – end of year	\$ 75,028,993	108,229,145	106,829,243	255,806,339

See accompanying notes to financial statements.

**BARNARD COLLEGE**

Statement of Cash Flows

Year ended June 30, 2007

(with comparative amounts for the year ended June 30, 2006)

	<u>2007</u>	<u>2006</u>
Cash flows from operating activities:		
Increase in net assets	\$ 34,281,042	26,058,110
Adjustments to reconcile increase in net assets:		
Net cash provided by (used in) operating activities:		
Effect of adoption of SFAS No. 158	1,705,183	—
Cumulative effective of change in accounting principle	—	1,215,231
Contributions for endowment and split-interest agreements	(7,865,782)	(5,432,455)
Contributions for plant improvements	(5,249,892)	(6,831,993)
Net gain on investments – long-term	(32,839,845)	(16,293,698)
Accretion of asset retirement obligation	87,079	88,342
Depreciation and amortization	8,725,923	6,723,615
Changes in assets and liabilities:		
Student accounts receivable	75,752	(57,226)
Other receivables	(103,683)	(1,855,232)
Pledges receivable	1,634,688	(5,420,453)
Other assets	(841,884)	421,869
Accounts payable and accrued expenses	1,718,589	(3,074,309)
Refundable government loan program	40,712	55,717
Deferred revenue	765,603	497,277
Postretirement benefits payable	578,115	559,969
Net cash provided by (used in) operating activities	<u>2,711,600</u>	<u>(3,345,236)</u>
Cash flows from investing activities:		
Purchase of investments	(230,327,175)	(164,639,581)
Proceeds from the sale of investments	236,206,924	153,933,489
Building renovations and purchase of equipment	(11,391,845)	(32,986,645)
Increase in accounts payable and accrued expenses related to purchase of property, plant, and equipment	2,244,327	—
Student loans granted	(598,814)	(710,874)
Student loans repaid	578,954	519,512
Net cash used in investing activities	<u>(3,287,629)</u>	<u>(43,884,099)</u>
Cash flows from financing activities:		
(Increase) decrease in funds held by bond trustees	(1,832,352)	25,168,032
Payment of principal notes and bonds payable	(1,114,175)	(934,113)
Deposit from bond underwriter	500,000	—
Increase in liability under split-interest agreements	155,301	54,316
Contributions for endowment and split-interest agreements	7,686,285	6,534,939
Contributions for plant improvements	7,590,181	8,245,955
Net cash provided by financing activities	<u>12,985,240</u>	<u>39,069,129</u>
Net change in cash and cash equivalents	12,409,211	(8,160,206)
Cash and cash equivalents – beginning of year	<u>6,731,481</u>	<u>14,891,687</u>
Cash and cash equivalents – end of year	\$ <u>19,140,692</u>	\$ <u>6,731,481</u>
Supplemental disclosures of cash flow information:		
Cash paid during the year for interest	\$ 1,940,136	2,542,196
Assets under capital leases	—	880,125

See accompanying notes to financial statements.



## BARNARD COLLEGE

### Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

#### (1) Organization

Barnard College (the College) is a not-for-profit independent liberal arts college for women. The College is exempt from federal income taxes under the provisions of Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3).

#### (2) Summary of Significant Accounting Policies

##### (a) Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting. Net assets of the College and changes therein are classified and reported as follows:

*Unrestricted net assets* – Net assets that are not subject to donor-imposed stipulations.

*Temporarily restricted net assets* – Net assets subject to donor-imposed stipulations that will be met by actions of the College and/or the passage of time.

*Permanently restricted net assets* – Net assets subject to donor-imposed stipulations that they be maintained permanently by the College. Generally, the donors of these assets permit the College to use all or part of the income and gains on related investments for general or specific purposes.

Revenues are reported as increases in unrestricted net assets unless their use is limited by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investments and other assets are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation or by law. Expirations of temporary restrictions on net assets, that is, the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed, are reported as net assets released from restrictions.

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##### (b) Contributions

Contributions, including unconditional promises to give (pledges), are reported as revenues in the period received or pledged. Pledges, less an allowance for uncollectible amounts, are recorded as receivables at the net present value, determined using a discount rate commensurate with the rate on U.S. Treasury securities, whose maturities correspond to the maturities of the pledges. Amortization of the discount is recorded as additional contribution revenue in accordance with the donor-imposed restrictions, if any. Restricted pledges are reported as additions to the appropriate restricted net assets class. Contributions of cash or other assets that must be used to acquire or construct long-lived assets are reported as temporarily restricted net assets until the assets are placed in service.

##### (c) Cash and Cash Equivalents

Cash and cash equivalents include highly liquid debt instruments with original maturities of 90 days or less. Such debt instruments are held by the College for operating and capital funding purposes.

**BARNARD COLLEGE**

Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

**(d) Short-Term Investments**

Short-term investments include debt instruments with original maturities greater than 90 days, which are used for operating activities. These investments are reported at fair value based on quoted market prices.

**(e) Investments – Long-Term**

Investments in equity securities with readily determinable fair values and all investments in debt securities are reported at fair value based upon quoted market prices. Alternative investments are reflected at fair value as reported by the investment managers or general partners, which may differ significantly from the values that would have been reported had a ready market for these investments existed. The College reviews and evaluates the values provided by the investment managers or general partners and agrees with the valuation methods and assumptions used in determining the fair value of the alternative investments.

The College follows the provisions of Statement of Financial Accounting Standards (SFAS) No. 133, *Accounting for Derivative Instruments and Hedging Activities*, as amended by SFAS No. 149, *Amendment of Statement 133 on Derivative Instruments and Hedging Activities*. SFAS Nos. 133 and 149 require that all derivative financial instruments be recognized in the financial statements and measured at fair value regardless of the purpose or the intent for holding them. From time to time, investment managers may invest in derivative instruments such as futures, forwards, options, and swaps. The fair value of the derivatives held is based upon values provided by a third-party financial institution, which is reviewed by management for reasonableness.

All investment transactions are recorded on a trade-date basis.

**(f) Student Accounts Receivable**

Student accounts receivable are reported at the estimated net realizable amount.

**(g) Student Notes Receivable**

Student notes receivable are loans to students, which are made from the College's restricted loan funds and the Federal Perkins Loan Program. The notes are reported at the estimated net realizable value. A reasonable estimate of the fair value of student notes receivable could not be made because the loans are not saleable and can only be assigned to the U.S. government or its designees.

**(h) Property, Plant, and Equipment**

Property, plant, and equipment are stated at cost or, in the case of gifts, at fair value at the date of the gift. Depreciation and amortization are computed on the straight-line basis over the estimated useful lives of the assets as follows:

Buildings	60 years
Building improvements	20 to 30 years
Furniture, fixtures, and equipment	5 to 10 years

## BARNARD COLLEGE

### Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

**(i) *Deferred Revenues***

Deferred revenues consist primarily of student tuition and fee payments that are received for academic periods subsequent to the fiscal year-end.

**(j) *Split-Interest Agreements***

The College is the beneficiary of trusts, annuities, and pooled income funds. The College's interest in these split-interest agreements is reported as a contribution in the year received and is calculated as the difference between the fair value of the assets contributed to the College and the estimated liability to the beneficiary. This liability is computed using actuarially determined rates and is adjusted annually. The assets held by the College under these arrangements are recorded at fair value as determined by quoted market price and are included as a component of investments long-term in the accompanying financial statements.

**(k) *Operating and Nonoperating Activities***

The statement of activities distinguishes between operating and nonoperating activities. Nonoperating activities consist of investment return in excess of or less than the amount appropriated for operations by the board of trustees, the change in value of split-interest agreements, contributions for endowment, split-interest agreements and plant improvements, and nonrecurring items.

**(l) *Categories of Expense***

Expenses are reported in functional categories. Each category includes salaries and benefits, supplies, and other expenses, including operation and maintenance of physical plant, interest, and depreciation expense related to the function.

- a. *Instruction* – includes expenses for all activities that are part of the College's instruction program.
- b. *Research* – includes all expenses for governmental and privately sponsored research.
- c. *Public Service* – includes activities established to provide noninstructional services such as the Women's Center, the New York State Science and Technology Entry Program (STEP), and Liberty Partnership Program.
- d. *Academic Administration* – includes expenses incurred to provide administrative support to the instructional program. This category includes the offices of the Provost, Library, Academic Computing, and Media Services.
- e. *Student Services* – includes expenses incurred for the offices of Dean of the College, Admissions, Registrar, Financial Aid Administration, Career Development, Disability Services, and the New York State Higher Education Opportunity Program (HEOP). In addition, it includes expenses for student-related activities outside the context of the formal instructional program such as intramural and intercollegiate athletics.

**BARNARD COLLEGE**

Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

- f. *Institutional Support* – includes expenses for collegewide activities such as the offices of the President, Finance and Planning, Institutional Advancement, Administration, Administrative Computing, General Counsel, and Communications.
- g. *Auxiliary Enterprises* – provides services to students for a fee that is directly related to, although not necessarily equal to, the cost of the services. This category includes Housing, Dining Services, Health and Counseling Services, and the Summer and Precollege Programs.

**(m) Allocation of Certain Expenses**

The College allocates operation and maintenance of plant and depreciation of buildings in the statement of activities based upon building square footage. Interest expense on outstanding long-term debt is included in auxiliary enterprises as the debt has funded residential hall expansions.

**(n) Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**(o) Prior Period Information**

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. generally accepted accounting principles. Accordingly, such information should be read in conjunction with the College's financial statements for the year ended June 30, 2006 from which the summarized information was derived.

**(3) Pledges Receivable**

Pledges receivable at June 30, 2007 and 2006 are as follows:

	<u>2007</u>	<u>2006</u>
Amounts expected to be collected in:		
Less than one year	\$ 2,530,206	1,115,783
One to five years	21,703,507	26,740,416
Greater than five years	5,815,152	6,627,258
	<u>30,048,865</u>	<u>34,483,457</u>
Less:		
Discount to present value (using rate of 2.7% – 6.1%)	(3,273,153)	(3,897,376)
Allowance for uncollectible pledges	(1,190,845)	(1,205,734)
Net pledges receivable	<u>\$ 25,584,867</u>	<u>29,380,347</u>

**BARNARD COLLEGE**

Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

As of June 30, 2007 and 2006, 53% and 55%, respectively, of gross pledges receivable were due from six donors.

**(4) Investments – Long-Term**

At June 30, 2007 and 2006, investments long-term are composed of the following:

	<u>2007</u>	<u>2006</u>
Domestic equity – stocks and mutual funds	\$ 24,634,347	51,848,232
International equity funds	40,985,434	36,393,860
Fixed income – direct holdings and funds	17,954,077	33,132,947
Alternative investments	126,639,029	57,444,319
Cash and cash equivalents	5,636,502	2,417,124
Total	<u>\$ 215,849,389</u>	<u>181,236,482</u>

Investments long-term are held in the following funds:

	<u>2007</u>	<u>2006</u>
Trust and pooled life income funds	\$ 11,056,449	10,095,426
Endowment and designated as endowment funds	204,792,940	171,141,056
Total	<u>\$ 215,849,389</u>	<u>181,236,482</u>

Alternative investments include limited partnerships, hedge funds, private equity/venture capital funds, and derivatives. Underlying securities owned by the alternative investments include certain publicly traded securities that have readily available market values and other investments that are not readily marketable. The agreements underlying participation in those investments may limit the College's ability to liquidate its interests in such investments for a period of time.

At June 30, 2007, included in alternative investments are Standard & Poor's 500 Index (S&P) put options with a notional amount of \$100,289,631, and a fair value of \$ 4.4 million.

The College has a total return policy of utilizing its endowment resources. To the extent that the total return requirement for the current year is not achieved by income from investments, the College utilizes prior year's cumulative appreciation of its pooled investment funds.

**BARNARD COLLEGE**

Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

The following table summarizes the investment return of endowment and funds designated for endowment for the years ended June 30, 2007 and 2006:

	2007			2006 Total
	Unrestricted	Temporarily restricted	Total	
Interest and dividends (net of expenses of \$765,000 in 2007 and \$825,720 in 2006)	\$ 504,675	1,903,148	2,407,823	2,803,540
Net realized gain	9,212,414	13,041,670	22,254,084	14,767,376
Unrealized gain	<u>3,556,410</u>	<u>7,029,351</u>	<u>10,585,761</u>	<u>1,526,322</u>
Return on investments	13,273,499	21,974,169	35,247,668	19,097,238
Investment return designated for operations	<u>(3,653,187)</u>	<u>(5,423,813)</u>	<u>(9,077,000)</u>	<u>(9,077,000)</u>
Investment return in excess of amounts designated for operations	<u>\$ 9,620,312</u>	<u>16,550,356</u>	<u>26,170,668</u>	<u>10,020,238</u>

**(5) Property, Plant, and Equipment**

Property, plant, and equipment consists of the following at June 30, 2007 and 2006:

	2007	2006
Land	\$ 1,233,967	1,233,967
Buildings and building improvements	162,446,588	158,722,208
Furniture, fixtures, and equipment	24,140,957	22,810,101
Construction in progress	<u>11,055,592</u>	<u>4,718,983</u>
	198,877,104	187,485,259
Less accumulated depreciation	<u>(103,281,174)</u>	<u>(94,669,549)</u>
Total	<u>\$ 95,595,930</u>	<u>92,815,710</u>

**(6) Asset Retirement Obligation**

In March 2005, the Financial Accounting Standards Board (FASB) issued Interpretation No. 47 (FIN 47), *Accounting for Conditional Asset Retirement Obligations*, which the College adopted as of July 1, 2005. Under FIN 47, costs related to legal obligations to perform certain activities in connection with the retirement, disposal, or abandonment of assets are required to be accrued. The College identified asbestos abatement and lead paint exposure as conditional asset retirement obligations. Asbestos abatement costs and lead paint exposure were estimated using a per square foot estimate.

**BARNARD COLLEGE**

Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

Using a discount rate of 6.25%, the present value of the initial obligation amounted to \$1,413,450. As of July 1, 2005, the College recorded asset retirement costs of \$404,666, related accumulated depreciation of \$206,447, and a cumulative effect of change in accounting principle of \$1,215,231.

**(7) Retirement Plans**

Most full-time employees of the College are covered under two defined contribution pension plans established with Teachers Insurance and Annuity Association. The College's contributions to the pension plans are based on specified percentages, ranging from 8% to 15%, of each employee's annual salary. Total pension expense for the years ended June 30, 2007 and 2006 was \$4,815,000 and \$4,479,000, respectively.

In addition to providing pension benefits, the College sponsors unfunded defined benefit postretirement medical plans. For nonunion employees to be eligible for the medical benefits, the employee must be at least 62 years old with at least 10 years of continuous service immediately prior to retirement or a total of age and years of service equal to 80 with a minimum of 15 years of service. To be eligible, union employees must be 62 years old and employed by the College for at least 10 years.

The following tables identify the accumulated postretirement medical benefit obligation, the postretirement benefit payable recognized in the accompanying balance sheet, the net periodic postretirement medical benefit cost recognized in the accompanying statement of activities, and the related assumptions. In addition, effective June 30, 2007, the College adopted the recognition and disclosure provisions of FASB Statement No. 158, *Employer's Accounting for Defined Benefit Pension and Other Postretirement Plans* (SFAS No. 158). SFAS No. 158 requires that the full funded status of defined benefit pension and other postretirement plans be recognized as an asset or liability on the balance sheet. The effect of adopting SFAS No. 158 at June 30, 2007 was a decrease in unrestricted net assets of \$1,705,183.

	<u>2007</u>	<u>2006</u>
Change in benefit obligation:		
Benefit obligation at beginning of year	\$ 7,709,250	8,026,396
Service cost	278,733	344,311
Interest cost	473,809	392,056
Plan participants' contributions	15,233	80,753
Amendments	—	(437,148)
Actuarial gain	(13,968)	(245,815)
Benefits paid	<u>(274,200)</u>	<u>(451,303)</u>
Benefit obligation at end of year	8,188,857	7,709,250
Unrecognized actuarial loss	—	(2,199,840)
Unrecognized prior service credit	—	396,149
Accrued postretirement benefit obligation	<u>\$ 8,188,857</u>	<u>5,905,559</u>

**BARNARD COLLEGE**

Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

In June 2006, the College amended the postretirement medical benefits for its nonunion employees. The amendment changed the plan to include enhanced Medicare Part D drugs. The effect of the plan amendment was to decrease the overall obligation by \$437,000.

Net periodic benefit cost reported as operating expense included the following components:

	<u>2007</u>	<u>2006</u>
Service cost	\$ 278,733	344,311
Interest cost	473,809	392,056
Amortization of prior service (credit) cost	(46,938)	43,000
Recognized actuarial loss	<u>131,478</u>	<u>151,152</u>
Net periodic postretirement medical benefit cost	\$ <u>837,082</u>	<u>930,519</u>
Weighted average discount rate used to determine benefit obligations at June 30	6.25%	6.25%
Weighted average discount rate used to determine net periodic benefit cost for the fiscal years ended June 30	6.25	5.00

Assumed healthcare cost trend rates:

	<u>2007</u>	<u>2006</u>
	(Union/Nonunion)	
Healthcare cost trend rate	9%/10%	10%/11%
Healthcare cost trend assumed to decline	5%/5%	5%/5%
Ultimate trend rate achieved	2012	2012

The effect of a 1% increase (decrease) in trend rates on total service, interest cost, and the postretirement benefit obligation is as follows:

	<u>1% increase</u>	<u>1% decrease</u>
Effect on total service and interest cost component	\$ 67,115	(55,757)
Effect on postretirement benefit obligation	593,739	(502,484)

At June 30, 2007, the items not yet recognized as a component of net periodic benefit cost are as follows:

Net actuarial loss	\$ 2,054,394
Prior service credit	<u>(349,211)</u>
Total	\$ <u>1,705,183</u>



**BARNARD COLLEGE**

Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

The \$1,705,183 appears on the statement of activities as the effect of adoption of SFAS No. 158, decreasing unrestricted net assets at June 30, 2007. The net loss and the prior service credit that will be amortized into net periodic benefit cost during fiscal year 2008 are \$112,524 and (\$46,937), respectively.

The effects of applying SFAS No. 158 on the College's financial position as of June 30, 2007 were as follows:

	<u>Before</u> <u>SFAS No. 158</u>	<u>After</u> <u>SFAS No. 158</u>
Accrued postretirement benefit obligation	\$ 6,483,674	8,188,857
Total liabilities	86,261,215	87,966,398
Total net assets	288,382,198	290,087,381

The College makes contributions to the postretirement medical plans equal to the benefits paid on a pay-as-you-go basis. For the years ending June 30, 2008 through June 30, 2017, the College expects to make contributions to and benefit payments from the plans as follows:

2008	\$ 338,799
2009	388,722
2010	448,872
2011	498,441
2012	525,788
2013 through 2017	3,259,726

The Medicare Modernization Act of 2003 (the Act) was signed into law on December 8, 2003. The Act created a new prescription drug program under Part D of Medicare and also provided a subsidy to employers who provide prescription drug coverage, which is at least equivalent to the Part D program provided by Medicare. The College has obtained an actuarial attestation confirming that the College's postretirement medical benefit is equivalent to Part D of Medicare.

**BARNARD COLLEGE**

Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

**(8) Long-Term Obligations**

Long-term obligations consist of the following:

	2007	2006
Dormitory Authority of the State of New York Barnard College Insured Revenue Bonds, Series 2004 Interest at 2.00% to 4.75%, due serially to 2035	\$ 28,915,000	28,915,000
Dormitory Authority of the State of New York Barnard College Insured Revenue Bonds, Series 1996 Interest at 5.00% to 5.25%, due serially to 2026	23,715,000	24,555,000
Capital lease obligation	715,675	867,931
Other	40,639	162,558
Total	53,386,314	54,500,489
Good Faith Deposit related to Dormitory Authority of the State of New York Barnard College Insured Revenue Bonds, Series 2007	500,000	—
Less unamortized bond discount	(636,574)	(692,300)
Total long-term obligations	\$ 53,249,740	53,808,189

In February 2004, the College entered into a loan agreement with the Dormitory Authority of the State of New York to issue \$28,915,000 Dormitory Authority of the State of New York Barnard College Insured Revenue Bonds, Series 2004. The loan agreement is a general and unsecured obligation of the College. In accordance with the provisions of the loan agreement, the College is required to deposit construction and reserve funds with a trustee. These funds were \$2,421,040 and \$1,208,288 at June 30, 2007 and June 30, 2006, respectively, and were held in cash and U.S. government securities at June 30, 2007 and 2006.

