

\$35,395,000
DORMITORY AUTHORITY OF THE STATE OF NEW YORK
LONG ISLAND UNIVERSITY
REVENUE BONDS, SUBSERIES 2006A-2

Date of Reoffering: September 1, 2009 **Due: September 1, as shown on the Inside cover**

On September 1, 2009 (the "Replacement Date"), the \$35,395,000 Long Island University Revenue Bonds, Subseries 2006A-2 (the "Series 2006A-2 Bonds" or the "Reoffered Bonds") issued by the Dormitory Authority of the State of New York (the "Authority") for the benefit of Long Island University (the "University") will be subject to a mandatory tender. The Reoffered Bonds together with the Authority's \$36,005,000 Long Island University Revenue Bonds, Subseries 2006A-1 (the "Subseries 2006A-1 Bonds", collectively with the Reoffered Bonds, the "Series 2006 Bonds"), were issued pursuant to the Long Island University Revenue Bond Resolution, adopted July 26, 2006, as amended and restated on June 25, 2008 and as amended by a Supplemental Resolution adopted May 27, 2009 (the "Bond Resolution") and under the Authority's Series 2006A Resolution Authorizing Long Island University Revenue Bonds, Series 2006A in an Amount Not Exceeding \$74,000,000, adopted July 26, 2006, as amended and restated on June 25, 2008 and as amended by a Supplemental Resolution adopted May 27, 2009 (the "Series Resolution").

Payment and Security: The Reoffered Bonds are special obligations of the Authority. Principal, Redemption Price of and interest on the Reoffered Bonds are payable solely from certain payments to be made by the Bank or the Confirming Bank, as identified below, under the Letter of Credit or Confirmation, as identified below and, if such amounts are insufficient, the Revenues, which consist of certain payments to be made under the Loan Agreement, dated as of July 26, 2006, as amended and restated by the Amended and Restated Loan Agreement on June 25, 2008 (the "Loan Agreement") between the University and the Authority and all funds and accounts (except the Arbitrage Rebate Fund and the Credit Facility Repayment Fund) authorized and established under the Authority's Bond Resolution and Series Resolution.

The Reoffered Bonds are secured by an irrevocable direct pay letter of credit dated August 7, 2008, to be amended on September 1, 2009 (the "Letter of Credit") issued by RBS Citizens, N.A.



(the "Bank"), held by Manufacturers and Traders Trust Company (the "Trustee"). The Letter of Credit provides for payment of an amount not to exceed the principal of and up to 34 days' interest on the Reoffered Bonds, at a maximum rate of 12% per annum, and the purchase price of the Reoffered Bonds tendered for purchase and not remarketed as described herein. The Letter of Credit is stated to expire on September 1, 2011, unless terminated or extended prior to such date, in accordance with its terms.

From and after the Replacement Date, the Reoffered Bonds will also be secured by an irrevocable standby letter of credit confirmation (the "Confirmation") issued by Federal Home Loan Bank of Boston (the "Confirming Bank") while the Reoffered Bonds bear interest at a Monthly Rate or a Weekly Rate. See "PART 3 — THE REOFFERED BONDS. The Confirmation confirms the Bank's obligations under the Letter of Credit and may be drawn on by the Trustee to pay principal or purchase price of and interest on the Reoffered Bonds if a draw under the Letter of Credit in compliance therewith is not timely paid or the Letter of Credit is repudiated. The Confirmation will expire on September 1, 2011, unless terminated earlier in accordance therewith, as described herein. The Letter of Credit and Confirmation may be replaced with an Substitute Credit Facilities, as described herein.



The Reoffered Bonds are not a debt of the State of New York nor is the State of New York be liable thereon. The Authority has no taxing power.

Description: The Reoffered Bonds will be reoffered on the Replacement Date and will available as fully registered Variable Interest Rate Bonds in the Monthly Rate Mode (the "Reoffering") in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. For the period commencing on the Replacement Date, the Reoffered Bonds will bear interest at the Monthly Rate for Monthly Rate Periods until converted to another Rate Period. Each Monthly Rate is to be determined on the Business Day immediately preceding the first day of each Monthly Rate Period, payable in arrears, on the first Business Day of each calendar month, for as long as the Reoffered Bonds bear interest at a Monthly Rate, by Piper Jaffray & Co., as Remarketing Agent (or any successor remarketing agent) (the "Remarketing Agent"). The Reoffered Bonds, while in the Monthly Rate Mode, are subject to tender at the option of the Holder and to mandatory tender for purchase under certain circumstances, as described herein.

The interest rates on all or a portion of the Reoffered Bonds may be converted from time to time to a Daily Rate, a Weekly Rate, a Monthly Rate, a Commercial Paper Rate, a Term Rate, a Fixed Rate or an Auction Rate. This Reoffering Circular, in general, describes the Reoffered Bonds only during the Monthly Rate Mode and the Weekly Rate Mode. See "PART 3 — THE REOFFERED BONDS.

The Reoffered Bonds have been issued 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 Reoffered Bonds are to be made in Book-Entry form (without certificates). So long as DTC or its nominee is the registered owner of the Reoffered Bonds, payments of the principal, Purchase Price and Redemption Price of and interest on such Reoffered Bonds and notice relating thereto are to 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 REOFFERED BONDS - Book-Entry Only System" herein.