In December 1996, the College entered into a loan agreement with the Dormitory Authority of the State of New York to issue \$30,000,000 Dormitory Authority of the State of New York Barnard College Insured Revenue Bonds, Series 1996. The loan agreement is a general obligation of the College. As security under the loan agreement, the College has pledged tuition and fee revenues of \$2,125,000 annually, has granted a mortgage on certain buildings and properties, and has a security interest in certain furnishings, fixtures, and equipment now or hereafter located therein. In accordance with the provision of the loan agreement, the College is required to deposit reserve funds with the trustee. These funds, which totaled \$3,100,246 at June 30, 2007 and \$2,980,646 at June 30, 2006, were invested in cash and U.S. government securities.

In May 2006, the College entered into a long-term capital lease obligation expiring May 2011 for a new dormitory phone system in the amount of \$880,125. Interest on the lease is 7.3%.

## BARNARD COLLEGE

### Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

Projected debt service payments on the long-term obligations as of June 30, 2007, for five years subsequent to June 30, 2007 and thereafter, are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2008	\$ 1,644,411	2,499,520	4,143,931
2009	1,671,160	2,424,429	4,095,589
2010	1,749,484	2,338,982	4,088,466
2011	1,821,259	2,247,017	4,068,276
2012	1,720,000	2,161,631	3,881,631
Thereafter	44,780,000	24,837,294	69,617,294
	<u>\$ 53,386,314</u>	<u>36,508,873</u>	<u>89,895,187</u>

Interest expense for the years ended June 30, 2007 and 2006 amounted to \$2,539,000 and \$2,528,000, respectively.

The carrying amount of long-term obligations approximates fair value.

In July 2007, the College entered into a loan agreement with the Dormitory Authority of the State of New York to issue \$48,420,000 Dormitory Authority of the State of New York Barnard College Insured Revenue Bonds, Series 2007A (Series 2007A) and \$32,580,000 Dormitory Authority of the State of New York Barnard College Insured Revenue Bonds, Series 2007B (Series 2007B). The loan will be a general and unsecured obligation of the College. The Series 2007A bonds refunded the \$23,715,000 Dormitory Authority of the State of New York Barnard College Insured Revenue Bonds, Series 1996, noted above. In accordance with the provisions of the loan agreement, the College is required to deposit construction and reserve funds with a trustee. The Series 2007A bonds were issued at fixed interest rates of 4.00% to 5.00% and are due serially to 2025. The Series 2007B bonds are variable rate bonds. In anticipation of the closing of the Series 2007A and Series 2007B bonds, a good faith deposit of \$500,000 was deposited with the bond trustee by the underwriter for the bond issuance on behalf of the College. The underwriter was repaid the deposit from the bond proceeds. In September 2007, the College entered into an interest rate swap agreement on the Series 2007B bonds at a rate of 3.55%. The swap agreement covers the full \$32,580,000 of the variable rate debt and will be for a term of seven years.

**BARNARD COLLEGE**

Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

**(9) Allocation of Depreciation Expense**

Depreciation expense is allocated to functions as follows:

	<u>2007</u>	<u>2006</u>
Instruction	\$ 1,681,462	1,332,924
Research	418,720	477,006
Public services	—	3,227
Academic support	879,707	711,142
Student services	1,246,020	310,056
Institutional support	595,364	449,966
Auxiliary enterprises	3,790,352	3,315,045
	<u>\$ 8,611,625</u>	<u>6,599,366</u>

**(10) Intercorporate Agreement**

An intercorporate agreement between the College and Columbia University provides for payment for the exchange of certain services between the two institutions. These services include cross-registration for students, library services, faculty exchange, and certain special services and support costs.

The statement of activities includes expenses in the amount of approximately \$2,877,000 and \$2,223,000 for the years ended June 30, 2007 and 2006, respectively, for services provided under the terms of the agreement.

**(11) Net Assets**

Unrestricted net assets are as follows at June 30, 2007 and 2006:

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	<u>2007</u>	<u>2006</u>
Endowment funds	\$ 56,189,983	45,909,989
Invested in plant, net of debt	8,916,142	13,942,029
Other	9,922,868	9,189,507
	<u>\$ 75,028,993</u>	<u>69,041,525</u>

**BARNARD COLLEGE**

Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

Temporarily restricted net assets are available for the following purposes at June 30, 2007 and 2006:

	<u>2007</u>	<u>2006</u>
Program services:		
Instruction, research, and library	\$ 41,636,485	31,712,333
Financial aid	30,367,167	20,926,359
Plant improvements	29,977,441	27,091,301
Gifts to be designated	6,248,052	7,549,862
	<u>\$ 108,229,145</u>	<u>87,279,855</u>

Permanently restricted net assets are restricted to at June 30, 2007 and 2006:

	<u>2007</u>	<u>2006</u>
Investments to be held in perpetuity, the earnings from which are expendable to support:		
Financial aid	\$ 59,246,920	56,394,962
Instructional and other programs	47,582,323	43,089,997
	<u>\$ 106,829,243</u>	<u>99,484,959</u>

**(12) Released from Restrictions for Operations**

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by the occurrence of other events specified by donors.

Purpose restrictions accomplished were as follows for the year ended June 30, 2007:

Expenses:	
Financial aid	\$ 5,268,170
Instruction	1,531,951
Research	535,776
Public service	40,585
Academic support	224,586
Student services	451,999
Institutional support	428,527
Auxiliary enterprises	1,033
Total	<u>\$ 8,482,627</u>

Net assets released from restriction for plant improvements are reflected in the accompanying statement of activities as a component of nonoperating activities.

**BARNARD COLLEGE**

Notes to Financial Statements

June 30, 2007

(with comparative financial information as of June 30, 2006)

**(13) Commitments and Contingencies**

**(a) Investments**

Certain of the College's alternative investments require future cash commitments. Such commitments amount to approximately \$40,039,000 at June 30, 2007 and \$12,056,000 at June 30, 2006. All commitments will be funded from other endowment investments.

**(b) Legal Matters**

The College is a defendant in various lawsuits. Management of the College is of the opinion that the ultimate resolution of these matters will not have a material adverse effect on the College's financial position.

**SUMMARY OF CERTAIN PROVISIONS  
OF THE LOAN AGREEMENT**

*Appendix C*

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## **SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT**

The following is a brief summary of certain provisions of the Loan Agreement. This summary does not purport to be complete and reference is made to the Loan Agreement for full and complete statements of such and all provisions. The headings below are not part of the Loan Agreement but have been added for ease of reference. Defined terms used herein shall have the meaning ascribed to them in Appendix A.

### **Construction or Acquisition of the Project**

The College agrees that, whether or not there are sufficient moneys available to it under the provisions of the Resolution, the Series Resolution and the Loan Agreement, the College shall complete the acquisition, design, construction, reconstruction, rehabilitation and improving or otherwise providing and furnishing and equipping of the Project, substantially in accordance with the Contract Documents related to such Project. Subject to the conditions of the Loan Agreement, the Authority will, to the extent of moneys available in the Construction Fund, cause the College to be reimbursed for, or pay, any costs and expenses incurred by the College which constitute Costs of the Project, provided such costs and expenses are approved by the Authority, which approval shall not be unreasonably withheld.

*(Section 5)*

### **Amendment of the Project**

The College, with the prior written consent of the Authority, which consent will not be unreasonably withheld, may amend the Project to decrease, increase or otherwise modify the scope thereof. Any such increase may provide for the addition of any further acquisition, design, construction, reconstruction, rehabilitation, renovation, improving, or otherwise providing, furnishing and equipping of the Project which the Authority is authorized to undertake. After the date of the Loan Agreement, the College shall not enter into, amend or modify, by change order or otherwise, any Contract Document that materially affects the scope or nature of the Project, without the prior written approval of the Authority, which approval shall not be unreasonably withheld. The College shall deliver to the Authority copies of such change orders as the Authority may from time to time request. The College shall provide such moneys as in the reasonable judgment of the Authority may be required for the cost of completing the Project in excess of the moneys in the Construction Fund established for such Project, whether such moneys are required as a result of an increase in the scope of the Project or otherwise. Such moneys shall be paid to the Trustee for deposit in the Construction Fund within fifteen (15) days after receipt by the College of written notice from the Authority that such moneys are required.

*(Section 6)*

### **Financial Obligations**

(a) Except to the extent that moneys are available therefor under the Resolution or the Series Resolution or the Loan Agreement, including moneys in the Debt Service Fund (but excluding any moneys from a draw under a Credit Facility), and interest accrued but unpaid on investments held in the Debt Service Fund, the College unconditionally agrees to pay or cause to be paid, so long as Bonds are Outstanding, to or upon the order of the Authority, from its general funds or any other moneys legally available to it:

(i) On or before the date of delivery of the Bonds the Authority Fee agreed to by the Authority and the College in connection with issuance of the Bonds;

(ii) On or before the date of delivery of Bonds, such amount, if any, as is required, in addition to the proceeds of such Bonds available therefor, to pay the Costs of Issuance of the Bonds, and other costs in connection with the issuance of the Bonds;

## Appendix C

(iii) Three days (or the preceding Business Day if such day is not a Business Day) prior to an interest payment date on Outstanding Variable Interest Rate Bonds, the interest coming due on such Variable Interest Rate Bonds on such interest payment date, assuming that such Bonds will, from and after the next succeeding date on which the rates at which such Bonds bear interest are to be determined, bear interest at a rate per annum equal to the rate per annum for such Bonds on the immediately preceding Business Day, plus one percent (1%) per annum;

(iv) On the tenth (10th) day of each month commencing on the tenth (10th) day of the sixth (6th) month immediately preceding the date on which interest on Outstanding Bonds that are not Variable Interest Rate Bonds becomes due, one-sixth (1/6) of the interest coming due on such Bonds on the immediately succeeding interest payment date on such Bonds; provided, however, that, if with respect to such Outstanding Bonds there are more or less than six (6) such payment dates prior to the first interest payment on such Bonds, on each payment date prior to such interest payment date the College shall pay with respect to such Bonds an amount equal to the interest coming due on such Bonds on such interest payment date multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the number of payment dates prior to the first interest payment date on such Bonds;

(v) On the tenth (10th) day of each month commencing on the tenth (10th) day of the July immediately preceding the July 1 on which the principal or a Sinking Fund Installment of Outstanding Bonds becomes due, one-twelfth (1/12) of the principal and Sinking Fund Installment on such Bonds coming due on such July 1; provided, however, that, if with respect to the Outstanding Bonds there are less than twelve (12) such payment dates prior to the July 1 on which principal or Sinking Fund Installments come due on such Bonds, on each payment date prior to such July 1 the College shall pay with respect to such Bonds an amount equal to the principal and Sinking Fund Installments of such Bonds coming due on such July 1 multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the number of payment dates prior to such July 1; **provided, however**, with respect to Sinking Fund Installments of Option Bonds or Variable Interest Rate Bonds that come due in months other than July, the terms of this subsection shall apply except that references to July shall be replaced with the applicable month(s) in which the related Sinking Fund Installment comes due;

(vi) Except as provided below, by 1:30 p.m., New York City time, on the day on which payment of the purchase price of an Option Bond tendered for purchase which has not been remarketed or remarketed at less than the principal amount thereof and for which there is no Liquidity Facility then in effect, is due, the purchase price of such Option Bond, which shall be paid in immediately available funds; **provided, however**, that (A) if the College has received notice that such payment is due after 10:00 a.m., New York City time, but prior to 3:00 p.m., New York City time, on such day, then payment by the College shall be made by 5:00 p.m., New York City time on such day, and (B) if such notice is given after 3:00 p.m., New York City time, on such day, then payment by the College shall be made by 10:00 a.m. on the next succeeding Business Day;

(vii) At least forty-five (45) days prior to any date on which the Redemption Price or purchase price of Bonds previously called for redemption or contracted to be purchased, other than an Option Bond to be purchased or redeemed pursuant to an optional or mandatory tender thereof or Bonds being redeemed pursuant to Sinking Fund Installments in accordance with clause (v) above, is to be paid, the amount required to pay the Redemption Price or purchase price of such Bonds;

(viii) On December 10 of each Bond Year one-half (1/2) of the Annual Administrative Fee payable during such Bond Year in connection with the Bonds, and on June 10 of each Bond Year the balance of the Annual Administrative Fee payable during such Bond Year; **provided, however**, that the Annual Administrative Fee with respect to the Bonds payable during the Bond Year during which such Annual Administrative Fee became effective shall be equal to the Annual Administrative Fee with respect to such Bonds multiplied by a fraction the numerator of which is

the number of calendar months or parts thereof remaining in such Bond Year and the denominator of which is twelve (12);

(ix) Promptly after notice from the Authority, but in any event not later than fifteen (15) days after such notice is given, the amount set forth in such notice as payable to the Authority (A) for the Authority Fee then unpaid, (B) to reimburse the Authority for payments made by it pursuant to the provisions of the Loan Agreement summarized in paragraph (e) below and any expenses or liabilities incurred by the Authority pursuant to provisions of the Loan Agreement summarized under the headings “**Covenant as to Insurance**” and “**Taxes and Assessments**” below and other provisions of the Loan Agreement related to indemnity by the College, (C) to reimburse the Authority for any external costs or expenses incurred by it attributable to the issuance of the Bonds or the financing or construction of the Project, including but not limited to any fees or other amounts payable by the Authority under a Remarketing Agreement, a Liquidity Facility, or a Credit Facility, (D) for the costs and expenses incurred by the Authority to compel full and punctual performance by the College of all the provisions of the Loan Agreement or of the Resolution in accordance with the terms thereof, (E) for the fees and expenses of the Trustee and any Paying Agent in connection with performance of their duties under the Resolution, and (F) to pay any Provider Payments then due and unpaid;

(x) Promptly upon demand by the Authority (a copy of which shall be furnished to the Trustee), all amounts required to be paid by the College as a result of an acceleration pursuant to the provisions of the Loan Agreement summarized under the heading “**Defaults and Remedies**” below;

(xi) Promptly upon demand by the Authority, the difference between the amount on deposit in the Arbitrage Rebate Fund available to be rebated in connection with the Bonds or otherwise available therefor under the Resolution and the amount required to be rebated to the Department of the Treasury of the United States of America in accordance with the Code in connection with the Bonds;

(xii) Promptly upon demand by the Authority, all amounts required to be paid by the Authority to a Counterparty in accordance with an Interest Rate Exchange Agreement or to reimburse the Authority for any amounts paid to a Counterparty in accordance with an Interest Rate Exchange Agreement;

(xiii) Promptly after notice from the Trustee, the Authority or the Bank, if the amount on deposit in the Credit Facility Repayment Fund (as such term is defined in the Bond Series Certificate relating to the Bonds) is insufficient to reimburse the Bank for an amount drawn upon the Credit Facility, the amount required to reimburse the Bank; and

(xiv) To the extent not otherwise set forth in this paragraph (a), including without limitation, in the event of any insufficiency, any amounts necessary to pay the principal, Sinking Fund Installment, or Redemption Price, if any, of, and interest on, the Bonds, on the dates, in the amounts, at the times and in the manner provided in or pursuant to the Resolution and the Series Resolution, whether at maturity, upon acceleration, redemption or otherwise.

Subject to the provisions of the Loan Agreement and of the Resolution or the Series Resolution, the College shall receive a credit against the amount required to be paid by the College during a Bond Year pursuant to the provisions of the Loan Agreement summarized in paragraph (a)(v) above on account of any Sinking Fund Installments if, prior to the date notice of redemption is given pursuant to the Resolution with respect to Bonds to be redeemed through any Sinking Fund Installments during the next succeeding Bond Year, either (i) the College delivers to the Trustee for cancellation one or more Bonds of the maturity to be so redeemed or (ii) the Trustee, at the direction of the Authority, has purchased one or more Bonds of the maturity to be so redeemed from amounts on deposit in the Debt Service Fund in accordance with the Resolution during such Bond Year. The amount of the credit shall be equal to the principal amount of the Bonds so delivered.

## Appendix C

The Authority pursuant to the Loan Agreement directs the College, and the College agrees, to make the payments required by the provisions of the Loan Agreement summarized in this paragraph (a) as follows: (i) the payments required by paragraphs (a)(iii), (a)(iv), (a)(v), (a)(vii), and (a)(x) directly to the Trustee for deposit and application in accordance with the Resolution; (ii) the payments required by paragraph (a)(ii) directly to the Trustee for deposit in the Construction Fund or other fund established under the Resolution, as directed by the Authority; (iii) the payments required by paragraphs (a)(i), (a)(viii) and (a)(ix) directly to the Authority; and (iv) except as otherwise provided by the Loan Agreement, the payments required by paragraphs (a)(vi), (a)(xi) and (a)(xii) to or upon the written order of the Authority.

(b) Notwithstanding any provisions in the Loan Agreement or in the Resolution to the contrary (except as otherwise specifically provided for in this paragraph), all moneys paid by the College to the Trustee pursuant to the Loan Agreement or otherwise held by the Trustee shall be applied in reduction of the College's indebtedness to the Authority under the Loan Agreement, first, with respect to interest and, then, with respect to the principal amount of such indebtedness, but only to the extent that, with respect to interest on such indebtedness, such moneys are applied by the Trustee for the payment of interest on Outstanding Bonds, and, with respect to the principal of such indebtedness, such moneys have been applied to, or are held for, payments in reduction of the principal amount of Outstanding Bonds and as a result thereof Bonds have been paid or deemed to have been paid in accordance with the provisions of the Resolution summarized in Appendix D under the heading "Defeasance." Except as otherwise provided in the Resolution, the Trustee shall hold such moneys in trust in accordance with the applicable provisions of the Resolution for the sole and exclusive benefit of the Holders of Bonds and the Bank, regardless of the actual due date or applicable payment date of any payment to the Holders of Bonds.

(c) The obligations of the College to make payments or cause the same to be made under the Loan Agreement shall be absolute and unconditional and the amount, manner and time of making such payments shall not be decreased, abated, postponed or delayed for any cause or by reason of the happening or non-happening of any event, irrespective of any defense or any right of set-off, recoupment or counterclaim which the College may otherwise have against the Authority, the Trustee or any Holder of Bonds for any cause whatsoever including, without limiting the generality of the foregoing, failure of the College to complete the Project or the completion thereof with defects, failure of the College to occupy or use the Project, any declaration or finding that the Bonds are or the Resolution is invalid or unenforceable or any other failure or default by the Authority or the Trustee; **provided, however**, that nothing in the Loan Agreement shall be construed to release the Authority from the performance of any agreements on its part contained in the Loan Agreement or any of its other duties or obligations, and in the event the Authority shall fail to perform any such agreement, duty or obligation, the College may institute such action as it may deem necessary to compel performance or recover damages for non-performance. Notwithstanding the foregoing, the Authority shall have no obligation to perform its obligations under the Loan Agreement to cause advances to be made to reimburse the College for, or to pay, the Costs of the Project beyond the extent of moneys in the Construction Fund established for such Project available therefor.

The Loan Agreement and the obligations of the College to make payments under the Loan Agreement are general obligations of the College.

(d) The Authority, for the convenience of the College, shall furnish to the College statements of the due date, purpose and amount of payments to be made pursuant to the Loan Agreement. The failure to furnish such statements shall not excuse non-payment of the amounts payable under the Loan Agreement at the time and in the manner provided by the Loan Agreement. The College shall notify the Authority as to the amount and date of each payment made to the Trustee by the College.

(e) The Authority shall have the right in its sole discretion to make on behalf of the College any payment required pursuant to the provisions of the Loan Agreement summarized herein which has not been made by the College when due. No such payment by the Authority shall limit, impair or otherwise affect the rights of the Authority under the provisions of the Loan Agreement summarized under the heading "**Defaults and Remedies**" below arising out of the College's failure to make such payment and no payment by the Authority shall be construed to be a waiver of any such right or of the obligation of the College to make such payment.

(f) The College, if it is not then in default under the Loan Agreement, shall have the right to make voluntary payments in any amount to the Trustee. In the event of a voluntary payment, the amount so paid shall be deposited in the Debt Service Fund and applied in accordance with the Resolution or held by the Trustee for the payment of Bonds in accordance with the Resolution. Upon any voluntary payment by the College or any payment made pursuant to the provisions of the Loan Agreement summarized under the heading “**Sale of the Project**” below, the Authority agrees to direct the Trustee to purchase or redeem Bonds in accordance with the Resolution or to give the Trustee irrevocable instructions in accordance with the Resolution with respect to such Bonds; **provided, however**, that in the event such voluntary payment is in the sole judgment of the Authority sufficient to pay all amounts then due under the Loan Agreement and under the Resolution, including the purchase or redemption of all Bonds Outstanding, or to pay or provide for the payment of all Bonds Outstanding in accordance the Resolution, the Authority agrees, in accordance with the instructions of the College, to direct the Trustee to purchase or redeem all Bonds Outstanding, or to cause all Bonds Outstanding to be paid or to be deemed paid in accordance with the Resolution.

(g) If the College elects to purchase Bonds, with the written consent of the Authority, the College shall give written notice to the Authority and the Trustee whenever Bonds are to be purchased at the election of the College, which written notice shall include the maturity and principal amount of the Bonds to be so purchased. All such purchases shall be subject to the condition that money for the payment of the purchase price therefor is available on the date set for each such purchase.

(h) Promptly upon demand by the Tender Agent or the Authority, the College shall pay to the Tender Agent such compensation due the Tender Agent in accordance with the Bond Series Certificate.

*(Section 9)*

#### **Warranty of Title; Utilities and Access**

The College warrants, represents and covenants to the Authority that (i) it has good and marketable title to the Project, free and clear of liens and encumbrances, except Permitted Encumbrances, so as to permit it to have quiet enjoyment and use thereof for purposes of the Loan Agreement and the College’s programs and (ii) the College has such rights of way, easements or other rights in land as may be reasonably necessary for ingress and egress to and from the Project for proper operation and utilization of the Project and for utilities required to serve the Project, together with such rights of way, easements or other rights in, to and over land as may be necessary for construction, use and operation by the College of the Project.

The College warrants, represents and covenants that the Project (i) is and will be serviced by all necessary utilities (including, to the extent applicable, without limitation, electricity, gas, water, sewer, steam, heating, air-conditioning and ventilation) and (ii) to the extent applicable, has, and will have its own separate and independent means of access, apart from any other property owned by the College or others; **provided, however**, that such access may be through common roads or walks owned by the College used also for other parcels owned by the College.

*(Section 13)*

#### **Additional Representation and Covenants**

The College warrants and represents that (i) it has the requisite power and authority (A) to authorize, execute and deliver, and to perform its obligations under, the Loan Agreement and the Related Agreements, and (B) to incur the indebtedness contemplated by the Loan Agreement and thereby, (ii) the Loan Agreement and the Related Agreements constitute valid and binding obligations of the College enforceable in accordance with their terms and (iii) the execution and delivery of, consummation of the transaction contemplated by and performance of the College’s obligations under the Loan Agreement and each of the Related Agreements, do not violate, conflict with or constitute a default under the charter or by-laws of the College or any indenture, mortgage, trust, or other commitment or agreement to which the College is a party or by which it or any of its properties are bound, or any



## ***Appendix C***

existing law, rule, regulation, judgment, order, writ, injunction or decree of any governmental authority, body, agency or other instrumentality or court having jurisdiction over the College or any of its properties.

*(Section 15)*

### **Tax-Exempt Status of College**

The College represents that: (i) it is an organization described in Section 501(c)(3) of the Code, or corresponding provisions of prior law, and is not a “private foundation,” as such term is defined under Section 509(a) of the Code; (ii) it has received a letter or other notification from the Internal Revenue Service to that effect; (iii) such letter or other notification has not been modified, limited or revoked; (iv) it is in compliance with all terms, conditions and limitations, if any, contained in such letter or other notification; (v) the facts and circumstances which form the basis of such letter or other notification as represented to the Internal Revenue Service continue to exist; and (vi) it is exempt from federal income taxes under Section 501(a) of the Code, except for payment of unrelated business income tax. The College agrees that: (a) it shall not perform any act or enter into any agreement which shall adversely affect such federal income tax status and shall conduct its operations in the manner which will conform to the standards necessary to qualify the College as an educational organization within the meaning of Section 501(c)(3) of the Code or any successor provision of federal income tax law; and (b) it shall not perform any act, enter into any agreement or use or permit the Project to be used in a manner, or for any trade or business unrelated to the educational purposes of the College, which could adversely affect the exclusion of interest on the Bonds from federal gross income pursuant to Section 103 of the Code.

*(Section 16)*

### **Securities Acts Status**

The College represents that: (i) it is an organization organized and operated (A) exclusively for educational or charitable purposes and (B) not for pecuniary profit; and (ii) no part of the net earnings of which inures to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended, and the Securities Exchange Act of 1934, as amended. The College agrees that it shall not perform any act or enter into any agreement which shall adversely affect such status as set forth in the Loan Agreement.

*(Section 17)*

### **Maintenance of Corporate Existence**

The College covenants that it will (i) maintain its corporate existence, (ii) continue to operate as a non-profit educational organization, (iii) obtain, maintain and keep in full force and effect such governmental approvals, consents, licenses, permits and accreditation as may be necessary for it to continue to so operate, (iv) except as expressly permitted by the Loan Agreement, not dissolve or otherwise dispose of all or substantially all of its assets or consolidate with or merge into another person or permit one or more persons to consolidate with or merge into it. The College, with the prior written consent of the Authority and the Bank, may (A) sell or otherwise transfer all or substantially all of its assets to, or consolidate with or merge into, another organization or corporation which qualifies as an organization described in Section 501(c)(3) of the Code, or any successor provision of federal income tax law, (B) permit one or more corporations or any other organization to consolidate with or merge into it, or (C) acquire all or substantially all of the assets of one or more corporations or other organizations. Notwithstanding the foregoing provisions, no disposition, transfer, consolidation or merger otherwise permitted by the Loan Agreement shall be permitted unless (1) the same would not in the opinion of Bond Counsel adversely affect the exclusion of interest on any Bond from gross income for purposes of federal income taxation, (2) the College will not as a result thereof be in default under the Loan Agreement or under any Related Agreement, (3) the surviving, resulting or transferee corporation, as the case may be, is incorporated under the laws of the State and is qualified as an organization described in Section 501(c)(3) of the Code or any successor provision of federal income tax law, and (4) the surviving, resulting or transferee corporation of the College assumes in writing all of the obligations of the College under the Loan Agreement, under the Continuing Disclosure Agreement, and under the Related

Agreements, and furnishes to the Authority (x) a certificate to the effect that upon such sale, transfer, consolidation, merger or acquisition such corporation will be in compliance with each of the provisions of the Loan Agreement and of the Related Agreements, and will meet the requirements of the Act, and (y) such other certificates and documents as the Authority may reasonably require to establish compliance with the Loan Agreement.

*(Section 18)*

### **Environmental Quality Review and Historic Preservation**

For the purpose of assisting the Authority in making any findings or determinations which might be required by (i) Article 8 of the New York Environmental Conservation Law and the regulations promulgated thereunder (collectively, "SEQR") or (ii) the New York State Historic Preservation Act of 1980 and the regulations promulgated thereunder (collectively the "Preservation Act"), the College agrees to abide by the requirements relating thereto as set forth in the Loan Agreement.

*(Section 19)*

### **Use and Possession of the Project**

Subject to the rights, duties and remedies of the Authority under the Loan Agreement, the College shall have sole and exclusive control and possession of and responsibility for (i) the Project, (ii) the operation of the Project and supervision of the activities conducted therein or in connection with any part thereof and (iii) the maintenance, repair and replacement of the Project; **provided, however**, that, except as otherwise limited by the Loan Agreement, the foregoing shall not prohibit use of the Project by persons other than the College or its students, staff or employees in furtherance of the College's corporate purposes, if such use will not adversely affect the exclusion of interest on any Bonds from gross income for federal income tax purposes.

*(Section 20)*

### **Restrictions on Religious Use**

The College agrees that with respect to the Project or portion thereof, so long as such Project or portion thereof exists and unless and until such Project or portion thereof is sold for the fair market value thereof, such Project or portion thereof shall not be used for sectarian religious instruction or as a place of religious worship or in connection with any part of a program of a school or department of divinity for any religious denomination; **provided, however**, that the foregoing restriction shall not prohibit the free exercise of any religion; **provided, further**, that if at any time after the date of the Loan Agreement, in the opinion of Bond Counsel, the then applicable law would permit the Project or portion thereof to be used without regard to the above stated restriction, said restriction shall not apply to such Project and each portion thereof. The Authority and its agents may conduct such inspections as the Authority deems necessary to determine whether the Project or any portion or real property thereof financed by Bonds is being used for any purpose proscribed by the Loan Agreement. The College further agrees that prior to any disposition of any portion of the Project for less than fair market value, it shall execute and record in the appropriate real property records an instrument subjecting, to the satisfaction of the Authority, the use of such portion of such Project to the restriction that (i) so long as such portion of such Project (and, if included in the Project, the real property on or in which such portion of such Project is situated) shall exist and (ii) until such portion of such Project is sold or otherwise transferred to a person who purchases the same for the fair market value thereof at the time of such sale or transfer, such portion of such Project shall not be used for sectarian religious instruction or as a place of religious worship or used in connection with any part of the program of a school or department of divinity of any religious denomination. The instrument containing such restriction shall further provide that such restriction may be enforced at the instance of the Authority or the Attorney General of the State, by a proceeding in any court of competent jurisdiction, by injunction, mandamus or by other appropriate remedy. The instrument containing such restriction shall also provide that if at any time thereafter, in the opinion of Bond Counsel, the then applicable law would permit such portion of the Project, or, if included in the Project, the real property on or in which such portion is situated, to be used without regard to the above stated restriction, then said restriction shall be without any force or effect. For the purposes of the Loan Agreement an involuntary transfer or

## *Appendix C*

disposition of the Project or a portion thereof, upon foreclosure or otherwise, shall be considered a sale for the fair market value thereof.

*(Section 21)*

### **Sale of the Project**

The College covenants that it will not transfer, sell or convey the Project or any part thereof or interest therein, including development rights, without the prior approval of the Authority, unless (a) in the opinion of Bond Counsel, the same will not adversely affect the exclusion of interest on any Bond from gross income for federal income tax purposes and (b) the College pays to the Trustee either for deposit into the Debt Service Fund, or, pursuant to the Resolution, to be set aside or to purchase Defeasance Securities in accordance with the direction of the Authority.

Notwithstanding the foregoing, the College may remove equipment, furniture or fixtures that is part of the Project and was financed with the proceeds of Bonds provided that the College substitutes for such equipment, furniture or fixtures additional equipment, furniture or fixtures having a value and utility at least equal to the equipment, furniture or fixtures removed or replaced.

*(Section 22)*

### **Maintenance, Repair and Replacement**

The College agrees that, throughout the term of the Loan Agreement, it shall, at its own expense, hold, operate and maintain the Project in a careful, prudent and economical manner, and keep the same, with the appurtenances and every part and parcel thereof, in good repair, working order and safe condition and shall from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted. The College shall give the Authority not less than fifteen (15) days prior written notice of its intention to make a change or alteration that materially alters the scope or nature of the Project or a portion thereof. The College shall have the right to remove or replace any type of fixtures, furnishings and equipment in the Project which may have been financed by the proceeds of the sale of Bonds provided the College substitutes for any such removed or replaced fixtures, furnishings and equipment, additional fixtures, furnishings and equipment having equal or greater value and utility than the fixtures, furnishings and equipment so removed or replaced.

The College further agrees that it shall pay at its own expense all extraordinary costs of maintaining, repairing and replacing the Project except insofar as funds are made available therefor from proceeds of insurance, condemnation or eminent domain awards.

*(Section 23)*

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## Covenant as to Insurance

(a) The College shall procure and maintain, or cause to be procured and maintained, to the extent reasonably obtainable, from responsible insurers, insurance of the type and in the amounts customarily maintained by institutions providing services similar to those provided by the College. All policies of insurance required pursuant to provisions of the Loan Agreement summarized in the following paragraphs shall be primary to any insurance maintained by the Authority.

(b) The College shall, with respect to the Project, at the times specified in the following paragraphs, procure and maintain, or cause to be procured and maintained, to the extent reasonably obtainable, from responsible insurers acceptable to the Authority, the following insurance:

(i) with respect to any building the construction of which shall not have been completed (and until insurance is procured pursuant to provisions of the Loan Agreement summarized in clause (ii) of this paragraph), all risk builders' risk insurance against direct physical loss or damage, or with respect to the acquisition and installation of equipment or machinery, in lieu of all risk builders' risk, an installation floater on an all risk basis. The amount of such insurance shall be on a one hundred per centum (100%) completed value basis on the insurable portion: **provided, however**, that the College's obligation to provide all risk builders' risk insurance as required by this clause (i) shall not commence until thirty (30) days prior to the commencement of construction of the Project; **provided further**, that the College covenants to provide proof of the all risk builders' risk insurance required by this clause (i) no later than thirty (30) days prior to the commencement of construction of the Project;

(ii) at all times except during a period when builders' risk insurance is in effect as required by provisions of the Loan Agreement summarized in clause (i) of this paragraph, all risk property insurance against direct physical loss or damage to the Project in an amount not less than one hundred per centum (100%) of the replacement value thereof (such replacement value to be determined on the basis of replacement costs without allowance for depreciation), exclusive of excavations and foundations and similar property normally excluded under New York standard forms; **provided, however**, that the inclusion of the Project under a blanket insurance policy or policies of the College insuring against the aforesaid hazards in an amount aggregating at least one hundred per centum (100%) of the insurable value of the insured property, exclusive of excavations and foundations and similar property normally excluded under New York standard forms, shall constitute complete compliance with the provisions summarized in this paragraph with respect to such Project; provided further, that in any event, each such policy shall be in an amount sufficient to prevent the College and the Authority from becoming co-insurers under the applicable terms of such policy;

(iii) at all times, statutory workers' compensation insurance, covering loss resulting from injury, sickness, disability or death of employees and employer's liability insurance with limits of at least \$1,000,000 for each accident, each sickness, and aggregate occupational illness or sickness;

(iv) at all times, statutory disability benefits;

(v) at all times, commercial general liability insurance protecting the Authority and the College against loss or losses from liabilities arising from bodily injury of persons or damage to the property of others caused by accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of injury to persons or property damage with \$2,000,000 policy aggregate, excluding liability imposed upon the Authority or the College by any applicable workers' compensation law;

(vi) commencing with the date on which construction of the Project or any part thereof is completed or first occupied, or any equipment, machinery, fixture or personal property covered by comprehensive boiler and machinery coverage is accepted, whichever occurs earlier,

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insurance providing comprehensive boiler and machinery coverage in an amount considered adequate by the Authority, which insurance may include deductible provisions approved by the Authority; and

(vii) each other form of insurance which the College is required by law to provide and such other kinds of insurance in such amounts as from time to time may be reasonably required by the Authority.

All policies of insurance maintained pursuant to provisions of the Loan Agreement summarized in paragraph (b) of this section, other than policies of workers' compensation insurance, shall include the Authority or, if the Loan Agreement has been assigned to the Trustee, the Trustee as its assignee, as an additional insured or as loss payee.

*(Section 24)*

### **Damage or Condemnation**

In the event of a taking of the Project or any portion thereof by eminent domain or condemnation, or of damage or destruction affecting all or part thereof, all property casualty insurance, condemnation or eminent domain proceeds shall, if in excess of \$250,000 and not applied to reimburse the College for costs incurred to repair or restore the same, be paid to the Trustee for deposit in the Construction Fund. All proceeds derived from an award for such taking or from property casualty insurance shall be applied as provided below.

(i) If within one hundred twenty (120) days (or such longer period as the Authority and the College may agree) after the Authority receives actual notice or knowledge of the taking or damage, the College and the Authority agree in writing that the property or the affected portion thereof shall be repaired, replaced or restored, the College shall proceed to repair, replace or restore the same, or the affected portion thereof, including all fixtures, furniture, equipment and effects, to its original condition insofar as possible with such changes and additions as shall be appropriate to the needs of the College and approved in writing by the Authority. The funds required for such repair, replacement or restoration shall be paid, subject to such conditions and limitations as the Authority may impose, from the proceeds of insurance, condemnation or eminent domain awards received by reason of such occurrence and to the extent such proceeds are not sufficient, from funds to be provided by the College.

(ii) If no agreement for the repair, restoration or replacement of the property or affected portion shall have been reached by the Authority and the College within such period, the proceeds then held by the College shall be paid the Trustee for deposit in the Debt Service Fund and the proceeds then held in the Construction Fund shall be transferred to the Debt Service Fund, whereupon such proceeds shall be applied to the purchase or redemption of Outstanding Bonds.

*(Section 25)*

### **Taxes and Assessments**

The College shall pay when due at its own expense, and hold the Authority harmless from, all taxes, assessments, water and sewer charges and other impositions, if any, which may be levied or assessed upon the Project or any part thereof, and upon all ordinary costs of operating, maintaining, repairing and replacing such Project and its equipment. The College shall file exemption certificates as required by law. The College agrees to exhibit to an Authorized Officer of the Authority within ten (10) days after written demand by the Authority, certificates or receipts issued by the appropriate authority showing full payment of all taxes, assessments, water and sewer charges and other impositions; **provided, however**, that the good faith contest of such impositions shall be deemed to be complete compliance with the requirements of the Loan Agreement if the College sets aside such reserves as may be required by good accounting practice. Notwithstanding the foregoing, the Authority in its sole discretion, after notice in writing to the College, may pay any such charges, taxes and assessments if, in the

reasonable judgment of the Authority, the Project or any part thereof would be in substantial danger by reason of the College's failure to pay such charges, taxes and assessments of being sold, attached, forfeited, foreclosed, transferred, conveyed, assigned or otherwise subjected to any proceeding, equitable remedy, lien, charge, fee or penalty that would impair (i) the interests or security of the Authority under the Loan Agreement or under the Resolution; (ii) the ability of the Authority to enforce its rights thereunder; (iii) the ability of the Authority to fulfill the terms of any covenants or perform any of its obligations under the Loan Agreement or under the Resolution; or (iv) the ability of the College to fulfill the terms of any covenants or perform any of its obligations under the Loan Agreement and the College agrees to reimburse the Authority for any such payment, with interest thereon from the date payment was made by the Authority at a rate equal to the highest rate of interest payable on any investment held for the Debt Service Fund on the date such payment was made by the Authority.

*(Section 26)*

### **Defaults and Remedies**

As used in the Loan Agreement the term “**Event of Default**” shall mean:

(i) the College shall (A) default in the timely payment of any amount payable pursuant to the Loan Agreement (other than as described in subsection (B) below, or the payment of any other amounts required to be delivered or paid by or on behalf of the College in accordance with the Loan Agreement or with the Resolution or Series Resolution, and such default continues for a period in excess of seven (7) days or (B) default in the timely payment of interest payable on Outstanding Variable Interest Rate Bonds or the purchase price of Option Bonds tendered for purchase, in accordance with the terms of the Loan Agreement; or

(ii) the College defaults in the due and punctual performance of any other covenant contained in the Loan Agreement and such default continues for thirty (30) days after written notice requiring the same to be remedied shall have been given to the College by the Authority or the Trustee or, if such default is not capable of being cured within thirty (30) days, the College fails to commence within said thirty (30) days to cure the same and to diligently prosecute the cure thereof; or

(iii) as a result of any default in payment or performance required of the College under the Loan Agreement or any other Event of Default under the Loan Agreement, whether or not declared, continuing or cured, the Authority shall be in default in the payment or performance of any of its obligations under the Resolution or an “event of default” (as defined in the Resolution) shall have been declared under the Resolution so long as such default or event of default shall remain uncured or the Trustee or Holders of the Bonds shall be seeking the enforcement of any remedy under the Resolution as a result thereof; or

(iv) the College shall (A) be generally not paying its debts as they become due, (B) file, or consent by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under any other bankruptcy or insolvency law of any jurisdiction, (C) make a general assignment for the benefit of its general creditors, (D) consent to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (E) be adjudicated insolvent or be liquidated or (F) take corporate action for the purpose of any of the foregoing; or

(v) a court or governmental authority of competent jurisdiction shall enter an order appointing, without consent by the College, a custodian, receiver, trustee or other officer with similar powers with respect to it or with respect to any substantial part of its property, or an order for relief shall be entered in any case or proceeding for liquidation or reorganization or otherwise to take advantage of any bankruptcy or insolvency law of any jurisdiction, or ordering the dissolution, winding-up or liquidation of the College, or any petition for any such relief shall be filed against the College and such petition shall not be dismissed or stayed within ninety (90) days; or

## *Appendix C*

- (vi) the charter of the College shall be suspended or revoked; or
- (vii) a petition to dissolve the College shall be filed by the College with the Board of Regents of the College of the State of New York, the legislature of the State or other governmental authority having jurisdiction over the College; or
- (viii) an order of dissolution of the College shall be made by the Board of Regents of the College of the State of New York, the legislature of the State or other governmental authority having jurisdiction over the College, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days; or
- (ix) a petition shall be filed with a court having jurisdiction for an order directing or providing for the sale, disposition or distribution of all or substantially all of the property belonging to the College which petition shall remain undismissed or unstayed for an aggregate of ninety (90) days; or
- (x) an order of a court having jurisdiction shall be entered directing or providing for the sale, disposition or distribution of all or substantially all of the property belonging to the College, which order shall remain undismissed or unstayed for the earlier of (A) three (3) business days prior to the date provided for in such order for such sale, disposition or distribution or (B) an aggregate of thirty (30) days from the date such order shall have been entered; or
- (xi) a final judgment for the payment of money, at least one million dollars (\$1,000,000) of which is not covered by insurance or reserves set aside by the College, which in the judgment of the Authority will adversely affect the rights of the Holders of the Bonds shall be rendered against the College and at any time after forty-five (45) days from the entry thereof, (A) such judgment shall not have been discharged or paid, or (B) the College shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and shall not have caused, within forty-five (45) days, the execution of or levy under such judgment, order, decree or process or the enforcement thereof to have been stayed pending determination of such appeal; or
- (xii) the giving of notice by the Bank to the Authority and the Trustee of an Event of Default under and as defined in the Reimbursement Agreement.