Redemption and Tenders For Purchase: The Reoffered Bonds are subject to redemption or mandatory tender for purchase prior to maturity as more fully described herein.

Tax Matters: In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Reoffered Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986. In the further opinion of Bond Counsel, interest on the Reoffered Bonds is not a specific preference item for purposes of the federal individual and corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel is also of the opinion that interest on the Reoffered Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof (including The City of New York). Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Reoffered Bonds. See "PART 10 — TAX MATTERS" herein.

In connection with the Reoffering of the Reoffered Bonds, certain legal matters will be passed upon by Orrick, Herrington & Sutcliffe LLP, New York, New York, Bond Counsel. Certain legal matters will be passed upon for the Remarketing Agent by its Counsel, Winston & Strawn LLP, New York, New York. Certain legal matters will be passed upon for the University by its special counsel, Moritt Hock Hamroff & Horowitz, LLP, Garden City, New York. The Authority expects to complete the Reoffering of the Reoffered Bonds in New York, New York on or about September 1, 2009.

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MATURITY SCHEDULE

\$7,465,000 Term Bonds due September 1, 2026 @100% CUSIP* 649905 PP5

\$27,930,000 Term Bonds due September 1, 2036 @100% CUSIP* 649905 PQ3

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No dealer, broker, salesperson or other person has been authorized by the Authority, the University, the Letter of Credit Banks, the Confirming Bank or the Remarketing Agent to give any information or to make any representations with respect to the Reoffered Bonds, other than the information and representations contained in this Reoffering Circular. If given or made, any such information or representations must not be relied upon as having been authorized by the Authority, the University, the Bank, the Confirming Bank or the Remarketing Agent.

This Reoffering Circular does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be a sale of the Reoffered 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 Reoffering Circular has been supplied by the University, the Bank, the Confirming Bank and other sources that the Authority believes are reliable. The Authority does not guarantee the accuracy or completeness of such information and such information is not to be construed as a representation of the Authority.

EXCEPT FOR THE VERY LIMITED DESCRIPTION OF THE UNIVERSITY CONTAINED UNDER “PART 1 — INTRODUCTION – The University” and “PART 5 — THE UNIVERSITY”, NO OTHER INFORMATION RELATING TO THE UNIVERSITY, ITS OPERATIONS OR ITS FINANCIAL CONDITION IS INCLUDED IN THIS REOFFERING CIRCULAR. POTENTIAL INVESTORS SHOULD BASE THEIR INVESTMENT DECISIONS WITH RESPECT TO THE REOFFERED BONDS SOLELY ON THE CREDIT OF THE BANK AND THE CONFIRMING BANK.

The University reviewed the parts of this Reoffering Circular describing the University, the Project and Principal and Interest Requirements. It is a condition to the sale and the delivery of the Reoffered Bonds that the University certify that, as of the date of this Reoffered Circular and delivery of the Reoffered Bonds, 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 University makes no representations as to the accuracy or completeness of any other information included in this Reoffering Circular.

The information regarding the Letter of Credit under “PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE BONDS — The Letter of Credit and the Confirmation” and “Appendix D — Summary of Certain Provisions of the Reimbursement Agreement” and “PART 4 — THE BANK AND THE CONFIRMING BANK” has been furnished by the Bank. No other information in this Reoffering Circular 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 Reoffered Bonds; or (iii) the tax status of the interest on the Reoffered Bonds.

The information regarding the Confirmation under “PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE BONDS — The Letter of Credit and the Confirmation” and “Appendix D — Summary of Certain Provisions of the Reimbursement Agreement” and “PART 4 — THE BANK AND THE CONFIRMING BANK” has been furnished by the Confirming Bank. No other information in this Reoffering Circular has been supplied or verified by the Confirming Bank and the Confirming Bank makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information; (ii) the validity of the Reoffered Bonds; or (iii) the tax status of the interest on the Reoffered Bonds.

Other than with respect to information concerning the Letter of Credit Bank, the Letter of Credit and the Confirmation contained under the caption “PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE REOFFERED BONDS — The Letter of Credit and the Confirmation”, and in “PART 4 — The Bank and the Confirming Bank” herein, none of the information in this Reoffering Circular has been supplied or verified by the Bank or the Confirming Bank, and the Bank or the Confirming Bank make no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information; (ii) the validity of the Reoffered Bonds; or (iii) the tax status of the interest on the Reoffered Bonds.

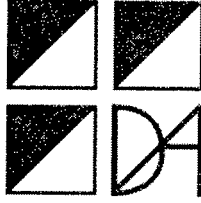
References in this Reoffering Circular to the Act, the Resolutions, the Loan Agreement, the Reimbursement Agreement, the Mortgages, the Letter of Credit, the Confirmation and the Intercreditor Agreement do not purport to be complete. Refer to the Act, the Resolutions, the Loan Agreement, the Reimbursement Agreement, the Mortgages, the Letter of Credit, the Confirmation and the Intercreditor Agreement for full and complete details of their provisions. Copies of the Resolutions, the Loan Agreement, the Reimbursement Agreement, the Mortgages, the Letter of Credit, the Confirmation and the Intercreditor Agreement are on file with the Authority and the Trustee.

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

Under no circumstances shall the delivery of this Reoffering Circular or any sale made after its delivery create any implication that the affairs of the Authority, the University, the Bank or the Confirming Bank have remained unchanged after the date of this Reoffering Circular.

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DORMITORY AUTHORITY - STATE OF NEW YORK
PAUL T. WILLIAMS, JR. - EXECUTIVE DIRECTOR

515 BROADWAY, ALBANY, N.Y. 12207
ALFONSO L. CARNEY, JR. - CHAIR

**REOFFERING CIRCULAR RELATING TO
\$35,395,000
DORMITORY AUTHORITY OF THE STATE OF NEW YORK
LONG ISLAND UNIVERSITY REVENUE BONDS
SUBSERIES 2006A-2**

PART 1 - INTRODUCTION

Purpose of this Reoffering Circular

The purpose of this Reoffering Circular, including the cover page and appendices, is to provide information about the Dormitory Authority of the State of New York (the "Authority"), Long Island University (the "University" or the "Institution"), RBS Citizens, N.A. (the "Bank") and Federal Home Loan Bank of Boston (the "Confirming Bank"), in connection with the reoffering of \$35,395,000 principal amount of its Long Island University Revenue Bonds, Subseries 2006A-2 (the "Series 2006A-2 Bonds" or the "Reoffered Bonds").

On November 9, 2006, \$72,600,000 aggregate principal amount of the Authority's Long Island University Insured Revenue Bonds, Series 2006A (the "2006 Bonds") were issued in two subseries (Subseries 2006A-1 and Subseries 2006A-2) pursuant to the Long Island University Insured Revenue Bond Resolution adopted July 26, 2006 (the "2006 Bond Resolution"), its Series 2006A Resolution adopted July 26, 2006 (the "2006 Series Resolution") and its Bond Series Certificate dated as of November 8, 2006 (the "2006 Bond Series Certificate," and, collectively with the 2006 Bond Resolution and the 2006 Series Resolution, the "2006 Resolutions") and the Act. A portion of the proceeds from the 2006 Bonds were used to finance various construction and renovation projects throughout the University's campus. See "PART 7 – THE PROJECT."

Pursuant to the terms of the 2006 Bond Resolution, as amended and restated as of June 25, 2008 and as amended by a Supplemental Resolution adopted May 27, 2009 (the "Bond Resolution"), the 2006 Series Resolution, as amended and restated on June 25, 2008 and as amended by a Supplemental Resolution adopted May 27, 2009 (the "Series Resolution") and the 2006 Bond Series Certificate, as amended and restated on August 6, 2008 and on September 1, 2009 (the "Bond Series Certificate," and, collectively with the Bond Resolution and the Series Resolution, the "Resolutions"), the \$35,395,000 aggregate principal amount of outstanding Subseries 2006A-2 Bonds are to be mandatorily tendered on September 1, 2009 (the "Replacement Date") and the Subseries 2006A-2 Bonds will be reoffered as Variable Interest Rate Bonds in the Monthly Rate (the "Reoffering") secured by the irrevocable direct pay letter of credit (the "Letter of Credit") issued by the Bank and an irrevocable standby letter of credit confirmation (the "Confirmation") issued by the Confirming Bank.

The following is a description of certain information concerning the Reoffered Bonds, the Authority, the University, the Project, the Bank and the Confirming Bank. A more complete description of such information and additional information that may affect decisions to invest in the Reoffered Bonds is contained throughout this Reoffering Circular, which should be read in its entirety. Certain terms used in this Reoffering Circular are defined in Appendix A hereto.

This Reoffering Circular only describes the terms and provisions of the Reoffered Bonds while the Reoffered Bonds bear interest at the Monthly Rate or the Weekly Rate. If the interest Mode on the Reoffered Bonds is changed to another Mode, this Reoffering Circular may be supplemented or a new Reoffering Circular or remarketing circular may be delivered describing the new Mode.

Authorization of Issuance

The Series 2006A-2 Bonds together with the Authority's \$36,005,000 Long Island University Revenue Bonds, Subseries 2006A-1 (the "Subseries 2006A-1 Bonds") were issued pursuant to the Resolutions and the Act. In addition to the Series 2006A-2 Bonds, the Bond Resolution authorizes the issuance of other Series of Bonds to pay other Costs of one or more projects, to make deposits to the Debt Service Reserve Fund, if any, to pay the Costs of Issuance of such Series of Bonds, to refund all or a portion of Outstanding Bonds or other notes or bonds of the Authority issued for the benefit of the University and to be exchanged for bonds, notes or other evidences of indebtedness of the University. All Bonds issued under the Bond Resolution are to rank on a parity with each other and are to be secured equally and ratably with each other, except with respect to the applicable Credit Facilities (as defined in the Resolution). Under and pursuant to the Authority's Long Island University Insured Revenue Bond Resolution, adopted on March 29, 1995 (the "Prior Resolution"), in 1996 the Authority issued its Long Island University Insured Revenue Bonds, Series 1996 (the "Series 1996 Bonds"), none of which is currently outstanding, in 1999 the Authority issued its Long Island University Insured Revenue Bonds, Series 1999, of which approximately \$35,395,000 is currently outstanding (the "Series 1999 Bonds"), and in 2003 the Authority issued its Long Island University Insured Revenue Bonds, Series 2003A, of which approximately \$15,035,000 is currently outstanding (the "Series 2003A Bonds"), and its Long Island University Insured Revenue Bonds, Series 2003B, of which approximately \$21,200,000 is currently outstanding (the "Series 2003B Bonds"; and together with the Series 1999 Bonds and the Series 2003A Bonds, the "Prior Bonds"). See "PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE REOFFERED BONDS" and "PART 3 – THE REOFFERED BONDS."