Upon the occurrence of an Event of Default the Authority shall provide the Bank with written notice thereof upon obtaining actual knowledge thereof and may take any one or more of the following actions; provided, however, in the case of an Event of Default summarized in paragraph (a)(xii) above accompanied by a written notice from the Bank to the Trustee directing the Trustee to cause an acceleration of the Bonds, the Authority shall take the action set forth in (i) below:

- (i) declare all sums payable by the College under the Loan Agreement immediately due and payable;
- (ii) direct the Trustee to withhold any and all payments, advances and reimbursements from the proceeds of Bonds or the Construction Fund or otherwise to which the College may otherwise be entitled under the Loan Agreement and in the Authority's sole discretion apply any such proceeds or moneys for such purposes as are authorized by the Resolution;
- (iii) withhold any or all further performance under the Loan Agreement;
- (iv) maintain an action against the College under the Loan Agreement to recover any sums payable by the College or to require its compliance with the terms of the Loan Agreement;

(v) to the extent permitted by law, (A) enter upon the Project and complete the construction thereof in accordance with the plans and specifications with such changes therein as the Authority may deem appropriate and employ watchmen to protect the Project, all at the risk, cost and expense of the College, consent to such entry being by the Loan Agreement given by the College, (B) at any time discontinue any work commenced in respect of the construction of the Project or change any course of action undertaken by the College and not be bound by any limitations or requirements of time whether set forth in the Loan Agreement or otherwise, (C) assume any construction contract made by the College in any way relating to the construction of the Project and take over and use all or any part of the labor, materials, supplies and equipment contracted for by the College, whether or not previously incorporated into the construction of such Project, and (D) in connection with the construction of the Project undertaken by the Authority pursuant to the provisions summarized in this subparagraph (v), (1) engage builders, contractors, architects, engineers and others for the purpose of furnishing labor, materials and equipment in connection with the construction of such Project, (2) pay, settle or compromise all bills or claims which may become liens against the Project or against any moneys of the Authority applicable to the construction of such Project, or which have been or may be incurred in any manner in connection with completing the construction of the Project or for the discharge of liens, encumbrances or defects in the title to the Project or against any moneys of the Authority applicable to the construction of such Project, and (3) take or refrain from taking such action under the Loan Agreement as the Authority may from time to time determine. The College shall be liable to the Authority for all sums paid or incurred for construction of the Project whether the same shall be paid or incurred pursuant to the provisions summarized in this subparagraph (v) or otherwise, and all payments made or liabilities incurred by the Authority under the Loan Agreement of any kind whatsoever shall be paid by the College to the Authority upon demand. The College irrevocably constitutes and appoints the Authority its true and lawful attorney-in-fact to execute, acknowledge and deliver any instruments and to do and perform any acts in the name and on behalf of the College for the purpose of exercising the rights granted to the Authority by provisions summarized in this subparagraph (v) during the term of the Loan Agreement;

(vi) take any action necessary to enable the Authority to realize on its liens under the Loan Agreement or by law, and any other action or proceeding permitted by the terms of the Loan Agreement or by law.

All rights and remedies in the Loan Agreement given or granted to the Authority are cumulative, non-exclusive and in addition to any and all rights and remedies that the Authority may have or may be given by reason of any law, statute, ordinance or otherwise, and no failure to exercise or delay in exercising any remedy shall effect a waiver of the Authority's right to exercise such remedy thereafter.

At any time before the entry of a final judgment or decree in any suit, action or proceeding instituted on account of any Event of Default or before the completion of the enforcement of any other remedies under the Loan Agreement, the Authority may annul any declaration summarized in paragraph (b) above and its consequences if such Event of Default shall be cured. No such annulment shall extend to or affect any subsequent default or impair any right consequent thereto.

*(Section 30)*

### **Investment of Moneys**

The College acknowledges that the Authority may in its sole discretion direct the investment of certain moneys held under the Resolution and the Series Resolution as provided therein and that no representation or warranty has been made by the Authority with respect to interest rates on, or the amount to be earned as a result of, any such investment. Neither the Authority nor the Trustee shall have any liability arising out of or in connection with the making of any investment authorized by the provisions of the Resolution summarized in Appendix D under the heading "**Security for Deposits and Investment of Funds**" in the manner provided therein, or for any loss,



## ***Appendix C***

irect or indirect, resulting from any such investment. The Authority agrees that it shall direct the making of investments as permitted by the Resolution as soon as practicable when moneys are legally available therefor.

*(Section 32)*

### **Limitation on Agreements**

The College shall not enter into any contract or agreement which impairs the College's ability to comply with the provisions of the Loan Agreement relating to financial obligations of the College in any material respect.

*(Section 34)*

### **Arbitrage; Tax Exemption**

Each of the College and the Authority covenants that it shall take no action, nor shall it approve the Trustee's taking any action or making any investment or use of the proceeds of the Bonds, which would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code, and any proposed or final regulations thereunder as are applicable to the Bonds at the time of such action, investment or use. The College (or any related person, as defined in Section 147(a)(2) of the Code) shall not, pursuant to an arrangement, formal or informal, purchase Bonds in an amount related to the amount of any obligation to be acquired from the College by the Authority.

The College covenants that it will not take any action or fail to take any action which would cause any representation or warranty of the College contained in the Tax Certificate then to be untrue and shall comply with all covenants and agreements of the College contained in the Tax Certificate, in each case to the extent required by and otherwise in compliance with such Tax Certificate.

*(Section 35)*

### **Limitation on Authority Rights**

As long as no Event of Default has occurred and is continuing, and no event has occurred that, with the giving of notice or lapse of time, or both, would constitute an Event of Default, the Authority will not, without the prior written consent of the College (i) change the dates on which an Option Bond is to be tendered for purchase or the period during which a Variable Interest Rate Bond is to bear interest at a particular rate, (ii) convert a Variable Interest Rate Bond to bear interest at a fixed rate to its maturity, (iii) seek the removal or resignation of a Remarketing Agent or appoint a successor Remarketing Agent, (iv) amend or modify the dates on or Redemption Price at which a Variable Interest Rate Bond after its conversion to bear interest at a fixed rate to the maturity date thereof may be redeemed at the election or direction of the Authority in accordance with the Resolution or (v) remarket at a price other than par any Option Bond tendered or deemed to have been tendered for purchase. The College may, at any time no Event of Default, or an event that, with the giving of notice or lapse of time, or both, would constitute an Event of Default, has occurred and is continuing, request the Authority to take such action as may be required by the Resolution or the Series Resolution or the Bond Series Certificate to change the dates on which such Option Bonds are to be tendered for purchase or the period during which such Variable Interest Rate Bonds shall bear interest at a particular rate or to convert such Variable Interest Rate Bonds to bear interest at a fixed rate to their maturity.

*(Section 36)*

### **Certificate as to Representations and Warranties**

The obligations of the Authority under the Loan Agreement and the delivery of the Bonds are conditioned upon the receipt by the Authority at or prior to delivery of the Bonds of a certificate of an Authorized Officer of the College acceptable to the Authority to the effect that the representations and warranties contained in the Loan

Agreement are true and correct and in full force and effect on and as of the date of delivery of the Bonds as if made on the date of delivery of the Bonds.

*(Section 39)*

#### **Further Assurances**

The College, at any and all times, shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as are necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities, funds and security interests by the Loan Agreement or by the Resolution pledged, assigned or granted, or intended so to be, or which the College may after the date of the Loan Agreement become bound to pledge, assign or grant to the Authority pursuant to the Loan Agreement.

*(Section 42)*

#### **Amendments to Loan Agreement and Reimbursement Agreement; Substitute Credit Facility**

(a) The Loan Agreement may be amended only in accordance with the Resolution and the Intercreditor Agreement and each amendment shall be made by an instrument in writing signed by the College and the Authority, an executed counterpart of which shall be filed with the Trustee. The College covenants that (i) it shall not amend or supplement any Reimbursement Agreement (which covenant shall not apply to waivers) nor shall it execute a reimbursement agreement to provide for a Substitute Credit Facility, in either case, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed and (ii) it shall promptly provide a copy of any amendment or supplement to any Reimbursement Agreement to the Trustee.

(b) The college shall use its best efforts to obtain an extension of any Credit Facility or Substitute Credit Facility not later than the 90th day prior to the expiration date of such Credit Facility or such earlier day if required by the terms of the then-existing Credit Facility.

*(Section 43)*

#### **Termination**

The Loan Agreement shall remain in full force and effect until no Bonds are Outstanding and until all other payments, expenses and fees payable under the Loan Agreement by the College shall have been made or provision made for the payment thereof; **provided, however**, that the liabilities and the obligations of the College under the Loan Agreement relating to the prompt payment of arbitrage rebate and to provide reimbursement for or indemnification against expenses, costs or liabilities made or incurred pursuant to provisions of the Loan Agreement summarized under the headings “**Damage or Condemnation**” and “**Taxes and Assessments**” above and provisions of the Loan Agreement related to indemnity by the College shall nevertheless survive any such termination. Upon such termination, the Authority shall promptly deliver such documents as may be reasonably requested by the College to evidence such termination and the discharge of the College’s duties under the Loan agreement and the release or surrender of any security interests granted by the College to the Authority pursuant to the Loan Agreement.

*(Section 44)*

#### **Covenant as to Credit Facility and Liquidity Facility**

The College covenants to maintain a Credit Facility and a Liquidity Facility (as such terms are defined in the Bond Series Certificate relating to the Bonds) with respect to the Bonds pursuant to and in accordance with the requirements set forth in such Bond Series Certificate.

*(Section 50)*

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**SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTIONS  
AND THE BOND SERIES CERTIFICATE**

*Appendix D*

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## **SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION**

The following is a brief summary of certain provisions of the Resolution and the Bond Series Certificate pertaining to the Bonds. This summary does not purport to be complete and reference is made to the Resolution and the Bond Series Certificate for full and complete statements of such and all provisions. The headings below are not part of the Resolution and the Bond Series Certificate but have been added for ease of reference only. Defined terms used herein shall have the meanings ascribed to them in Appendix A or in the body of this Official Statement.

### **Resolution and Bonds Constitute a Contract**

It is the intent of the Resolution to authorize the issuance by the Authority, from time to time, of its Barnard College Revenue Bonds in one or more Series, each such Series to be authorized by a separate Series Resolution and, inter alia, to be separately secured from each other Series of Bonds. Each such Series of Bonds shall be separate and apart from any other Series of Bonds authorized by a different Series Resolution and the Holders of Bonds of such Series shall not be entitled to the rights and benefits conferred upon the Holders of Bonds of any other Series of Bonds by the respective Series Resolution authorizing such Series of Bonds. With respect to each Series of Bonds, in consideration of the purchase and acceptance of any and all of the Bonds of a Series authorized to be issued under the Resolution and a Series Resolution by those who shall hold or own the same from time to time, the Resolution and such Series Resolution shall be deemed to be and shall constitute a contract among the Authority, the Trustee and the Holders from time to time of such Bonds of a Series, and the pledge and assignment to the Trustee made in the Resolution and the covenants and agreements set forth to be performed by or on behalf of the Authority shall be for the equal and ratable benefit, protection and security of the Holders of any and all of the Bonds of a Series, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Bonds of such Series over any other Bonds of such Series except as expressly provided in the Resolution or permitted by the Resolution or by a Series Resolution.

*(Section 1.03)*

### **Assignment of Certain Rights and Remedies**

With respect to each Series of Bonds, as security for the payment of the principal Sinking Fund Installments, if any, and Redemption Price of, and interest on, the Outstanding Bonds of such Series and for the performance of each other obligation of the Authority under the Resolution and under a Series Resolution, the Authority may, and upon the occurrence of an event of default under the Resolution shall, grant, pledge and assign to the Trustee all of the Authority's estate, right, title, interest and claim in, to and under the Loan Agreement, together with all rights, powers, security interests, privileges, options and other benefits of the Authority under such Loan Agreement, including, without limitation, the immediate and continuing right to receive, enforce and collect (and to apply the same in accordance with the Resolution) all Revenues, insurance proceeds, sale proceeds and other payments and other security now or hereafter payable to or receivable by the Authority under the Loan Agreement, and the right to make all waivers and agreements in the name and on behalf of the Authority, as Trustee for the benefit of the Bondholders of such Series, and to perform all other necessary and appropriate acts under the Loan Agreement, subject to the following conditions, that (i) the Holders of such Bonds of such Series, if any, shall not be responsible or liable in any manner or to any extent for the performance of any of the covenants or provisions thereof to be performed by the Authority and (ii) that, unless and until the Trustee, in its discretion exercised following an "Event of Default" under the Loan Agreement that is continuing, so elects, by an instrument in writing delivered to the Authority and the College (and then, only to the extent that the Trustee so elects), the Trustee shall not be responsible or liable in any manner or to any extent for the performance of any of the covenants or provisions contained in the Loan Agreement to be performed by the Authority (except to the extent of actions undertaken by the Trustee in the course of its performance of any such covenant or provision) the Authority, however, to remain liable to observe and perform all the conditions and covenants, in the Loan Agreement, provided to be observed and performed by it; and (iii) that any grant, pledge and assignment of money, revenues, accounts, rights or other property of the College made with respect to the Loan Agreement pursuant to the Resolution as summarized herein shall secure, in the case of the Loan Agreement, only the payment of the amounts payable under the Loan Agreement.

## *Appendix D*

Any grant, pledge or assignment made pursuant to the Resolution as summarized herein, shall be made by instruments in form and substance reasonably satisfactory to the Trustee executed and delivered by the Authority as soon as practicable after the occurrence of an event of default under the Resolution, but in no event more than thirty (30) days thereafter. The Trustee shall accept such grant, pledge and assignment which acceptance shall be evidenced in writing and signed by an Authorized Officer of the Trustee in form and substance reasonably satisfactory to the Authority.

If an event of default under the Resolution has been cured and is no longer continuing, the Trustee, as soon as practicable after the written request of the Authority, shall re-grant and re-assign to the Authority, and release from any pledge made by the Authority pursuant to the Resolution as summarized herein, all of the Authority's estate, right, title, interest and claim in, to and under the Loan Agreement, together with all rights, powers, security interests, privileges, options and other benefits of the Authority thereunder, theretofore granted, pledged or assigned to the Trustee pursuant to the Resolution. The Trustee shall execute such instruments as the Authority may reasonably require to effect or evidence such re-grant, re-assignment or release.

*(Section 1.04)*

### **Refunding Bonds**

All or any portion of one or more Series of Refunding Bonds may be authenticated and delivered upon original issuance to refund all Outstanding Bonds, one or more Series of Outstanding Bonds, a portion of a Series of Outstanding Bonds or a portion of a maturity of a Series of Outstanding Bonds. The Authority may issue Refunding Bonds of a Series in an aggregate principal amount sufficient, together with other money available therefor, to accomplish such refunding and to make such deposits required by the Resolution and by the Series Resolution authorizing such Series of Refunding Bonds.

The Refunding Bonds of such Series shall be authenticated and delivered by the Trustee only upon receipt by the Trustee (in addition to the documents required by the Resolution) of:

- (a) If the Bonds to be refunded are to be redeemed, irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds to be refunded on a redemption date specified in such instructions;
- (b) Irrevocable instructions to the Trustee, satisfactory to it, to duly give the notice provided for in the defeasance provisions of the Resolution to the Holders of the Bonds being refunded;
- (c) Either (i) money in an amount sufficient to effect payment of the principal at maturity or the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the maturity or redemption date, which money shall be held by the Trustee or any one or more of the Paying Agents in a separate fund or account irrevocably in trust for and assigned to the respective Holders of the Bonds to be refunded or (ii) Defeasance Securities in such principal amounts, of such maturities, bearing such interest and otherwise having such terms and qualifications, as shall be necessary to comply with the defeasance provisions of the Resolution, which Defeasance Securities and money shall be held in trust and used only as provided in the defeasance provisions of the Resolution; and
- (d) A certificate of an Authorized Officer of the Authority containing such additional statements as may be reasonably necessary to show compliance with the requirements summarized herein.

The proceeds, including accrued interest, of Refunding Bonds shall be applied simultaneously with the delivery of such Refunding Bonds in the manner provided in or as determined in accordance with the Series Resolution authorizing such Refunding Bonds or the Bond Series Certificate relating to such Series of Refunding Bonds.

*(Section 2.04)*

### **Additional Obligations**

The Authority reserves the right to issue bonds, notes or any other obligations or otherwise incur indebtedness pursuant to other and separate resolutions or agreements of the Authority, so long as such bonds, notes or other obligations are not, or such other indebtedness is not, except as provided in the Resolution, entitled to a charge, lien or right prior or equal to the charge or lien created by the Resolution, or prior or equal to the rights of the Authority and Holders of Bonds as provided by the Resolution.

*(Section 2.05)*

## **Redemption and Purchase of Bonds**

### **Authorization of Redemption**

Bonds of a Series subject to redemption prior to maturity pursuant to the Resolution or to a Series Resolution or a Bond Series Certificate shall be redeemable, in accordance with the Resolution, at such times, at such Redemption Prices and upon such terms as may otherwise be specified in the Resolution or in the Series Resolution authorizing such Series or the applicable Bond Series Certificate.

*(Section 4.01)*

### **Redemption at the Election or Direction of the Authority**

In the case of any redemption of Bonds of a Series other than as summarized in the following paragraph, the Authority shall give written notice to the Trustee and each applicable Provider of its election or direction to redeem, of the Series and of the principal amounts of the Bonds of each maturity of such Series to be redeemed. The Series, maturities and principal amounts thereof to be redeemed at the election or direction of the Authority shall be determined by the Authority in its sole discretion, subject to any limitations with respect thereto contained in the Resolution or in the Series Resolution authorizing such Series or the applicable Bond Series Certificate. Such notice shall be given to the Trustee and each applicable Provider at least sixty (60) days prior to the date on which such Bonds are to be redeemed, or such lesser number of days as shall be acceptable to the Trustee. Unless the notice of redemption required by the Resolution provides that the redemption is subject to the condition that money for payment of the Redemption Price is available on the redemption date, such notice shall not be given unless prior to the date such notice is given, the Authority shall have paid or caused to be paid to the Trustee an amount which, in addition to other amounts available therefor held by the Trustee, is sufficient to redeem, on the redemption dates at the Redemption Price thereof, together with interest accrued and unpaid thereon to the redemption date, all of the Bonds of such Series to be so redeemed.

*(Section 4.02)*

### **Redemption Other Than at Authority's Election or Direction**

Whenever by the terms of the Resolution the Trustee is required to redeem Bonds of a Series through the application of mandatory Sinking Fund Installments, the Trustee shall select the Bonds of such Series, and maturities to be redeemed in the manner summarized in the following paragraph, give the notice of redemption and pay out of money available therefor the Redemption Price thereof, together with interest accrued and unpaid thereon to the redemption date, to the appropriate Paying Agents in accordance with the terms of the Resolution.

*(Section 4.03)*

### **Selection of Bonds to Be Redeemed**

Unless otherwise provided in the Series Resolution authorizing the issuance of Bonds of a Series or the Bond Series Certificate relating to such Bonds, in the event of redemption of less than all of the Outstanding Bonds of like Series, maturity and tenor, the Trustee shall assign to each Outstanding Bond of the Series, maturity and

## *Appendix D*

tenor to be redeemed a distinctive number for each unit of the principal amount of such Bond equal to the lowest denomination in which the Bonds of such Series are authorized to be issued and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to such Bonds as many numbers as, at such unit amount equal to the lowest denomination in which the Bonds of such Series are authorized to be issued for each number, shall equal the principal amount of such Bonds to be redeemed. In making such selections the Trustee may draw such Bonds by lot (i) individually or (ii) by one or more groups, the grouping for the purpose of such drawing to be by serial numbers (or, in the case of Bonds of a denomination of more than the lowest denomination in which the Bonds of such Series are authorized to be issued, by the numbers assigned thereto as summarized herein) which end in the same digit or in the same two digits. If in such a case, upon any drawing by groups, the total principal amount of Bonds drawn shall exceed the amount to be redeemed, the excess may be deducted from any group or groups so drawn in such manner as the Trustee may determine. The Trustee may in its discretion assign numbers to aliquot portions of Bonds and select part of any Bond for redemption. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; **provided, however**, that only so much of the principal amount of each such Bond of a denomination of more than the lowest denomination in which the Bonds of such Series are authorized to be issued shall be redeemed as shall equal the lowest denomination in which the Bonds of such Series are authorized to be issued for each number assigned to it and so selected.

For purposes of the Resolution as summarized herein, the lowest denomination in which a Capital Appreciation Bond is authorized to be issued shall be the lowest Accreted Value authorized to be due at maturity on such Bonds and the lowest denomination in which a Deferred Income Bond is authorized to be issued shall be the lowest Appreciated Value on the Interest Commencement Date authorized for such Bonds.

*(Section 4.04)*

### **Notice of Redemption**

Whenever Bonds of a Series are to be redeemed, the Trustee shall give notice of the redemption of such Bonds in the name of the Authority which notice shall specify: (i) the Bonds to be redeemed which shall be identified pursuant to the Resolution, the maturity dates and interest rates of the Bonds to be redeemed and the date such Bonds were issued; (ii) the numbers and other distinguishing marks of the Bonds to be redeemed, including CUSIP numbers; (iii) the redemption date; (iv) the Redemption Price; (v) the principal amount of each Bond to be redeemed; (vi) the date of publication, if any, of the notice of redemption; (vii) that except in the case of Book-Entry Bonds, such Bonds will be redeemed at the principal corporate trust office of the Trustee giving the address thereof and the name and telephone number of a representative of the Trustee to whom inquiries may be directed; (viii) that no representation is made as to the correctness of the CUSIP number either as printed on the Bonds or as contained in such notice and that an error in a CUSIP number as printed on such Bond or as contained in such notice shall not affect the validity of the proceedings for redemption; and (ix) if the Authority's obligation to redeem the Bonds is subject to conditions, a statement that describes the condition to such redemption. Any notice of redemption, other than a notice for special or extraordinary redemption provided for in a Series Resolution or Bond Series Certificate, may state that the redemption is conditioned upon receipt by the Trustee, on or prior to the redemption date, of moneys sufficient to pay the Redemption Price of the Bonds to be redeemed, and that if such moneys are not received such notice shall be of no force or effect and such Bonds shall not be required to be redeemed.

Such notice shall further state that on such date there shall become due and payable upon each Bond of a Series to be redeemed the Redemption Price thereof, together with interest accrued and unpaid thereon to the redemption date, and that, from and after such date, payment having been made or provided for, interest thereon shall cease to accrue. Such notice shall be given by mailing a copy of such notice not less than thirty (30) days nor more than forty-five (45) days prior to the redemption date or, in the case of Variable Interest Rate Bonds or Option Bonds, such shorter period as shall be established by the Series Resolution authorizing such Bonds or the Bond Series Certificate relating thereto, but in no event less than fifteen (15) days prior to the redemption date. Such notice shall be sent by first class mail, postage prepaid, to the registered owners of the Bonds which are to be redeemed, at their last known addresses, if any, appearing on the registration books not more than ten (10) Business Days prior to the date such notice is given. Upon giving such notice, the Trustee shall promptly certify to the Authority that it has mailed or caused to be mailed such notice to the Holders of the Bonds to be redeemed in the manner provided in the Resolution. Such certificate shall be conclusive evidence that such notice was given in the manner required by the Resolution. The failure of any Holder of a Bond of a Series to be redeemed to receive such

notice shall not affect the validity of the proceedings for the redemption of the Bonds. If directed in writing by an Authorized Officer of the Authority, the Trustee shall also give such notice by publication thereof once in an Authorized Newspaper, such publication to be not less than thirty (30) days nor more than forty-five (45) days prior to the redemption date or, in the case of Variable Interest Rate Bonds or Option Bonds, such shorter period as shall be established by the Series Resolution authorizing such Bonds or the Bond Series Certificate relating thereto, but in no event less than fifteen (15) days prior to the redemption date; **provided, however**, that such publication shall not be a condition precedent to such redemption, and failure to so publish any such notice or a defect in such notice or in the publication thereof shall not affect the validity of the proceedings for the redemption of the Bonds.

In addition, unless otherwise provided for in a Series Resolution with respect to a Series of Bonds, the Trustee shall (i) if any of the Bonds to be redeemed are Book Entry Bonds, mail a copy of the notice of redemption to the Depository for such Book Entry Bonds not less than thirty-five (35) days prior to the redemption date, but, if notice of redemption is to be published as aforesaid, in no event later than five (5) Business Days prior to the date of publication, and (ii) mail a copy of the notice of redemption to Kenny Information Systems Notification Service and to Standard & Poor's Called Bond Record, or to any successor thereof, in each case at the most recent address therefor. Such copies shall be sent by certified mail, return receipt requested, but mailing such copies shall not be a condition precedent to such redemption and failure to so mail or of a person to which such copies were mailed to receive such copy shall not affect the validity of the proceedings for the redemption of the Bonds.

*(Section 4.05)*

#### **Payment of Redeemed Bonds**

Notice having been given by mail in the manner provided in the Resolution, the Bonds of a Series or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender of such Bonds, other than Book Entry Bonds of like Series, maturity and tenor to be redeemed in part, at the office or offices specified in such notice, and, in the case of Bonds presented by other than the registered owner, together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney, such Bonds, or portions thereof, shall be paid at the Redemption Price plus interest accrued and unpaid to the redemption date. Payment of the Redemption Price shall be made, upon the request of the registered owner of one million dollars (\$1,000,000) or more in principal amount of Bonds to be redeemed, by wire transfer to such registered owner at the wire transfer address in the continental United States to which such registered owner has, at the time such Bonds are surrendered to the Trustee, directed in writing the Trustee to wire such Redemption Price. If there shall be drawn for redemption less than all of the principal amount of a registered Bond of a Series, the Authority shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the registered Bond so surrendered, Bonds of like Series, maturity and tenor in any of the authorized denominations. If, on the redemption date, money for the redemption of all Bonds of a Series or portions thereof of any like Series, maturity and tenor to be redeemed, together with interest accrued and unpaid thereon to the redemption date, shall be held by the Trustee and Paying Agents so as to be available therefor on such date and if notice of redemption shall have been mailed as aforesaid, then, from and after the redemption date, interest on such Bonds or portions thereof so called for redemption shall cease to accrue and such Bonds shall no longer be considered to be Outstanding under the Resolution. If such money shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

*(Section 4.06)*

#### **Purchase of Purchased Bonds**

Whenever Bonds are to be purchased at the election of the College, written notice thereof and of the Bonds of the Series and maturity to be so purchased having been given by the College to the Authority, the Trustee, and each applicable Provider, the Trustee shall select the particular Bonds of such Series and maturity to be so purchased in the same manner as provided in the Resolution for the selection of Bonds to be redeemed in part. Promptly thereafter the Trustee shall give notice of the purchase of the Bonds at the times and in the manner provided in the Series Resolution authorizing such Bonds or the Bond Series Certificate related thereto. The Trustee shall not give



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such notice unless prior to the date such notice is given, the College has caused to be delivered to the Trustee the written consent to such purchase of the Authority and each applicable Provider. All such purchases may be subject to conditions to the College's obligation to purchase such Bonds and shall be subject to the condition that money for the payment of the purchase price therefor is available on the date set for such purchase. Notice of purchase having been given in the manner required by the Series Resolution authorizing the Bonds to be so purchased or the Bond Series Certificate relating thereto, then, if sufficient money to pay the purchase price of such Bonds is held by the Trustee, the purchase price of the Bonds or portions thereof so called for purchase shall become due and payable on the date set for purchase, upon presentation and surrender of such Bonds (other than Book Entry Bonds) to be purchased at the office or offices specified in such notice, and, in the case of Bonds presented by other than the registered owner, together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney. Payment of the purchase price of other than Book Entry Bonds shall be made, upon the request of the registered owner of one million dollars (\$1,000,000) or more in principal amount of Bonds to be so purchased, by wire transfer to such registered owner at the wire transfer address in the continental United States to which such registered owner has prior to the purchase date directed in writing the Trustee to wire such purchase price. Bonds so purchased shall be considered to be Outstanding and each such Bond so purchased that is not a Book Entry Bond shall be registered in the name or at the direction of the College.

*(Section 4.07)*

### **Pledge of Revenues; Funds and Accounts; Revenues and Application Thereof**

#### **Pledge of Revenues**

The proceeds from the sale of a Series of Bonds, the applicable Revenues and, except as otherwise provided in the Resolution, all funds and accounts established by the Resolution, other than the Arbitrage Rebate Fund, are pursuant to the Resolution subject to the adoption of a Series Resolution pledged and assigned to the Trustee as security for the payment of the principal and Redemption Price of and interest on such Series of Bonds, all in accordance with the Resolution and the Series Resolution. The pledge made pursuant to the Resolution shall relate only to the Bonds of a Series authorized by such Series Resolution and no other Series of Bonds and such pledge shall not secure any such other Series of Bonds. The pledge made by the Resolution is valid, binding and perfected from the time when the pledge attaches and the proceeds from the sale of a Series of Bonds, the applicable Revenues and all funds and accounts established by the Resolution and by a Series Resolution which are pledged by the Resolution shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid, binding and perfected as against all parties having claims of any kind in tort, contract or otherwise against the Authority irrespective of whether such parties have notice thereof. No instrument by which such pledge is created nor any financing statement need be recorded or filed. The Bonds of each Series shall be special obligations of the Authority payable solely from and secured by a pledge of the proceeds from the sale of such Series of Bonds, the applicable Revenues and the funds and accounts established by the Resolution and a Series Resolution and which are pledged by the Resolution as provided in the Resolution, which pledge shall constitute a first lien thereon. In the event that (i) the principal of and interest on the Bonds has become immediately due and payable because an event of default has occurred and is continuing under the Resolution, or (ii) the Trustee shall draw against the Credit Facility in connection with the redemption, in whole, of the Bonds, and in either such case the Provider shall have provided the Trustee with funds pursuant to the Credit Facility for the payment in full of the principal of and the interest on the Bonds then, and in such event, the Provider shall be subrogated to all rights theretofore possessed under the Resolution and the Loan Agreement by the Trustee and the Holders of the Bonds in respect of which such principal and interest shall have been paid with funds provided by the Provider (to the extent such funds provided by the Provider pursuant to the Credit Facility shall not have been reimbursed to the Provider). After the payment in full of all Bonds owned by the Holders thereof, any reference in the Bond Series Certificate relating to the Series 2008 Bonds to the Holders of the Bonds or to the Bondholders shall mean the Provider to the extent of its subrogation rights resulting from payments made pursuant to the Credit Facility.

*(Section 5.01 of the Resolution and Section 7.08 of the Bond Series Certificate relating to the Series 2008 Bonds)*



### **Establishment of Funds and Accounts**

Unless otherwise provided by a Series Resolution, the following funds are authorized to be established by the Resolution and shall be held and maintained for each Series of Bonds by the Trustee separate and apart from any other funds established and maintained pursuant to any other Series Resolution authorized by the Resolution:

Construction Fund;  
Debt Service Fund; and  
Arbitrage Rebate Fund.

In addition to the accounts and subaccounts, if any, required to be established by the Resolution or by any Series Resolution, or any Bond Series Certificate, the Authority may for purposes of internal accounting establish such other accounts and subaccounts as the Authority or the Trustee deems proper, necessary or desirable. All money at any time deposited in any fund, account or subaccount created and pledged hereby or by any Series Resolution or required thereby to be created shall be held in trust for the benefit of the Holders of Bonds, but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes provided in the Resolution, unless otherwise provided in the applicable Series Resolution; **provided, however**, that the proceeds derived from the remarketing of Option Bonds tendered or deemed to have been tendered for purchase in accordance with the Series Resolution authorizing the issuance of such Bonds or the Bond Series Certificate relating to such Bonds or derived from a Liquidity Facility relating to such Bonds, and any fund or account established by or pursuant to such Series Resolution for the payment of the purchase price of Option Bonds so tendered or deemed to have been tendered, shall not be held in trust for the benefit of the Holders of Bonds other than such Option Bonds and are pledged by the Resolution for the payment of the purchase price of such Option Bonds.

*(Section 5.02)*

### **Debt Service Fund and the Credit Facility Repayment Fund**

There is pursuant to the Bond Series Certificate established in the Debt Service Fund (i) a Credit Facility Account, (ii) a Redemption Account, and (iii) an Institution Payments Account. There is also pursuant to the Bond Series Certificate relating to the Series 2008 Bonds established a Credit Facility Repayment Fund.

*(Section 5.03 of the Bond Series Certificate relating to the Series 2008 Bonds)*

### **Credit Facility Repayment Fund**

The Credit Facility Repayment Fund is to be held by the Trustee for the exclusive benefit of the Provider with respect to the Bonds. On the day that amounts drawn under the Credit Facility are received by the Trustee and deposited in the Credit Facility Account of the Debt Service Fund, the Trustee shall withdraw from the Institution Payments Account of the Debt Service Fund an amount sufficient to reimburse the applicable Provider for the amount of such draw under the Credit Facility and for any other previously unreimbursed draw on the Credit Facility, and shall transfer such amounts to the Credit Facility Repayment Fund. Subject to the succeeding sentence, on any day on which the Trustee has received amounts drawn under a Credit Facility, the Trustee shall withdraw from the Credit Facility Repayment Fund an amount sufficient to reimburse the Provider under whose Credit Facility funds were drawn for the amount of such draw and shall transfer such amount to the Provider. The Trustee shall not transfer moneys from the Debt Service Fund or any other fund or account to reimburse the Provider for amounts drawn on such Credit Facility until after the amounts drawn on the Credit Facility shall have been deposited into the Credit Facility Account. The Trustee shall notify the College in writing promptly following each payment to the Provider with amounts in the Credit Facility Repayment Fund.

*(Section 5.05 of the Bond Series Certificate relating to the Series 2008 Bonds)*

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**Purchase and Remarketing Fund**

Pursuant to the Series Resolution relating to the Series 2008 Bonds, the following Accounts shall be established within the Purchase and Remarketing Fund: (i) the Purchase Account, (ii) the Remarketing Proceeds Account and (iii) the Authority Available Moneys Account. The Purchase Account, the Remarketing Proceeds Account, the Authority Available Moneys Account and the moneys derived from the remarketing of the Series 2008 Bonds or from a Credit Facility from time to time on deposit therein are pledged by the Authority pursuant to the Bond Series Certificate relating thereto, and the Authority pursuant to such Bond Series Certificate grants a security interest therein to the Trustee, to secure payment of the Purchase Price of Tendered Bonds and the obligations of the College to the Provider under the Reimbursement Agreement. Amounts in the Purchase Account, the Remarketing Proceeds Account and the Authority Available Moneys Account shall, except as otherwise described below, be held separate and apart from and not be commingled with amounts held in any other fund or account established under the Resolution or with any other moneys of the Authority, the Tender Agent or the Trustee. The moneys in such accounts within the Purchase and Remarketing Fund shall be held uninvested and without liability on the part of the Trustee for interest thereon.

All amounts received by the Tender Agent from a Remarketing Agent representing the proceeds from the remarketing of Tendered Bonds shall be deposited in the Remarketing Proceeds Account and shall be used only for the payments of the Purchase Price of Tendered Bonds so remarketed as provided in the Bond Series Certificate relating to the Series 2008 Bonds. All amounts derived from a drawing on a Credit Facility to pay the Purchase Price of Tendered Bonds that are not remarketed shall be deposited in the Purchase Account and used only for the payment of the Purchase Price of Tendered Bonds in the manner at the times specified in such Bond Series Certificate. All other available moneys, including moneys transferred from the Credit Facility Account to pay accrued interest on the Tendered Bonds, to be applied to the payment of the Purchase Price of Tendered Bonds shall be deposited in the Authority Available Moneys Account and used only for the payment of the Purchase Price of Tendered Bonds in the manner specified in such Bond Series Certificate. No moneys, other than moneys transferred from the Credit Facility Account as described in the preceding sentence, provided by the Authority or the College shall be accepted for deposit to the credit of the Purchase Account, the Remarketing Proceeds Account or the Authority Available Moneys Account, nor shall any such moneys, if deposited by mistake or otherwise, be used to pay the Purchase Price of Tendered Bonds. Moneys in the Purchase and Remarketing Fund shall be held uninvested and without liability for interest thereon. The Tender Agent shall hold all moneys delivered to it hereunder for the purchase of Bonds in trust as agent and bailee of, and in escrow for the benefit of, the person or entity which shall have so delivered such moneys until such Bonds are purchased with such moneys. Notwithstanding anything contained in this paragraph to the contrary, moneys on deposit in the Remarketing Proceeds Account, not needed to pay the Purchase Price of Tendered Bonds shall be transferred to the Credit Facility Account to reimburse the Credit Facility Account for transfers necessary to pay accrued interest on the Tendered Bonds as provided in this paragraph.

The Purchase Price of Tendered Bonds shall be paid solely with available moneys on deposit in the accounts within the Purchase and Remarketing Fund in the following order of priority:

- First: From Available Moneys in the Remarketing Proceeds Account;
- Second: From Available Moneys in the Purchase Account; and
- Third: From Available Moneys in the Authority Available Moneys Account.

*(Section 5.02 of the Bond Series Certificate relating to the Series 2008 Bonds)*

**Application of Money in the Construction Fund**

As soon as practicable after the delivery of each Series of Bonds, the Trustee shall deposit in the Construction Fund the amount required to be deposited therein pursuant to the Series Resolution authorizing such Series or the Bond Series Certificate relating to such Series. In addition, the Authority shall pay over to the Trustee and the Trustee shall deposit in the Construction Fund any money paid to the Authority pursuant to provisions of the Resolution summarized under the heading “**Deposit of Certain Money in the Construction Fund**” below, and all amounts paid by the College which by the terms of the Loan Agreement are required to be deposited therein.

Except as otherwise provided in the Resolution and in any applicable Series Resolution or Bond Series Certificate, money deposited in the Construction Fund shall be used only to pay the Costs of Issuance and the Costs of the Project with respect to such Series of Bonds.

Payments for Costs of Issuance shall be made by the Trustee upon receipt of, and in accordance with, a certificate or certificates signed by an Authorized Officer of the Authority stating the names of the payees, the purpose of each payment in terms sufficient for identification, and the respective amounts of each such payment. Payments for Costs of the Project shall be made by the Trustee upon receipt of, and in accordance with, a certificate or certificates signed by an Authorized Officer of the Authority, substantiated by a certificate filed with the Authority in accordance with the Loan Agreement naming the Project and describing in reasonable detail the purpose for which money was used and the amount thereof, and further stating that such purpose constitutes a necessary part of the Costs of such Project, except that payments to pay interest on Bonds of a Series shall be made by the Trustee upon receipt of, and in accordance with, the direction of an Authorized Officer of the Authority directing the Trustee to transfer such amount from the Construction Fund to the Debt Service Fund.