The Reoffered Bonds

The Reoffered Bonds are being reoffered as Variable Interest Bonds in the Monthly Rate Mode secured by the Letter of Credit and the Confirmation and are to bear interest from the Replacement Date at the Initial Rate for the Initial Rate Period ending on the Business Day immediately preceding the following Monthly Rate Period until converted to another rate period. The Reoffered Bonds are to mature as set forth on the inside cover page hereof. The interest rates are to be determined by the Remarketing Agent, under the Amended and Restated Remarketing Agreement, dated August 7, 2008, as amended (the "Remarketing Agreement"), between and among the Remarketing Agent, the Authority and the University. In no event is the interest rate on any Reoffered Bond to exceed the Maximum Rate (as herein defined). Interest is initially payable on October 1, 2009 and on the first Business Day of each calendar month (as defined herein). See "PART 3 – THE REOFFERED BONDS - Interest Rates and Rate Periods."

During any Monthly Rate Period, Owners may tender their Reoffered Bonds for purchase at a purchase price of par plus accrued interest, if any, to the purchase date on any Interest Payment Date by

delivering proper notice to the Tender Agent on the seventh calendar day prior to the Optional Tender Date. See “PART 3 – THE REOFFERED BONDS - Optional Tenders for Purchase.”

During any Weekly Rate Period, Owners may tender their Bonds for purchase at a purchase price of par plus accrued interest, if any, to the purchase date on any Business Day by delivering proper notice to the Tender Agent on the seventh calendar day prior to the Optional Tender Date. See “PART 3 – THE REOFFERED BONDS - Optional Tenders for Purchase.” Series 2006A-2 Bonds also are subject to mandatory tender for purchase upon adjustment to an alternate interest rate period and under certain other circumstances described herein. See “PART 3 – THE REOFFERED BONDS – Mandatory Tenders for Purchase.”

Piper Jaffray & Co. is serving as the Remarketing Agent with respect to the Reoffered Bonds.

Payment of the Reoffered Bonds

The Reoffered Bonds are special obligations of the Authority payable solely from certain payments to be made by the Bank or the Confirming Bank under the Letter of Credit or Confirmation, respectively, and, if such amounts are insufficient, the Revenues consisting of certain payments to be made by the University under the Loan Agreement. The Loan Agreement is a general obligation of the University. Pursuant to the Resolutions, the Revenues and the Authority’s right to receive the Revenues have been pledged to the Trustee. See “PART 2 SOURCE OF PAYMENT AND SECURITY FOR THE REOFFERED BONDS.”

Security for the Reoffered Bonds

The Reoffered Bonds are secured equally with all other Bonds issued under the Bond Resolution by the pledge and assignment to the Trustee of the Revenues and the security interest in the Pledged Revenues granted by the University to the Authority under the Loan Agreement. The University previously granted security interests in its Pledged Revenues to the Authority for the benefit of the owners of the Prior Bonds (the “Parity Pledges”). Such Parity Pledges are subject to certain prior pledges and are on an equal and ratable basis with the security interest in Pledged Revenues granted to the Authority in respect of the Reoffered Bonds. In addition, the Authority’s right, title and interest in the Loan Agreement (other than certain retained rights) were assigned to the Trustee, the Bank and Allied Irish Banks p.l.c. (“AIB”), which issued an irrevocable Letter of Credit securing the Subseries 2006A-1 Bonds. The University’s obligations under the loan agreements relating to the Prior Bonds (collectively, the “Prior Loan Agreement”) are secured by mortgages on certain real property of the University (the “Existing Mortgages”). The University’s obligations to the Authority under the Loan Agreement are additionally secured by a mortgage on certain real property of the University, dated as of the date of initial issuance of the 2006 Bonds (the “2006 Mortgage”). The Existing Mortgages and the 2006 Mortgage encumber different parcels of real property of the University. The respective rights and remedies of the Authority, the Trustee and the trustee for the Prior Bonds with respect to the Existing Mortgages, the 2006 Mortgage and the Pledged Revenues are governed by the provisions of an Intercreditor Agreement. See “PART 2 - SOURCE OF PAYMENT AND SECURITY FOR THE REOFFERED BONDS – The Intercreditor Agreement.”

The Reoffered Bonds are not supported by a debt service reserve fund.

The Reoffered Bonds are also secured by all funds and accounts established by the Resolution (with the exception of the Arbitrage Rebate Fund and the Credit Facility Repayment Fund). See “PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE REOFFERED BONDS - Security for the Reoffered Bonds.”

The Reoffered Bonds are not a debt of the State nor is the State be liable thereon. The Authority has no taxing power.

The Letter of Credit

The Bank is 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 34 days' interest on Series 2006A-2 Bonds, at a maximum rate of 12% per annum, and the Purchase Price of such Bonds tendered for purchase pursuant to the Resolutions but not remarketed. The Letter of Credit will expire on September 1, 2011 unless renewed, extended or terminated pursuant thereto. See "PART 2 – SOURCE OF PAYMENT AND SECURITY FOR The Reoffered Bonds – Letter of Credit and Confirmation."

The Confirmation

The Confirmation confirms the Letter of Credit issued by the Bank. While the Reoffered Bonds bear interest at a Monthly Rate or a Weekly Rate, the Trustee will be authorized to draw under the Confirmation, upon presentation of required documentation, amounts sufficient to pay the principal or Purchase Price of and interest on Series 2006A-2 Bonds if a draw under the Letter of Credit in compliance therewith is not timely paid or the Letter of Credit has been repudiated. The Confirmation provides that it will expire unless extended, terminated or reduced in accordance with its terms on September 1, 2011. See "PART 2 – SOURCE OF PAYMENT AND SECURITY FOR The Reoffered Bonds – Letter of Credit and Confirmation."

The University

The University is an independent, coeducational, nonsectarian, not-for-profit institution of higher education chartered by the Board of Regents of the State. The University's central administrative office is located in Brookville, New York. See "PART 5 – THE UNIVERSITY".

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 6 – THE AUTHORITY."

The Project

The Project consists of the construction and equipping of various new facilities and the renovation and improvement of various existing facilities located at the Brooklyn Campus and the C.W. Post Campus of the University. See "PART 7 – THE PROJECT."

The Mortgages

The University's obligations to the Authority under the Loan Agreement are secured by the 2006 Mortgage on the Mortgaged Property and security interests in certain fixtures, furnishings and equipment now or hereafter located therein or used in connection therewith. The Existing Mortgages which encumber property of the University other than the property subject to the 2006 Mortgage have been granted to the Authority to secure the Prior Bonds. Such Existing Mortgages were assigned to Manufacturers and Traders Trust Company, Buffalo, New York, as trustee for the Prior Bonds (the "Prior Bond Trustee"), pursuant to certain assignments of mortgage among the Authority, the Prior Bond Trustee and Radian Asset Assurance Inc., as the issuer of bond insurance policies guaranteeing the timely payment of the principal of and interest on the Prior Bonds ("Radian"). The 2006 Mortgage was assigned

by the Authority to the Bank, AIB and the Trustee in accordance with the terms of an assignment dated as of August 1, 2008 (the "Assignment of Mortgage"). The Bank, AIB, the Authority and the Trustee entered into an Assignment Agreement dated as of August 1, 2008, as to be amended on September 1, 2009 (the "Assignment Agreement") which set forth the relative rights of such parties with regard to the 2006 Mortgage. The 2006 Mortgage and the Existing Mortgages are referred to collectively herein as the "Mortgages". The Mortgages secure the obligations of the University under the Prior Loan Agreement and the Loan Agreement relating to Reoffered Bonds on an equal and ratable basis in accordance with the provisions of the Intercreditor Agreement.

The Intercreditor Agreement

The Authority, the Prior Bond Trustee, and the Trustee entered into an amended and restated intercreditor agreement (the "Intercreditor Agreement"), which was acknowledged and agreed to by the Bank providing for the enforcement and administration of remedies and, in certain circumstances, the pro rata distribution of Pledged Revenues and proceeds of foreclosure of the Mortgages. See "PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE REOFFERED BONDS – The Intercreditor Agreement."

PART 2 - SOURCE OF PAYMENT AND SECURITY FOR THE REOFFERED BONDS

*Set forth below is a narrative description of certain contractual provisions relating to the source of payment of and security for the Reoffered Bonds and certain related covenants. These provisions have been summarized and this description does not purport to be complete. Reference should be made to the Act, the Resolutions, the Loan Agreement, the Mortgages, the Intercreditor Agreement, the Letter of Credit and the Confirmation. Copies of the Resolutions, the Loan Agreement, the Mortgages, the Intercreditor Agreement, the Letter of Credit and the Confirmation are on file with the Authority and the Trustee. See also "Appendix B – Summary of Certain Provisions of the Loan Agreement" and "Appendix C – Summary of Certain Provisions of the Resolution" for a more complete statement of the rights, duties and obligations of the parties thereto. **The information set forth below is applicable to the Reoffered Bonds while they are in the Monthly Rate Mode or the Weekly Rate Mode.***

Payment of the Reoffered Bonds

The Reoffered Bonds are special obligations of the Authority payable from proceeds received by the Trustee from drawings under the Letter of Credit or the Confirmation and, if such amounts are insufficient, the Revenues. The Revenues consist of the payments required to be made by the University under the Loan Agreement to satisfy the principal, Sinking Fund Installments, Redemption Price of and interest on the Reoffered Bonds. The Revenues and the right to receive them have been pledged to the Trustee for the benefit of the Owners of Bonds, including the Reoffered Bonds.

Payments of principal and interest on the Reoffered Bonds are expected to be made to the Owners of the Reoffered Bonds from funds drawn under the Letter of Credit or the Confirmation 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 or the Confirmation, as described herein.