Any proceeds of insurance, condemnation or eminent domain awards received by the Trustee, the Authority or the College with respect to a Project shall be deposited in the Construction Fund and, if necessary, such fund may be re-established for such purpose.

The Project shall be deemed to be complete upon delivery to the Authority and the Trustee of a certificate signed by an Authorized Officer of the College, which certificate shall be delivered as soon as practicable after the date of completion of such Project, or upon delivery to the College and the Trustee of a certificate signed by an Authorized Officer of the Authority which certificate may be delivered at any time after completion of such Project. Each such certificate shall state that such Project has been completed substantially in accordance with the plans and specifications, if any, applicable to such Project and that such Project is ready for occupancy or use, and, in the case of a certificate of an Authorized Officer of the College, shall specify the date of completion.

Upon receipt by the Trustee of a certificate relating to the completion of a Project, the money, if any, then remaining in the Construction Fund relating to the Project, after making provision in accordance with the direction of an Authorized Officer of the Authority for the payment of any Costs of Issuance and Costs of such Project – then unpaid, shall be paid or applied by the Trustee as follows and in the following order of priority:

First: Upon the direction of an Authorized Officer of the Authority, to the Arbitrage Rebate Fund, the amount set forth in such direction; and

Second: To the Debt Service Fund, to be applied in accordance with the Resolution, any balance remaining.

(Section 5.04)

### **Deposit of Revenues and Allocation Thereof**

Notwithstanding the provisions of the Resolution, the Revenues and any other moneys that, by any of the provisions of the Loan Agreement, are required to be paid to the Trustee (other than moneys paid to the Trustee for deposit in the Construction Fund pursuant to the Series Resolution relating to the Series 2008 Bonds) shall upon receipt thereof be deposited or paid by the Trustee as follows and in the following order of priority:

First: To the Institution Payments Account of the Debt Service Fund, the amount, if necessary, to make the amount in the Debt Service Fund equal to:

- (i) one-sixth (1/6) of the interest coming due on the Series 2008 Bonds on the immediately succeeding Interest Payment Date for such Series 2008 Bonds; *provided, however,* that, if there are less than six (6) such payment dates prior to the first such interest payment date on the Series 2008 Bonds, on each payment date prior to such interest payment date the College shall pay with respect to such Series 2008 Bonds an amount equal to its proportionate share of the

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interest coming due on such Series 2008 Bonds on such interest payment date multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the number of payment dates prior to the first interest payment date on the Series 2008 Bonds; *provided, further*, that while the Series 2008 Bonds are in the Daily Rate Mode or the Weekly Rate Mode, such transfer will be made by the third Business Day preceding the first day of each month in an amount at least equal to the interest which will accrue through the first day of such month on the Series 2008 Bonds;

(ii) One-twelfth (1/12) of the principal and Sinking Fund Installments on the Series 2008 Bonds coming due on such July 1; *provided, however*, that, if there are less than twelve (12) such payment dates prior to the July 1 on which principal or Sinking Fund Installments come due on the Series 2008 Bonds, on each payment date prior to such July 1 the College shall pay with respect to such Series 2008 Bonds an amount equal to the principal and Sinking Fund Installments of the Series 2008 Bonds coming due on such July 1 multiplied by a fraction, the numerator of which is one (1) and the denominator of which is the number of payment dates prior to such July 1; *provided, however*, with respect to Sinking Fund Installments of Option Bonds or Variable Interest Rate Bonds that come due in the months other than July, the terms of this subparagraph shall apply except that references to July shall be replaced with the applicable month(s) in which the related Sinking Fund Installment comes due;

Second: To reimburse the Provider for amounts drawn under the Credit Facility and not reimbursed from funds in the Credit Facility Repayment Fund summarized under the paragraph titled Credit Facility Repayment Fund.

Third: Upon the written direction of an Authorized Officer of the Authority, to the Arbitrage Rebate Fund for such Series in the amount set forth in such direction; and

Fourth: To the Institution Payment Account of the Debt Service Fund for disbursement to the Authority upon receipt by the Trustee of a certificate signed by an Authorized Officer of the Authority, stating in reasonable detail the amounts payable, unless otherwise paid, such amounts as are payable to the Authority for:

(i) any expenditures of the Authority for fees and expenses of auditing, and fees and expenses of the Trustee and Paying Agents, all as required in this paragraph,

(ii) all other expenditures reasonably and necessarily incurred by the Authority in connection with the financing of the Project, including expenses incurred by the Authority to compel full and punctual performance of all the provisions of the Loan Agreement in accordance with the terms thereof, and

(iii) any fees of the Authority.

*(Section 5.04 of the Bond Series Certificate relating to the Series 2008 Bonds)*

**Debt Service Fund**

(a) The Trustee shall on or before the Business Day preceding each interest payment date pay to itself and any other Paying Agent out of the Debt Service Fund:

(i) the interest due and payable on all Outstanding Bonds of a Series on such interest payment date;

(ii) the principal amount due and payable on all Outstanding Bonds of a Series on such interest payment date; and

(iii) the Sinking Fund Installments or other amounts related to a mandatory redemption, if any, due and payable on such interest payment date on Outstanding Bonds of a Series.

The amounts paid out pursuant to the Resolution shall be irrevocably pledged to and applied to such payments.

(b) Notwithstanding the provisions of the Resolution summarized in paragraph (a) above, the Authority may, at any time subsequent to the first day of July of any Bond Year but in no event less than forty-five (45) days prior to the succeeding date on which a Sinking Fund Installment is scheduled to be due, direct the Trustee to purchase, with money on deposit in the Debt Service Fund, at a price not in excess of par plus interest accrued and unpaid to the date of such purchase, Term Bonds to be redeemed from such Sinking Fund Installment. In addition, the College pursuant to the Loan Agreement may deliver, at any time subsequent to July 1 of any Bond Year, but in no event less than forty-five (45) days prior to the succeeding date on which a Sinking Fund Installment is scheduled to be due, to the Trustee for cancellation one or more Term Bonds of the Series and maturity to be so redeemed on such date from such Sinking Fund Installment. Any Term Bond so purchased and any Term Bond so delivered to the Trustee shall be canceled upon receipt thereof by the Trustee and evidence of such cancellation shall be given to the Authority. The principal amount of each Term Bond so canceled shall be credited against the Sinking Fund Installment due on such date; provided, however, that such Term Bond is canceled by the Trustee prior to the date on which notice of redemption is given.

(c) Any Term Bond so delivered to the Trustee shall be canceled upon receipt thereof by the Trustee and evidence of such cancellation shall be given to the Authority. The principal amount of each Term Bond so canceled shall be credited against the Sinking Fund Installment due on such date, provided, however, that such Term Bond is canceled by the Trustee prior to the date on which notice of redemption is given.

(d) Money in the Debt Service Fund in excess of the amount required to pay the principal and Sinking Fund Installments of Outstanding Bonds payable on and prior to the next succeeding July 1, the interest on Outstanding Bonds payable on and prior to the earlier of the next succeeding January 1 or July 1, assuming that a Variable Interest Rate Bond will bear interest, from and after the next date on which the rate at which such Variable Interest Rate Bond bears interest is to be adjusted, at a rate per annum equal to the rate per annum at which such Bonds then bear interest, plus one percent (1%) per annum, and the purchase price or Redemption Price of Outstanding Bonds of a Series theretofore contracted to be purchased or called for redemption, plus accrued interest thereon to the date of purchase or redemption, shall be applied by the Trustee in accordance with the direction of an Authorized Officer of the Authority to the purchase of Outstanding Bonds of any Series at purchase prices not exceeding the Redemption Price applicable on the next interest payment date on which such Bonds are redeemable, plus accrued and unpaid interest to such date, at such times, at such purchase prices and in such manner as an Authorized Officer of the Authority shall direct. If sixty (60) days prior to the end of a Bond Year an excess, calculated as aforesaid, exists in the Debt Service Fund, such money shall be applied by the Trustee in accordance with the direction of an Authorized Officer of the Authority given pursuant to the Resolution to the redemption of Bonds as provided in the redemption provisions of the Resolution, at the Redemption Prices specified in the Series Resolution authorizing the issuance of the Bonds to be redeemed or the Bond Series Certificate relating to such Bonds.

*(Section 5.06)*

#### **Arbitrage Rebate Fund**

The Trustee shall deposit to the Arbitrage Rebate Fund any money delivered to it by the College for deposit therein and, notwithstanding any other provisions of the Resolution, shall transfer to the Arbitrage Rebate Fund, in accordance with the directions of an Authorized Officer of the Authority, money on deposit in any other funds held by the Trustee under the Resolution at such times and in such amounts as shall be set forth in such directions.

Money on deposit in the Arbitrage Rebate Fund shall be applied by the Trustee in accordance with the direction of an Authorized Officer of the Authority to make payments to the Department of the Treasury of the United States of America at such times and in such amounts as the Authority shall determine to be required by the Code to be rebated to the Department of the Treasury of the United States of America. Money which an Authorized



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Officer of the Authority determines to be in excess of the amount required to be so rebated shall, first, be applied to reimburse, pro rata, each Provider for money advanced under a Credit Facility or a Liquidity Facility, including interest thereon which is then unpaid in proportion to the respective amounts advanced by each such Provider, and then be deposited to any fund or account established under the Resolution in accordance with the written direction of such Authorized Officer.

The Authority shall periodically determine the amount which may be required by the Code to be rebated to the Department of the Treasury of the United States of America with respect to each Series of Bonds and direct the Trustee to (i) transfer from any other of the funds and accounts held by the Trustee under the Resolution and deposit to the Arbitrage Rebate Fund such amount as the Authority shall have determined to be necessary in order to enable it to comply with its obligation to rebate money to the Department of the Treasury of the United States of America with respect to such Series of Bonds and (ii) if and to the extent required by the Code, pay out of the Arbitrage Rebate Fund to the Department of the Treasury of the United States of America the amount, if any, required by the Code to be rebated thereto.

*(Section 5.07)*

### **Application of Money in Certain Funds for Retirement of Bonds**

Notwithstanding any other provisions of the Resolution, if at any time (i) the amounts held in the Debt Service Fund are sufficient to pay the principal or Redemption Price of all Outstanding Bonds of a Series and the interest accrued and unpaid and to accrue on such Bonds to the next date of redemption when all such Bonds are redeemable or to make provision pursuant to the Resolution for the payment of the Outstanding Bonds at the maturity or redemption dates thereof, the Trustee shall so notify the Authority and the College. Upon receipt of such notice, the Authority may (i) direct the Trustee to redeem all such Outstanding Bonds of a Series, whereupon the Trustee shall proceed to redeem or provide for the redemption of such Outstanding Bonds in the manner provided for redemption of such Bonds by the Resolution and by a Series Resolution as provided in the redemption provisions of the Resolution, or (ii) give the Trustee irrevocable instructions in accordance with the defeasance provisions of the Resolution and make provision for the payment of such Outstanding Bonds at the maturity or redemption dates thereof in accordance therewith.

*(Section 5.08)*

### **Transfer of Investments**

Whenever money in any fund or account established under the Resolution or under a Series Resolution is to be paid in accordance with the Resolution to another such fund or account, such payment may be made, in whole or in part, by transferring to such other fund or account investments held as part of the fund or account from which such payment is to be made, whose value, together with the money, if any, to be transferred, is at least equal to the amount of the payment then to be made; **provided, however**, that no such transfer of investments would result in a violation of any investment standard or guideline applicable to such fund.

*(Section 5.09)*

## **Security for Deposits and Investment of Funds**

### **Security for Deposits**

All money held under the Resolution by the Trustee shall be continuously and fully secured, for the benefit of the Authority and the Holders of a Series of Bonds, by direct obligations of the United States of America or obligations the principal of and interest on which are guaranteed by the United States of America of a market value equal at all times to the amount of the deposit so held by the Trustee; **provided, however**, (a) that if the securing of such money is not permitted by applicable law, then in such other manner as may then be required or permitted by applicable State or federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds, and (b) that it shall not be necessary for the Trustee or any Paying Agent to give security for

the deposit of any money with them pursuant to the debt service fund provisions or the defeasance provisions of the Resolution and held in trust for the payment of the principal, Sinking Fund Installments, if any, or Redemption Price of or interest on a Series of Bonds, or for the Trustee to give security for any money which shall be represented by obligations purchased or other investments made under the provisions of the Resolution as an investment of such money.

*(Section 6.01)*

### **Investment of Funds and Accounts**

(a) Money held under the Resolution by the Trustee, if permitted by law, shall, as nearly as may be practicable, be invested by the Trustee, upon direction of the Authority given or confirmed in writing, signed by an Authorized Officer of the Authority (which direction shall specify the amount thereof to be so invested), in Government Obligations, Federal Agency Obligations or Exempt Obligations; **provided, however**, that each such investment shall permit the money so deposited or invested to be available for use at the times at which the Authority reasonably believes such money will be required for the purposes of the Resolution.

(b) In lieu of the investments of money in obligations authorized in paragraph (a) summarized above, the Trustee shall, to the extent permitted by law, upon direction of the Authority given or confirmed in writing, signed by an Authorized Officer of the Authority, invest money in the Construction Fund in any Permitted Investment; **provided, however**, that each such investment shall permit the money so deposited or invested to be available for use at the times at which the Authority reasonably believes such money will be required for the purposes of the Resolution; **provided, further**, that (x) any Permitted Collateral required to secure any Permitted Investment shall have a market value, determined by the Trustee or its agent periodically, but no less frequently than weekly, at least equal to the amount deposited or invested including interest accrued thereon, (y) the Permitted Collateral shall be deposited with and held by the Trustee or an agent of the Trustee approved by an Authorized Officer of the Authority, and (z) the Permitted Collateral shall be free and clear of claims of any other person.

(c) Permitted Investments purchased as an investment of money in any fund or account held by the Trustee under the provisions of the Resolution shall be deemed at all times to be a part of such fund or account and the income or interest earned, profits realized or losses suffered by a fund or account due to the investment thereof shall be retained in, credited or charged, as the case may be, to such fund or account.

(d) In computing the amount in any fund or account held by the Trustee under the provisions of the Resolution, each Permitted Investment shall be valued at par or the market value thereof, plus accrued interest, whichever is lower.

(e) Notwithstanding anything to the contrary in the Resolution, the Authority, in its discretion, may direct the Trustee to, and the Trustee shall, sell, present for redemption or exchange any investment held by the Trustee pursuant to the Resolution and the proceeds thereof may be reinvested as provided in the Resolution and summarized in this paragraph. Except as otherwise provided in the Resolution, the Trustee shall sell at the best price obtainable, or present for redemption or exchange, any investment held by it pursuant to the Resolution whenever it shall be necessary in order to provide money to meet any payment or transfer from the fund or account in which such investment is held. The Trustee shall advise the Authority and the College in writing, on or before the fifteenth (15th) day of each calendar month, of the amounts required to be on deposit in each fund and account under the Resolution and of the details of all investments held for the credit of each fund and account in its custody under the provisions of the Resolution as of the end of the preceding month and as to whether such investments comply with the provisions of summarized in paragraphs (a), (b) and (c) above. The details of such investments shall include the par value, if any, the cost and the current market value of such investments as of the end of the preceding month. The Trustee shall also describe all withdrawals, substitutions and other transactions occurring in each such fund and account in the previous month.

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(f) No part of the proceeds of a Series of Bonds or any other funds of the Authority shall be used directly or indirectly to acquire any securities or investments the acquisition of which would cause any Bond of a Series to be an “arbitrage bond” within the meaning of Section 148(a) of the Code.

*(Section 6.02)*

### **Particular Covenants**

#### **Payment of Principal and Interest**

The Authority shall pay or cause to be paid the principal, Sinking Fund Installments, if any, or Redemption Price of and interest on every Bond of each Series on the date and at the places and in the manner provided in the Bonds according to the true intent and meaning thereof.

*(Section 7.01)*

#### **Further Assurance**

The Authority, at any and all times, shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, pledges and assignments created by the Resolution and by the applicable Series Resolution or made or intended to be created or made, or which the Authority may hereafter become bound to pledge or assign.

*(Section 7.04)*

#### **Accounts and Audits**

The Authority shall keep proper books of records and accounts (separate from all other records and accounts), which may be kept on behalf of the Authority by the Trustee, in which complete and correct entries shall be made of its transactions relating to a Series of Bonds including but not limited to the objects and purposes for which proceeds of such Bonds were expended and the respective amounts expended for such objects and purposes. Such books and accounts, at reasonable hours and subject to the reasonable rules and regulations of the Authority, shall be subject to the inspection of the College, the Trustee or of any Holder of a Bond of a Series or his representative duly authorized in writing. The Trustee shall annually prepare a report which shall be furnished to the Authority, to each Provider and to the College. Such report shall include at least: a statement of all funds (including investments thereof) held by such Trustee and the Authority pursuant to the provisions of the Resolution and the applicable Series Resolution; a statement of the Revenues collected in connection with the Resolution and each Series Resolution; and complete and correct entries of the Authority’s transactions relating to each Series of Bonds. A copy of such report shall, upon receipt of a written request therefor, and payment of any reasonable fee or charge made in connection therewith, be furnished to the registered owner of a Bond of a Series or any beneficial owner of a Book Entry Bond requesting the same.

*(Section 7.05)*

#### **Creation of Liens**

Except as permitted by the Resolution or a Series Resolution, the Authority shall not create, cause to be created or suffer or permit the creation of any lien or charge prior or equal to that of the Bonds of a Series on the proceeds from the sale of such Bonds, the applicable Revenues, the rights of the Authority to receive payments to be made under a Loan Agreement that are to be deposited with the Trustee or the funds and accounts established by the Resolutions or by any Series Resolution which are pledged by the Resolution; **provided, however**, that nothing contained in the Resolution shall prevent the Authority from (i) issuing bonds, notes or other obligations or otherwise incurred indebtedness under another and separate resolution so long as the charge or lien created by such



resolution is not prior to the charge or lien created by the Resolution and the Series Resolution and (ii) incurring obligations with respect to a Credit Facility or a Liquidity Facility which are secured by a lien upon and pledge of the applicable Revenues of equal priority with the lien created and the pledge made by the Resolution and by the applicable Series Resolution..

*(Section 7.06)*

#### **Enforcement of Duties and Obligations of the College**

The Authority shall take all legally available action to cause the College to perform fully all duties and acts and comply fully with the covenants of the College required by the Loan Agreement in the manner and at the times provided in the Loan Agreement; **provided, however**, that the Authority may (i) delay or defer enforcement of one or more provisions of the Loan Agreement (other than provisions requiring the payment of money or the delivery of securities to the Trustee for deposit to any fund or account established under the Resolution) if the Authority determines such delay or deferment will not materially adversely affect the interests of the Holders of the Bonds of such Series and (ii) at any time prior to the occurrence of an event of default under the Resolution, annul any declaration that the indebtedness under the Loan Agreement is immediately due and payable and, if prior to the entry of a final judgment or decree in any action or proceeding instituted on account of an event of default under the Loan Agreement, discontinue such action or proceeding if the College shall have cured each event of default under the Loan Agreement.

*(Section 7.07)*

#### **Deposit of Certain Money in the Construction Fund**

In addition to the proceeds of Bonds of a Series to be deposited in the Construction Fund, any moneys paid to the Authority for the acquisition, construction, reconstruction, renovation or equipment of a Project, including the proceeds of any insurance or condemnation award to be so applied shall be deposited in the Construction Fund.

*(Section 7.08)*

#### **Offices for Payment and Registration of Bonds**

The Authority shall at all times maintain an office or agency in the State where Bonds of a Series may be presented for payment. The Authority may, pursuant to a Supplemental Resolution or a Series Resolution or pursuant to a resolution adopted in accordance with the Resolution, designate an additional Paying Agent or Paying Agents where Bonds of the Series authorized thereby or referred to therein may be presented for payment. The Authority shall at all times maintain an office or agency in the State where Bonds of a Series may be presented for registration, transfer or exchange and the Trustee is appointed as its agent to maintain such office or agency for the registration, transfer or exchange of such Bonds.