The Loan Agreement is a general obligation of the University and obligates the University to make payments to satisfy the principal and Sinking Fund Installments of and interest on Outstanding Bonds. Pursuant to the Loan Agreement, on or before the tenth (10th) day of each month commencing on the tenth (10th) day of the month (which is at least sixty (60) days prior to the interest payment date) the University is to pay or cause to be paid to or upon the order of the Authority the interest coming due on the Reoffered Bonds on such interest payment date (assuming that such Reoffered 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 the rates per annum equal to the rates per annum for such Bonds on the immediately preceding Business Day, plus one percent (1%) per annum). On the tenth (10th) day of each month, commencing on the tenth (10th) day of September immediately preceding the September 1 on which the principal or a Sinking Fund Installment of Reoffered Bonds becomes due, the University is to pay or cause to be paid to or upon the order of the Authority one-twelfth (1/12) of the principal and Sinking Fund Installment on the Reoffered Bonds coming due on such September 1. The Loan Agreement also obligates the University to pay, at least 15 days prior to a redemption date of Bonds called for redemption, the amount, if any, required to pay the Redemption Price of such Bonds. See “PART 3 – THE REOFFERED BONDS – Redemption Provisions.”

The Authority has directed, and the University has agreed, to make such payments directly to the Trustee. Such payments are to be applied by the Trustee repay the Bank or the Confirming Bank with respect to draws under the Letter of Credit or the Confirmation, as applicable, or, if such amounts drawn under the Letter of Credit or the Confirmation are insufficient to pay Bondholders, to the payment of the principal, Sinking Fund Installment and Redemption Price of and interest on the Series 2006 Bonds (including the Reoffered Bonds).

Security for the Reoffered Bonds

The Reoffered Bonds are secured by the payments described above to be made under the Letter of Credit or the Confirmation, the Revenues and all funds and accounts established by the Resolution (with the exception of the Arbitrage Rebate Fund and the Credit Facility Repayment Fund) and, subject to existing Parity Pledges for the benefit of the owners of the Prior Bonds, the security interest in the Pledged Revenues. The security for the Reoffered Bonds would be for the benefit of all other Bonds issued and Outstanding under the Resolution, which Bonds would rank on a parity and be secured equally and ratably with each other and with the Reoffered Bonds, except with respect to the specific credit or liquidity facilities.

The University has previously granted security interests in the Pledged Revenues to the Authority for the benefit of the owners of the Prior Bonds. Pursuant to the terms of the Intercreditor Agreement, such Parity Pledges are on an equal and ratable basis with the security interest in Pledged Revenues granted to the Authority in respect of the Reoffered Bonds. See “Appendix C – Summary of Certain Provisions of the Resolution.”

In addition, the Authority’s right, title and interest under the Prior Loan Agreement, other than certain retained rights, were assigned by the Authority to the Prior Bond Trustee when the Prior Bonds were issued pursuant to certain assignment agreements among the Authority, the Prior Bond Trustee and Radian. The Existing Mortgages were assigned to the Prior Bond Trustee pursuant to assignments of mortgage from the Authority to the Prior Bond Trustee executed at the time of issuance of the Prior Bonds. The 2006 Mortgage was assigned by the Authority to the Bank, AIB and the Trustee in accordance with the terms of the Assignment of Mortgage. The Authority, the Bank, AIB and the Trustee also entered into the Assignment Agreement, pursuant to which the Authority retains the right to receive certain fees and indemnification and the right, for a limited period, to direct the remedies for, or waive, certain events of default under the Loan Agreement relating to breaches of certain covenants other than those regarding payment of amounts sufficient to pay principal of and interest on the Reoffered Bonds.

Pledged Revenues

The Series 2006 Bonds (including the Reoffered Bonds) are secured by a pledge of the Pledged Revenues, and the right to receive such Pledged Revenues, subject to the Intercreditor Agreement and existing Parity Pledges for the benefit of the owners of the Prior Bonds. “Appendix B – Summary of

Certain Provisions of the Loan Agreement Additional Covenants – Restrictions on Incurrence of Additional Indebtedness.”

The Letter of Credit and the Confirmation

The Letter of Credit

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

On the Replacement Date hereof, the stated amount of the Letter of Credit will be \$35,790,648.22 (the “Letter of Credit Commitment”), of which \$35,395,000 is with respect to the principal of Series 2006A-2 Bonds or the portion of the Purchase Price corresponding to the principal thereof, and \$395,648.22 is with respect to 34 days of accrued interest on Series 2006A-2 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 (A) the payment by the Bank to the Trustee of the final drawing available to be made under the Letter of Credit; (B) 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 University stating that no Bonds remain outstanding; (C) 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 University stating that “a Substitute Credit Facility in substitution for the Letter of Credit has been accepted by the Trustee and is in effect”; (D) the date which is ten (10) Business Days following receipt by the Trustee of a fully executed certificate in the form set forth in the Letter of Credit, which states that an Event of Default has occurred under the Reimbursement Agreement and directs the Trustee to call a mandatory tender of Series 2006A-2 Bonds; (E) the Business Day following the Conversion Date other than in connection with a Conversion as described in the Bond Series Certificate to which the Bank has consented or (F) September 1, 2011 unless extended by the Bank.

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 Series 2006A-2 Bonds when due and the Purchase Price, consisting of the principal amount of and accrued and unpaid interest on Series 2006A-2 Bonds tendered pursuant to 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 Series 2006A-2 Bonds (the “Interest Component”) shall be reduced in an amount equal to any draw to pay interest on Series 2006A-2 Bonds. At the close of business on the day on which payment of a drawing is made for the purpose of paying interest on Series 2006A-2 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 Series 2006A-2 Bonds.