*(Section 7.09)*

#### **Amendment of Loan Agreement**

The Loan Agreement may not be amended, changed, modified, altered or terminated nor may any provision thereof be waived if any such amendment, change, modification, alteration, termination or waiver would adversely affect the interest of the Holders of Outstanding Bonds of the applicable Series in any material respect unless consented to in writing by the Holders of at least a majority in aggregate principal amount of the Bonds of such Series then Outstanding; provided, however, that no such amendment, change, modification, alteration, or termination will reduce the percentage of the aggregate principal amount of Outstanding Bonds of a Series the consent of the Holders of which is a requirement for any such amendment, change, modification, alteration or termination, or decrease the amount of any payment required to be made by the College under the Loan Agreement that is to be deposited with the Trustee or extend the time of payment thereof. Any consent given pursuant to the paragraph summarized herein by the Holders of Bonds shall, except as otherwise provided in the paragraph

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summarized herein, be given in the same manner required by the portion of the Resolution addressing amendments of the Resolution.

The Loan Agreement may be amended, changed, modified or altered (i) to make changes necessary or appropriate in connection with the acquisition, construction, reconstruction, rehabilitation and improvement, or otherwise providing, furnishing and equipping of any facilities constituting a part of any Project or to otherwise amend the Project or (ii) with the consent of the Trustee, to cure any ambiguity, or to correct or supplement any provisions contained in the Loan Agreement which may be defective or inconsistent with any other provisions contained in the Resolution or in the Loan Agreement. Except as otherwise provided in the paragraph summarized herein, the Loan Agreement may be amended, changed, modified or altered without the consent of the Holders of Outstanding Bonds or the Trustee. Prior to execution by the Authority of any amendment, a copy thereof certified by an Authorized Officer of the Authority shall be filed with the Trustee.

For the purposes of the paragraph summarized herein, the purchasers of Bonds of a Series, whether purchasing as underwriters, Remarketing Agent or otherwise for resale, may upon such purchase consent to an amendment, change, modification, alteration, termination or waiver permitted by the paragraph summarized herein in the manner provided in the Resolution, except that no proof of ownership shall be required, and with the same effect as a consent given by the Holder of such Bonds; provided, however, that, if such consent is given by a purchaser who is purchasing as an underwriter or Remarketing Agent or for resale, the nature of the amendment, change, modification, alteration, termination or waiver and the provisions for the purchaser consenting thereto shall be described in the official statement, prospectus, offering memorandum or other offering document prepared in connection with the initial offering, reoffering or resale of the Bonds of such Series.

In addition, the Holder of an Outstanding Auction Rate Bond of a Series shall be deemed to have consented to an amendment, change, modification, alteration or termination permitted by this Section if (i) the Trustee has mailed notice of such proposed amendment to the Holder of such Bonds in the same manner required by the portion of the Resolution addressing amendments of the Resolution for an amendment to the Resolution, (ii) on the first Auction Date for such Bond occurring at least twenty (20) days after the date on which the aforementioned notice is given by the Trustee the interest rate determined on such date is the Winning Bid Rate and (iii) there is delivered to the Authority and the Trustee an opinion of Bond Counsel to the effect that such amendment shall not adversely affect the validity of such Auction Rate Bond or any exemption from federal income tax to which the interest on such Auction Rate Bond would otherwise be entitled. The following terms shall have the respective meanings: "Auction Rate Bond" means a Variable Interest Rate Bond of a Series that is not an Option Bond, and that bears interest at rates determined by periodic auctions in accordance with procedures therefore established by the Series Resolution authorizing such Bond or the Bond Series Certificate related thereto; "Auction Date" means, with respect to particular any Auction Rate Bond, the date on which an auction is held or required to be held for such Bond in accordance with the procedures established therefore; and "Winning Bid Rate" when used with respect to an auction held for any particular Auction Rate Bond, shall have the meaning given to such term in the Series Resolution authorizing such Auction Rate Bond or the Bond Series Certificate related thereto, or, if not otherwise defined, means the lowest rate specified in any purchase bid submitted in such auction, which, if selected, would cause the aggregate principal amount of Auction Bonds offered to be sold in such auction to be subject to purchase bids at rates no greater than the rate specified in such purchase bid.

For the purposes of the paragraph summarized herein, a Series of Bonds shall be deemed to be adversely affected by an amendment, change, modification, alteration or termination of the Loan Agreement or the waiver of any provision thereof if the same adversely affects or diminishes the rights of the Holders of the Bonds of such Series in any material respect. The Trustee may in its discretion determine whether or not, in accordance with the foregoing provisions, Bonds of any particular Series would be adversely affected in any material respect by any amendment, change, modification, alteration, termination or waiver and any such determination shall be binding and conclusive on the College, the Authority and all Holders of Bonds of such Series.

For all purposes of the paragraph summarized herein, the Trustee shall be entitled to rely upon an opinion of counsel, which counsel shall be satisfactory to the Trustee, with respect to whether any amendment, change, modification, alteration, termination or waiver adversely affects the interests of any Holders of Bonds of a Series then Outstanding in any material respect.

*(Section 7.11)*

#### **Notice as to Event of Default under Loan Agreement**

The Authority shall notify the Trustee in writing that an “Event of Default” under the Loan Agreement, as such term is defined in the Loan Agreement, has occurred and is continuing, which notice shall be given as soon as practicable after the Authority has obtained actual knowledge thereof.

*(Section 7.12)*

### **Series Resolutions and Supplemental Resolutions**

#### **Modification and Amendment without Consent**

Notwithstanding any other provisions of the Resolution, the Authority may adopt at any time or from time to time Series Resolutions or Supplemental Resolutions for any one or more of the following purposes, and any such Series Resolution or Supplemental Resolution shall become effective in accordance with its terms upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority:

- (a) To provide for the issuance of a Series of Bonds pursuant to the provisions of the Resolution and to prescribe the terms and conditions pursuant to which such Bonds may be issued, paid or redeemed;
- (b) To add additional covenants and agreements of the Authority for the purpose of further securing the payment of the Bonds of a Series, provided such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the Authority contained in the Resolution;
- (c) To prescribe further limitations and restrictions upon the issuance of Bonds of a Series and the incurring of indebtedness by the Authority which are not contrary to or inconsistent with the limitations and restrictions thereon theretofore in effect;
- (d) To surrender any right, power or privilege reserved to or conferred upon the Authority by the terms of the Resolution, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Authority contained in the Resolution;
- (e) To confirm, as further assurance, any pledge under the Resolution and under the Series Resolution, and the subjection to any lien, claim or pledge created or to be created by the provisions of the Resolution and by the provisions of a Series Resolution, of the Revenues, or any pledge of any other money, securities or funds;
- (f) To modify any of the provisions of the Resolution or of any previously adopted Series Resolution or Supplemental Resolution in any other respects, provided that such modifications shall not be effective until after all Bonds of any Series of Bonds Outstanding as of the date of adoption of such Supplemental Resolution or Series Resolution shall cease to be Outstanding, and all Bonds issued under such resolutions shall contain a specific reference to the modifications contained in such subsequent Resolutions;
- (g) To modify or amend the Project; or

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(h) With the consent of the Trustee, to cure any ambiguity or defect or inconsistent provision in the Resolution or to insert such provisions clarifying matters or questions arising under the Resolution as are necessary or desirable, provided that any such modifications are not contrary to or inconsistent with the Resolution as theretofore in effect, or to modify any of the provisions of the Resolution or of any previously adopted Series Resolution or Supplemental Resolution in any other respect, provided that such modification shall not adversely affect the interests of the Bondholders of a Series in any material respect.

*(Section 9.01)*

### **Supplemental Resolutions Effective With Consent of Bondholders**

The provisions of the Resolution and of a Series Resolution may also be modified or amended at any time or from time to time by a Supplemental Resolution, subject to the consent of Bondholders of the applicable Series in accordance with and subject to the provisions of the Resolution, such Supplemental Resolution to become effective upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority. The Trustee shall transmit a copy of such Supplemental Resolution to the College upon its becoming effective.

*(Section 9.02)*

### **General Provisions Relating to Series Resolutions and Supplemental Resolutions**

The Resolution or a Series Resolution shall not be modified or amended in any respect except in accordance with and subject to the provisions of the Resolution. Nothing contained the Resolution shall affect or limit the rights or obligations of the Authority to adopt, make, do, execute or deliver any resolution, act or other instrument pursuant to the provisions of the Resolution summarized under the heading “**Further Assurance**” above, or the right or obligation of the Authority to execute and deliver to the Trustee or any Paying Agent any instrument elsewhere provided in the Resolution or permitted to be delivered to the Trustee or any Paying Agent.

A copy of every Series Resolution and Supplemental Resolution adopted by the Authority, when filed with the Trustee, shall be accompanied by an opinion of Bond Counsel stating that such Series Resolution or Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution and is valid and binding upon the Authority and enforceable in accordance with its terms. The Trustee shall transmit a copy of such Supplemental Resolution to the College and the applicable Provider upon its becoming effective.

The Trustee is authorized to accept delivery of a certified copy of any Series Resolution or Supplemental Resolution permitted or authorized pursuant to the provisions of the Resolution and to make all further agreements and stipulations which may be contained therein, and, in taking such action, the Trustee shall be fully protected in relying on the opinion of Bond Counsel that such series resolution or Supplemental Resolution is authorized or permitted by the provisions of the Resolution.

No Series Resolution or Supplemental Resolution changing, amending or modifying any of the rights or obligations of the Trustee or of any Paying Agent or of a Facility Provider shall become effective without the written consent of the Trustee, Paying Agent or Provider affected thereby.

*(Section 9.03)*

## **Amendments of Resolution**

### **Powers of Amendment**

Any modification or amendment of the Resolution and of the rights and obligations of the Authority and of the Holders of the Bonds under the Resolution or of any Series Resolution, in any particular, may be made by a Supplemental Resolution, with the written consent given as provided in the Resolution and summarized in the following paragraph, (i) of the Holders of at least a majority in principal amount of the Bonds of a Series

Outstanding at the time such consent is given or (ii) in case the modification or amendment changes the amount or date of any Sinking Fund Installment, of the Holders of at least a majority in principal amount of the Bonds of the particular Series, maturity and interest rate entitled to such Sinking Fund Installment, Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond of a Series or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment. For the purposes of the provisions of the Resolution summarized in this paragraph, a Series shall be deemed to be affected by a modification or amendment if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series in any material respect. The Trustee may in its discretion determine whether or not, in accordance with the foregoing provisions, the Bonds of any particular Series or maturity would be affected by any modification or amendment of the Resolution and any such determination shall be binding and conclusive on the Authority and all Holders of Bonds of such Series. The Trustee may receive an opinion of counsel, including an opinion of Bond Counsel, as conclusive evidence as to whether the Bonds of any particular Series or maturity would be so affected by any such modification or amendment of the Resolution. The Trustee shall transmit a copy of such Supplemental Resolution to the College upon its becoming effective.

*(Section 10.01)*

### **Consent of Bondholders**

The Authority may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of the Resolution summarized in the preceding paragraph to take effect when and as provided in the Resolution. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto in form approved by the Trustee) together with a request to the Bondholders of a Series for their consent thereto in form satisfactory to the Trustee, shall promptly after adoption be mailed by the Authority to such Bondholders (but failure to mail such copy and request to any particular Bondholder shall not affect the validity of the Supplemental Resolution when consented to as provided in the Resolution). Such Supplemental Resolution shall not be effective unless and until (i) there shall have been filed with the Trustee (a) the written consent of the Holders of the percentages of Outstanding Bonds of a Series specified in the Resolution as summarized in the preceding paragraph and (b) an opinion of Bond Counsel stating that such Supplemental Resolution has been duly and lawfully adopted and filed by the Authority in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution, and is valid and binding upon the Authority and enforceable in accordance with its terms, and (ii) a notice shall have been mailed as provided in the Resolution as summarized below. Each such consent shall be effective only if accompanied by proof of the holding or owning at the date of such consent, of the Bonds of a Series with respect to which such consent is given, which proof shall be such as is permitted by the Resolution. A certificate or certificates by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with the Resolution shall be conclusive proof that the consents have been given by the Holders of the Bonds of a Series described in the certificate or certificates of the Trustee.

Any consent given by the a Bondholder shall be binding upon the Bondholder giving such consent and, anything in the Resolution to the contrary notwithstanding, upon any subsequent Bondholder and of any Bonds of a Series issued in exchange therefor (whether or not such subsequent Insurer or Holder thereof has notice thereof), unless such consent is revoked in writing by the Bondholder giving such consent or a subsequent Holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee provided for in the Resolution is filed, such revocation. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee. At any time after the Holders of the required percentages of Bonds of a Series shall have filed their consents to the Supplemental Resolution, the Trustee shall make and file with the Authority and the Trustee a written statement that such Holders of such required percentages of Bonds have filed such consents. Such written statement shall be conclusive evidence that such consents have been so filed.

At any time thereafter notice, stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentages of Bonds of a Series and will be effective



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as provided in the Resolution, shall be given to such Bondholders by the Authority by mailing such notice to such Bondholders and, at the discretion of the Authority, by publishing the same at least once not more than ninety (90) days after the Holders of the required percentages of Bonds of a Series shall have filed their consents to the Supplemental Resolution and the written statement of the Trustee provided for in the Resolution is filed (but failure to publish such notice shall not prevent such Supplemental Resolution from becoming effective and binding as provided in the Resolution). The Authority shall file with the Trustee proof of the mailing of such notice, and, if the same shall have been published, of the publication thereof. A transcript, consisting of the papers required or permitted by the Resolution to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the Authority, the Trustee, each Paying Agent, and the Holders of all Bonds of such Series upon the filing with the Trustee of proof of the mailing of such notice or at the expiration of thirty (30) days after the filing with the Trustee of the proof of the first publication of such last mentioned notice, if such notice is published, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution in a legal action or equitable proceeding for such purpose commenced within such thirty (30) day period; **provided, however**, that the Authority, the Trustee and any Paying Agent during such thirty (30) day period and any such further period during which any such action or proceeding may be pending shall be entitled in their reasonable discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

For the purposes of the provisions of the Resolution relating to amendments of the Resolution, the purchasers of the Bonds of a Series, whether purchasing as underwriters or Remarketing Agent, for resale or otherwise, upon such purchase, may consent to a modification or amendment permitted by the Resolution in the manner provided in the Resolution, except that no proof of ownership shall be required, and with the same effect as a consent given by the Holder of such Bonds; **provided, however**, that, if such consent is given by a purchaser who is purchasing as an underwriter or for resale, the nature of the modification or amendment and the provisions for the purchaser consenting thereto shall be described in the official statement, prospectus, offering memorandum or other offering document prepared in connection with the primary offering of the Bonds of such Series by the Authority.

*(Section 10.02)*

### **Modifications by Unanimous Consent**

The terms and provisions of the Resolution and the rights and obligations of the Authority and of the Holders of the Bonds of a Series may be modified or amended in any respect upon the adoption and filing with the Trustee by the Authority of a copy of a Supplemental Resolution certified by an Authorized Officer of the Authority and the consent of the Holders of all of the Bonds of a Series then Outstanding, such consent to be given as provided in the Resolution, except that no notice to the Bondholders either by mailing or publication shall be required.

*(Section 10.03)*

### **Consent of Provider**

Whenever by the terms of the Resolution relating to amendments of the Resolution the consent of any of the Holders of the Bonds of a Series to a modification or amendment hereof made by a Series Resolution or Supplemental Resolution is required, such modification or amendment shall not become effective until the written consent of each applicable Provider has been obtained. No modification or amendment hereof which adversely affects a Provider shall be made without the written consent thereto of the Provider affected thereby. Notice of the adoption of any such Series Resolution or Supplemental Resolution and of the effectiveness of the modification or amendment made thereby shall be given to each applicable Provider by mail at the times and in the manner provided herein with respect to notices thereof required to be given to the Holders of the Bonds of a Series. Notice thereof shall also be given to each Rating Service as soon as practical after adoption of such Series Resolution or Supplemental Resolution and of the effectiveness thereof.

*(Section 10.04)*

## Defaults and Remedies

### Events of Default

An event of default shall exist under the Resolution and under a Series Resolution (referred to in the Resolution as an “event of default”) if:

(a) With respect to a Series of Bonds, payment of the principal, Sinking Fund Installments or Redemption Price of any Bond shall not be made by the Authority when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) With respect to a Series of Bonds, payment of an installment of interest on any Bond shall not be made by the Authority when the same shall become due and payable; or

(c) With respect to a Series of Bonds, the Authority shall default in the due and punctual performance of any covenants contained in the Series Resolution authorizing the issuance thereof to the effect that the Authority shall comply with the provisions of the Code applicable to such Bonds necessary to maintain the exclusion of interest therein from gross income under Section 103 of the Code and shall not take any action which would adversely affect the exclusion of interest on such Bonds from gross income under Section 103 of the Code and, as a result thereof, the interest on the Bonds of such Series shall no longer be excludable from gross income under Section 103 of the Code; or

(d) With respect to a Series of Bonds, the Authority shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Resolution or in such Bonds or in any series resolution on the part of the Authority to be performed and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Authority by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of such Series, or if such default is not capable of being cured within thirty (30) days, if the Authority fails to commence within said thirty (30) days and diligently prosecute the cure thereof; or

(e) With respect to a Series of Bonds, the Authority shall have notified the Trustee that an “Event of Default” as defined in the Loan Agreement, shall have occurred and be continuing and all sums payable by the College under the Loan Agreement shall have been declared to be immediately due and payable, which declaration shall not have been annulled.

*(Section 11.02)*

### Acceleration of Maturity

Upon the happening and continuance of any event of default specified in the Resolution, other than an event of default specified in the Resolution as summarized in paragraph (c) under the heading “**Events of Default**” above, then and in every such case the Trustee may, and upon the written request of the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of a Series shall, by notice in writing to the Authority, declare the principal of and interest on all of the Outstanding Bonds of such Series to be immediately due and payable. At the expiration of thirty (30) days after notice of such declaration has been given, such principal and interest shall become and be immediately due and payable, anything in the Resolution or in a Series Resolution or in the Bonds of a Series to the contrary notwithstanding. At any time after the principal of such Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Resolution, the Trustee shall, with the written consent of the Holders of not less than twenty-five per centum (25%) in principal amount of the Bonds of such Series not then due by their terms and then Outstanding, by written notice to the Authority, annul such declaration and its consequences if: (i) money shall have accumulated in the Debt Service Fund sufficient to pay all arrears of interest, if any, upon all of the Outstanding

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Bonds of such Series (except the interest accrued on such Bonds since the last interest payment date); (ii) money shall have accumulated and be available sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee and any Paying Agent; (iii) all other amounts then payable by the Authority under the Resolution and under the Series Resolution (other than principal amounts payable only because of a declaration and acceleration under the Resolution) shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (iv) every other default known to the Trustee in the observance or performance of any covenant, condition or agreement contained in the Resolution or in the Series Resolution or in such Bonds (other than a default in the payment of the principal of such Bonds then due only because of a declaration and acceleration under the Resolution) shall have been remedied to the reasonable satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

*(Section 11.03)*

### **Enforcement of Remedies**

Upon the happening and continuance of any event of default specified in the Resolution, then and in every such case, the Trustee may proceed, and upon the written request of the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of the Series affected thereby, shall proceed (subject to the provisions of the Resolution relating to the compensation of the Trustee or any Paying Agent) to protect and enforce its rights and the rights of the Bondholders under the Resolution or under the applicable Series Resolution or under the laws of the State by such suits, actions or special proceedings in equity or at law, either for the specific performance of any covenant contained under the Resolution or under the Series Resolution or in aid or execution of any power in the Resolution or therein granted, or for an accounting against the Authority as if the Authority were the trustee of an express trust, or for the enforcement of any proper legal or equitable remedy as the Trustee shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under the Resolution and under a Series Resolution the Trustee shall be entitled to sue for, enforce payment of, and receive any and all amounts then, or during any default becoming, and at any time remaining, due from the Authority for principal or interest or otherwise under any of the provisions of the Resolution or of a Series Resolution or of the Bonds of a Series, with interest on overdue payments of the principal of or interest on the Bonds at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings under the Resolution and under a Series Resolution and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Holders of such Bonds, and to recover and enforce judgment or decree against the Authority but solely as provided in the Resolution, in a Series Resolution and in such Bonds, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect in any manner provided by law, the money adjudged or decreed to be payable.

*(Section 11.04)*

### **Limitation of Rights of Individual Bondholders**

No Holder of any of the Bonds of a Series shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust under the Resolution, or for any other remedy under the Resolution unless such Holder previously shall have given to the Trustee written notice of the event of default on account of which such suit, action or proceeding is to be instituted, and unless also the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of a Series affected thereby shall have made written request to the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted by the Resolution or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses, and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of the Resolution or for any other remedy under the Resolution and in equity or at law. It is understood and intended that no one or more Holders of the Bonds of a Series secured by the Resolution and by a Series Resolution shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Resolution or of a Series Resolution



or to enforce any right under the Resolution or a Series Resolution except in the manner in the Resolution and any Series Resolution provided, and that all proceedings at law or in equity shall be instituted and maintained for the benefit of all Holders of the Outstanding Bonds of such Series. Notwithstanding any other provision of the Resolution, the Holder of any Bond of a Series shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the stated maturity expressed in such Bond (or, in the case of redemption, on the redemption date) and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder.

*(Section 11.08)*

### **Defeasance**

(a) If the Authority shall pay or cause to be paid to the Holders of Bonds of a Series the principal, Sinking Fund Installments, if any, or Redemption Price of and interest thereon, at the times and in the manner stipulated therein, in the Resolution, and in the applicable Series Resolution and Bond Series Certificate, then the pledge of the Revenues or other money and securities pledged to such Bonds and all other rights granted by the Resolution to such Bonds shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the Authority, execute and deliver such documents to evidence such discharge and satisfaction as may be reasonably required by the Authority, and all money or securities held by it pursuant to the Resolution and to the applicable Series Resolution which are not required for the payment or redemption of Bonds of such Series shall be paid or delivered by the Trustee as follows: first, to the Arbitrage Rebate Fund, the amount required to be deposited therein in accordance with the direction of an Authorized Officer of the Authority; second, to the applicable Provider the Provider Payments which have not been repaid, pro rata based upon the respective Provider Payments then unpaid to each such Provider; third, to the Authority the amount certified by an Authorized Officer of the Authority to be then due or past due pursuant to the Loan Agreement for fees and expenses of the Authority or pursuant to any indemnity; and, then, the balance thereof to the College. Such securities so paid or delivered shall be released from any trust, pledge, lien, encumbrance or security interest created by the Resolution or by the Loan Agreement.

(b) Bonds for the payment or redemption of which money shall have been set aside and shall be held in trust by the Trustee (through deposit of money for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in the Resolution. All Outstanding Bonds of any Series or any maturity within such Series or a portion of a maturity within a Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in the preceding paragraph (a) if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to give as provided in the Resolution notice of redemption on said date of such Bonds, (ii) there shall have been deposited with the Trustee either money in an amount which shall be sufficient, or Defeasance Securities the principal of and interest on which when due will, provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) the Trustee shall have received the written consent to such defeasance of each applicable Provider which has given written notice to the Trustee and the Authority that amounts advanced under a Credit Facility or Liquidity Facility issued by it or the interest thereon have not been repaid to such Provider, and (iv) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee, in form satisfactory to it, irrevocable instructions to give, as soon as practicable, by first class mail, postage prepaid, to the Holders of said Bonds at their last known addresses, appearing on the registration books, and, if directed by the Authorized Officer of the Authority, by publication, at least twice, at an interval of not less than seven (7) days between publications, in an Authorized Newspaper, a notice to the Holders of such Bonds that the deposit required by clause (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with the Resolution and stating such maturity or redemption date upon which money is to be available for the payment of the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, of and interest on said Bonds. The Authority shall give written notice to the Trustee of its selection of the Series and maturity the payment of which is to be made in accordance with the Resolution. The Trustee shall select the Bonds of like Series and maturity payment of which shall be made in accordance with the Resolution in the manner provided in the Resolution. Neither Defeasance Securities nor money deposited with the Trustee pursuant to the provisions of the Resolution summarized in this

## *Appendix D*

paragraph nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, of and interest on said Bonds; **provided, however**, that any money received from such principal or interest payments on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, of and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be; **provided, further**, that money and Defeasance Securities may be withdrawn and used by the Authority for any purpose upon (i) the simultaneous substitution therefor of either money in an amount which shall be sufficient, or Defeasance Securities the principal of and interest on which when due will provide money which without regard to reinvestment, together with the money, if any, held by or deposited with the Trustee at the same time, shall be sufficient to pay when due the principal, Sinking Fund Installments, if any, or Redemption price, if applicable, and interest due and to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (ii) receipt by the Trustee of a letter or other written report of a firm of independent certified public accountants verifying the accuracy of the arithmetical computations which establish the adequacy of such money and Defeasance Securities for such purpose. Any income or interest earned by, or increment to, the investment of any such money so deposited, shall, to the extent certified by the Trustee to be in excess of the amounts required by the Resolution to pay the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, of and interest on such Bonds, as realized, be paid by the Trustee as follows: first, to the Arbitrage Rebate Fund, the amount required to be deposited therein in accordance with the direction of an Authorized Officer of the Authority; second, to each applicable Provider the Provider Payments which have not been repaid, pro rata, based upon the respective Provider Payments then unpaid to each Provider; third, to the Authority the amount certified by an Authorized Officer of the Authority to be then due or past due pursuant to the Loan Agreement for fees and expenses of the Authority or pursuant to any indemnity; and, then, the balance thereof to the College, and any such money so paid by the Trustee shall be released of any trust, pledge, lien, encumbrance or security interest created by the Resolution or by the Loan Agreement.

(c) For purposes of determining whether Variable Interest Rate Bonds shall be deemed to have been paid prior to the maturity or redemption date thereof, as the case may be, by the deposit of money, or Defeasance Securities and money, if any, in accordance with the provisions of the Resolution summarized in clause (ii) of the second sentence of the preceding paragraph (b), the interest to come due on such Variable Interest Rate Bonds on or prior to the maturity date or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate permitted by the terms thereof; **provided, however**, that if on any date, as a result of such Variable Interest Rate Bonds having borne interest at less than such Maximum Interest Rate for any period, the total amount of money and Defeasance Securities on deposit with the Trustee for the payment of interest on such Variable Interest Rate Bonds is in excess of the total amount which would have been required to be deposited with the Trustee on such date in respect of such Variable Interest Rate Bonds in order to satisfy the provisions of the Resolution summarized in clause (ii) of the second sentence of the preceding paragraph (b), the Trustee shall, if requested by the Authority, pay the amount of such excess as follows: first, to the Arbitrage Rebate Fund, the amount required to be deposited therein in accordance with the direction of an Authorized Officer of the Authority; second, to each applicable Provider the Provider Payments which have not been repaid, pro rata, based upon the respective Provider Payments then unpaid to each Provider; third, to the Authority the amount certified by an Authorized Officer of the Authority to be then due or past due pursuant to the Loan Agreement for fees and expenses of the Authority or pursuant to any indemnity; and, then, the balance thereof to the College, and any such money so paid by the Trustee shall be released of any trust, pledge, lien, encumbrance or security interest created by the Resolution.

(d) Option Bonds of a Series shall be deemed to have been paid in accordance with the provisions of the Resolution summarized in clause (ii) of the second sentence of the paragraph (b) of this section only if, in addition to satisfying the requirements of clauses (i) and (iii) of such sentence, there shall have been deposited with the Trustee money in an amount which shall be sufficient to pay when due the maximum amount of principal of and premium, if any, and interest on such Bonds which could become payable to the Holders of such Bonds upon the exercise of any options provided to the Holders of such Bonds; **provided, however**, that if, at the time a deposit is made with the Trustee pursuant to the provisions of the Resolution summarized in the preceding paragraph (b), the options originally exercisable by the Holder of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of the provisions summarized in this paragraph. If any portion of the

money deposited with the Trustee for the payment of the principal of and premium, if any, and interest on Option Bonds is not required for such purpose, the Trustee shall, if requested by the Authority, pay the amount of such excess as follows: first, to the Arbitrage Rebate Fund, the amount required to be deposited therein in accordance with the direction of an Authorized Officer of the Authority; second, to each applicable Provider the Provider Payments which have not been repaid, pro rata, based upon the respective Provider Payments then unpaid to each Provider; third, to the Authority the amount certified by an Authorized Officer of the Authority to be then due or past due pursuant to the Loan Agreement for fees and expenses of the Authority or pursuant to any indemnity; and, then, the balance thereof to the College, and any such money so paid by the Trustee shall be released of any trust, pledge, lien, encumbrance or security interest created by the Resolution.

(e) Anything in the Resolution to the contrary notwithstanding, any money held by the Trustee or a Paying Agent in trust for the payment and discharge of any of the Bonds of a Series or the interest thereon which remain unclaimed for one (1) year after the date when all of the Bonds of such Series have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such money were held by the Trustee or Paying Agent at such date, or for one (1) year after the date of deposit of such money if deposited with the Trustee or Paying Agent after said date when all of the Bonds of such Series become due and payable, shall, at the written request of the Authority, be repaid by the Trustee or Paying Agent to the Authority as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and discharged with respect thereto and the Holders of Bonds shall look only to the Authority for the payment of such Bonds; **provided, however,** that, before being required to make any such payment to the Authority, the Trustee or Paying Agent may, at the expense of the Authority, cause to be published in an Authorized Newspaper a notice that such money remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after the date of publication of such notice, the balance of such money then unclaimed shall be returned to the Authority.

*(Section 12.01)*

### **Provider Provisions**

#### **Consent Rights of the Credit Facility Issuer**

If no Credit Facility Issuer Default is occurring, the Provider, and not the actual Holders of the Series 2008 Bonds, shall be deemed to be the Holder of the Series 2008 Bonds payable from such Credit Facility for the purpose of exercising any right or power, consenting to an amendment, modification or waiver, or requesting or directing the Trustee to take or not to take any action under the Resolutions; provided, however, that the provisions of this paragraph shall not apply to any change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment.

*(Section 7.09 of the Bond Series Certificate relating to the Series 2008 Bonds)*

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**SUMMARY OF CERTAIN PROVISIONS OF THE REIMBURSEMENT AGREEMENT**

*Appendix E*

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## SUMMARY OF CERTAIN PROVISIONS OF THE REIMBURSEMENT AGREEMENT

The following is a summary of certain provisions of the Reimbursement Agreement to which reference is made for the complete provisions thereof. All terms used in this summary and not defined in this Official Statement have the respective meanings ascribed to such terms in the Reimbursement Agreement.

The occurrence of any one or more of the following events shall constitute an “Event of Default” as said term is used herein:

(1) Failure of the College (i) (A) to make any principal payment when due, (B) to pay any interest within five (5) days after the date when due, or (C) to observe or perform any of the other covenants or conditions by the College to be performed under the terms of the Reimbursement Agreement or any Credit Document concerning the payment of money, for a period of five (5) days after written notice from the Bank that the same is due and payable; or (ii) for a period of thirty (30) days after written notice from the Bank, to observe or perform any non monetary covenant or condition contained in the Reimbursement Agreement; provided further that if a different notice or grace period is specified under any other subsection of Article 10 of the Reimbursement Agreement (“Article 10”) with respect to a particular breach, or if another subsection of Article 10 applies to a particular breach and does not expressly provide for a notice or grace period, the specific provision shall control.

(2) If any representation or warranty or statement made or deemed made by the College in the Reimbursement Agreement or which is contained in any certificate, document, financial or other statement furnished at any time under or in connection with the Reimbursement Agreement shall prove to have been false or misleading in any material respect when made.

(3) Any breach or default following applicable notice and cure periods of any payment with respect to any indebtedness or guaranty of the College, when due, in excess of \$500,000.00, or the performance of any other obligation of the College incurred in connection with any indebtedness or guaranty in excess of \$500,000.00.

(4) The College shall (i) apply for or consent to the appointment of a receiver, trustee or liquidator of any of its assets; (ii) admit in writing its inability to pay its debts as they mature; (iii) make a general assignment for the benefit of creditors; (iv) be adjudicated bankrupt or insolvent; or (v) file a voluntary petition in bankruptcy, or a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation by law or statute, or an answer admitting the material allegations of a petition filed against the College in any proceeding under any such law or the filing of an involuntary bankruptcy against the College, or if corporate action shall be taken by the College for the purpose of effecting any of the foregoing.

(5) An order, judgment or decree shall be entered, without the application, approval or consent of the College, by any court of competent jurisdiction, approving a petition seeking reorganization of the College, or of all or a substantial part of any of its respective properties or assets or appointing a receiver, trustee or liquidator of the College and such order, judgment or decree shall continue unstayed and in effect for a period of 60 days.

(6) A Reportable Event shall occur under ERISA.

(7) A default or an Event of Default occurs with respect to any of the Credit Documents or Bond Documents.

(8) The College shall cease to conduct business or shall be dissolved.

(9) Any event occurs that has a Material Adverse Change.

(10) The Liens created by the Pledge Agreement shall for any reason cease to be valid, perfected security interests or mortgage liens of the required priority in favor of the Bank (except with respect to UCC filings that have lapsed because the Bank has failed to timely file a continuation statement).

(11) An Event of Default occurs and is continuing under as and defined in the Line of Credit made by the Bank to the College.

Then, upon the occurrence and during the continuation of Event of Default, the Bank may pursue any one or more of the following remedies concurrently or successively, it being the intent hereof that none of such remedies shall be to the exclusion of any other: (i) declare the obligations of the College under the Reimbursement Agreement to be forthwith due and payable and the same shall thereupon become immediately due and payable without demand, presentment, protest or further notice of any kind, all of which are hereby expressly waived; (ii) demand the immediate deposit of cash collateral in an amount equal to the full amount then available or which may subsequently become available under the Letter of Credit and the same shall thereupon become due and payable; (iii) use and apply any moneys or letter of credit deposited by the College with the Bank, regardless of the purposes for which the same was deposited, to cure any such default or to apply on account of any indebtedness under the Reimbursement Agreement which is due and owing to the Bank; (iv) notify the Trustee that an Event of Default has occurred and instruct the Trustee to accelerate or call a Mandatory Tender of the Bonds; and/or (v) exercise or pursue any other remedy or cause of action permitted under the Reimbursement Agreement or any Credit Documents, or conferred upon the Bank by operation of Law.



**FORM OF APPROVING OPINION  
OF BOND COUNSEL**

*Appendix F*

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**FORM OF APPROVING OPINION OF BOND COUNSEL**

Squire, Sanders & Dempsey L.L.P.  
350 Park Avenue  
New York, New York 10022

\_\_\_\_\_, 2008

Dormitory Authority of the  
State of New York  
515 Broadway  
Albany, New York 12207

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance of \$28,040,000 aggregate principal amount of Barnard College Revenue Bonds, Series 2008 (the “Series 2008 Bonds”) by the Dormitory Authority of the State of New York (the “Authority”), a body corporate and politic constituting a public benefit corporation of the State of New York, created and existing under and pursuant to the Constitution and statutes of the State of New York, including the Dormitory Authority Act, being Title 4 of Article 8 of the Public Authorities Law of the State of New York, as amended to the date hereof (the “Act”). We have also examined such certificates, documents, records and matters of law as we have deemed necessary for the purpose of rendering the opinions hereinafter set forth.

The Series 2008 Bonds are issued under and pursuant to the Act, and the Barnard College Revenue Bond Resolution and the Series 2008 Resolution Authorizing Up To \$29,500,000 Barnard College Revenue Bonds, Series 2008, both adopted on March 26, 2008 (collectively, the “Resolution”). The Series 2008 Bonds are being issued for the purposes set forth in the Resolution. Capitalized terms used and not otherwise defined herein have the respective meanings given to them in the Resolution or the Loan Agreement (as defined herein) or the Bond Series Certificate (as defined herein).

The Series 2008 Bonds are issued as Variable Interest Rate Bonds dated their date of delivery, initially issued in the Weekly Rate Mode and bearing interest at a Weekly Rate as determined by the Remarketing Agent. While in the Weekly Rate Mode, interest is payable on the first Business Day of each month. The Series 2008 Bonds mature on the date and in the year and amounts and are subject to conversion to a different Rate Mode, optional and mandatory tender, and redemption and purchase in lieu of redemption prior to maturity, as set forth in the Bond Series Certificate executed in connection therewith (the “Bond Series Certificate”).

The Authority and Barnard College (the “College”) have entered into a Loan Agreement, dated as of March 26, 2008 (the “Loan Agreement”), providing, among other things, for a loan to the College for the purposes permitted thereby and by the Resolution. Pursuant to the Loan Agreement, the College is required to make payments

## *Appendix F*

sufficient to pay the principal and Sinking Fund Installments, if any, and the redemption price of, and interest on the Series 2008 Bonds, which payments have been pledged by the Authority to the Trustee for the benefit of the Holders of the Series 2008 Bonds.

We are of the opinion that:

1. The Authority is a body corporate and politic constituting a public benefit corporation of the State of New York, with the right and lawful authority and power to adopt the Resolution and to issue the Series 2008 Bonds thereunder.

2. The Resolution has been duly and lawfully adopted by the Authority. The Resolution is in full force and effect, and is a legal, valid and binding obligation of the Authority enforceable in accordance with its terms.

3. The Series 2008 Bonds have been duly and validly authorized and issued in accordance with the Constitution and statutes of the State of New York, including the Act, and in accordance with the Resolution. The Series 2008 Bonds are legal, valid and binding special obligations of the Authority payable as provided in the Resolution, are enforceable in accordance with their terms and the terms of the Resolution and are entitled to the equal benefits of the Resolution and the Act.

4. The Authority has the right and lawful authority and power to enter into the Loan Agreement and the Loan Agreement has been duly authorized, executed and delivered by the Authority and constitutes the legal, valid and binding obligation of the Authority enforceable in accordance with its terms.

5. Assuming compliance by the Authority and the College with the covenants described below, interest on the Series 2008 Bonds is excluded from gross income for federal income tax purposes. The interest on the Series 2008 Bonds will not be treated as a specific preference item for purposes of computing the federal alternative minimum tax. However, we note a portion of the interest on Series 2008 Bonds earned by certain corporations may be subject to the federal alternative minimum tax, which is based in part on adjusted current earnings.

6. We are also of the opinion that interest on the Series 2008 Bonds is exempt, under existing law, from personal income taxes of the State of New York and its political subdivisions, including The City of New York and the City of Yonkers.

With respect to the opinions in paragraphs 5 and 6, the Internal Revenue Code of 1986 (the "Code") imposes certain requirements that must be met subsequent to the issuance and delivery of the Series 2008 Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2008 Bonds to be included in gross income retroactively to the date of issue of the Series 2008 Bonds. The Authority and the College have covenanted to take all actions necessary to maintain, and to avoid taking any actions that would impair, the exclusion of the interest on the Series 2008 Bonds from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

In rendering the opinion set forth in paragraphs 5 and 6, we have relied upon representations made by the College with respect to certain material facts within their knowledge and also upon the opinion of Bond, Schoeneck & King, PLLC, counsel to the College, and we have made no independent investigation thereof regarding, among other matters, the current qualification of the College as an organization described in Section 501(c)(3), and exempt from federal income tax pursuant to Section 501(a) of the Code. We note that such opinion is subject to a number of qualifications and limitations. Failure of the College to be organized and operated in accordance with the Internal Revenue Service's requirements for maintenance of its status as an organization described in Section 501(c)(3), and exempt from federal income tax pursuant to Section 501(a), of the Code may result in interest on the Series 2008 Bonds being included in gross income for federal income tax purposes, possibly retroactively from the original delivery of the Series 2008 Bonds.

We have examined an executed Series 2008 Bond and, in our opinion, the form of said bond and its execution are regular and proper.

Except as stated in paragraphs 5 and 6 above, we express no opinion as to any other federal or state tax consequences of the ownership or disposition of the Series 2008 Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequences with respect to the Series 2008 Bonds, or the interest thereon, if any action is taken with respect to the Series 2008 Bonds or the proceeds thereof upon the advice or approval of other bond counsel.

The opinions contained in paragraphs 2, 3 and 4 above are qualified to the extent that the enforceability of the Resolution, the Series 2008 Bonds and the Loan Agreement may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or as to the availability of any particular remedy.

In connection with the delivery of this opinion, we are not passing upon the authorization, execution and delivery of the Loan Agreement by the College. We have assumed the due authorization, execution and delivery of the Loan Agreement by the College.

We express no opinion in this letter as to the accuracy, completeness, fairness or sufficiency of the Official Statement, or any appendices thereto.

Very truly yours,

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