The amount available under the Letter of Credit for the purpose of paying principal on Series 2006A-2 Bonds (the “Principal Component”) shall be reduced in an amount equal to any draw to pay principal on (including the principal portion of the purchase price of) Series 2006A-2 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 2006A-2 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 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, Series 2006A-2 Bonds owned by the University or pledged by the University or an Affiliate of the University pursuant to the Reimbursement Agreement.

The Reimbursement Agreement

The Letter of Credit was issued pursuant to the Reimbursement Agreement, under which the University is obligated to, among other things, reimburse the Bank for, among other things, each drawing under the Letter of Credit.

The Reimbursement Agreement establishes various representations, warranties and covenants of the University and establishes various events of default thereunder. The occurrence of an event on default under the Reimbursement Agreement will allow the Bank to terminate the Letter of Credit in accordance with its terms. Additionally, should the University fail to reimburse the Bank in accordance with the Reimbursement Agreement, the Bank shall have the right to declare an event of default and enforce all remedies available to the Bank thereunder. See "Appendix D – Summary of Certain Provisions of the Reimbursement Agreement." One such remedy would subject the Reoffered Bonds to mandatory tender at a Purchase Price equal to 100% of the principal amount thereof, plus accrued and unpaid interest thereon to the Purchase Date. See "PART 3 – THE REOFFERED BONDS – Mandatory Tenders for Purchase."

The terms of the Reimbursement Agreement and certain related documents may be modified, amended or supplemented by the Bank, AIB and the University 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 University or additional covenants of the University and these amended or modified covenants may be more or less restrictive than those in effect at the date of reoffering of the Reoffered Bonds.

The Confirmation

The following, in addition to the information provided elsewhere in this Reoffering Circular, summarizes certain provisions of the Confirmation. Reference is hereby made to the Confirmation for the detailed terms and provisions thereof.

Concurrently with the reoffering of the Reoffered Bonds, the Confirmation will be issued by the Confirming Bank pursuant to a certain Irrevocable Letter of Credit Reimbursement Agreement dated as of October 30, 2007 between the Bank and the Confirming Bank (as the same may be amended, the "Bank Reimbursement Agreement"). The Bank Reimbursement Agreement provides, among other things, for reimbursement to the Confirming Bank by the Bank of all amounts drawn under any letter of credit confirmation issued at the request of the Bank, including, without limitation, the Confirmation. The Bank Reimbursement Agreement is a standing agreement in the form used by the Confirming Bank and all of its member banks, including standard events of default, and applies to an open-ended number of transactions between the Bank and the Confirming Bank.

The Confirmation will be an irrevocable obligation of the Confirming Bank and will be issued in an original stated amount of \$35,976,836 (the “Maximum Credit Amount”), of which \$35,395,000 is with respect to the principal of Series 2006A-2 Bonds or the portion of the Purchase Price corresponding to the principal thereof, and \$581,836 is with respect to 50 days of accrued interest on Series 2006A-2 Bonds or the portion of the Purchase Price corresponding to interest thereon, calculated at a rate of 12% per annum based on a 365-day year.

Upon failure of the Bank to honor its obligations under the Letter of Credit, or the repudiation of the Letter of Credit by the Bank, the Confirmation is available to be drawn upon to make payments of principal and purchase price of and interest on the Reoffered Bonds in the Weekly Rate and the Monthly Rate.

In each case that Reoffered Bonds are redeemed or deemed to have been paid pursuant to the Resolution, the amount available under the Confirmation shall be reduced to an amount equal to the principal amount of such Reoffered Bonds outstanding, plus 50 days’ interest on such principal amount outstanding computed at a maximum rate of 12% per annum based on a 365-day year. Drawings on the Confirmation will reduce the available amount to be drawn thereunder, which amount may be reinstated as set forth in the following paragraph.

In the case of each drawing under the Confirmation for the payment of interest on the Reoffered Bonds, the amount so drawn shall be automatically reinstated as of the close of business on the 10th day after the Interest Payment Date, *unless* the Trustee shall have received on or before such 10th day, written notice from the Confirming Bank that an Event of Default under the Bank Reimbursement Agreement has occurred and is continuing and that the Confirming Bank does not intend to reinstate the amount so drawn for payment of interest. In the case of each drawing under the Confirmation for the payment of the Purchase Price of the Reoffered Bonds, the principal component and the interest component will be reinstated only if and to the extent the Confirming Bank notifies the Trustee within 10 days of such draw that the Confirming Bank has been reimbursed by or on behalf of the Bank for the amount so drawn and intends to reinstate such Confirmation. In the event that there has not been a reinstatement of a draw on the Confirmation, the Reoffered Bonds will be subject to a mandatory tender. See “PART 3—THE REOFFERED BONDS – Mandatory Tenders for Purchase.”

Events of Default under the Bank Reimbursement Agreement include, but are not limited to, (i) failure of the Bank to pay amounts due with respect to any letter of credit issued pursuant to the Bank Reimbursement Agreement; (ii) failure of the Bank to be in compliance with all minimum federal and/or state regulatory capital requirements applicable to it; (iii) any failure of any representation or warranty or other information, furnished by the Bank to the Confirming Bank in any context, to be and remain true, correct and complete; or (iv) the Confirming Bank reasonably and in good faith determines that a material adverse change has occurred in the financial condition of the Bank.

Pursuant to Resolution, the Trustee may draw amounts thereunder while the Reoffered Bonds are in the Weekly Rate or Monthly Rate (i) after first having presented to the Bank a drawing under the Letter of Credit in conformance with its terms and the Bank having not honored such draw, or (ii) if the Bank (or any receiver or conservator that has been appointed for it) has repudiated the Letter of Credit, without first presenting to the Bank such draw under the Letter of Credit, provided in each case such draw on the Confirmation conforms in all respects with the terms and conditions of the Confirmation.

The Confirmation expires at 4:00 p.m., Boston, Massachusetts time, on September 1, 2011, unless terminated earlier in accordance with the provisions of the Confirmation or unless otherwise extended.

Substitute Credit Facility

The Authority may replace the Letter of Credit with a 2006A-2 Substitute Credit Facility for all or a portion of the Reoffered Bonds upon written notice to the Bank and the Confirming Bank, or the University may, at any time, at its option with the prior written consent of the Authority and upon written notice to the Bank and the Confirming Bank, deliver or cause to be delivered to the Trustee a 2006A-2 Substitute Credit Facility provided by the University.

The replacement of the Letter of Credit with a 2006A-2 Substitute Credit Facility will cause a mandatory tender of the Reoffered Bonds. In no event shall the Letter of Credit be surrendered to the Bank upon delivery of the 2006A-2 Substitute Credit Facility shall be or become effective unless it meets the requirements set forth in the Bond Series Certificate.

The Mortgages

The University's obligations to the Authority under the Loan Agreement in relation to the Reoffered Bonds are additionally secured by the 2006 Mortgage and security interests in certain fixtures, furnishings and equipment now or hereafter located therein or used in connection therewith. Certain property of the University, other than the property encumbered by the 2006 Mortgage, is subject to the Existing Mortgages granted to the Authority by the University to secure the Prior Bonds. The Existing Mortgages were assigned to the Prior Bond Trustee pursuant to certain assignments of mortgage among the Authority, the Prior Bond Trustee and Radian executed at the time of issuance of the Prior Bonds and the 2006 Mortgage was assigned to the Trustee pursuant to an assignment agreement between the Authority and the Trustee executed at the time of initial issuance of the 2006 Bonds. The 2006 Mortgage was assigned by the Authority to the Bank, AIB and the Trustee pursuant to the Assignment of Mortgage. Pursuant to the Assignment Agreement, the Authority retains rights to certain fees and indemnification and the right, for a limited period, to direct the remedies for, or waive, certain events of default under the Loan Agreement relating to breaches of certain covenants other than those regarding payment of amounts sufficient to pay principal of and interest on the Reoffered Bonds. In addition, the Authority, the Prior Bond Trustee and the Trustee entered into the Intercreditor Agreement, which was acknowledged and agreed to by the Bank, AIB and Radian providing for the enforcement and administration of remedies and, in certain circumstances, the pro rata distribution of proceeds of foreclosure of the Mortgages. The Mortgages secure the obligations of the University under the Prior Loan Agreement and the Loan Agreement relating to the Reoffered Bonds on an equal and ratable basis. In accordance with the Intercreditor Agreement, property subject to the Mortgages may be released, and such Mortgages may be amended, with the prior written consent of the Authority, Radian, AIB and the Bank but without the consent of the Trustee or the Owners of any Bonds.

The Intercreditor Agreement

The Intercreditor Agreement provides that, until there are no Prior Bonds Outstanding or there are no Series 2006 Bonds Outstanding or by mutual agreement of the parties thereto, liens on the property subject to the Existing Mortgages, the 2006 Mortgage and the Pledged Revenues made and given by the University pursuant to the applicable Loan Agreements shall be of equal priority and, upon the occurrence of an Event of Default thereunder, neither the Prior Bond Trustee nor the Trustee shall have a priority of payment over or be subordinate to the other with respect to recovery of any amounts under the Existing Mortgages, the 2006 Mortgage or the Loan Agreements. Any party to the Intercreditor Agreement may, without the consent of the other parties thereto, commence an action or proceeding to foreclose a Mortgage whenever, and to the extent such party is permitted to do so under the 1995 Loan Agreement and Prior Resolution, the 2006 Loan Agreement and 2006 Resolution, the Existing Mortgages or the 2006 Mortgage, as applicable.

Events of Default and Acceleration

The following are events of default under the Bond Resolution: (i) a default in the payment of the principal, Sinking Fund Installments or Redemption Price of or interest on any Bond; (ii) the Authority shall take any action, or fail to take any action, which would cause Series 2006A-2 Bonds to be “arbitrage bonds” within the meaning of the Code, or fail to comply with the provisions of the Code, and as a result thereof interest on Series 2006A-2 Bonds becomes includable in gross income for federal income tax purposes; (iii) a default by the Authority in the due and punctual performance of any other covenant, condition, agreement or provision contained in Series 2006A-2 Bonds or in the Bond Resolution which continues for thirty (30) days after written notice thereof is given to the Authority by the Trustee (such notice to be given at the Trustee’s discretion or at the written request of Owners of not less than 25% in principal amount of Outstanding Bonds) or if such default is not capable of being cured within said thirty (30) day period, the Authority fails to commence within said thirty (30) days and diligently prosecute the cure thereof, (iv) an “Event of Default,” as defined in the Loan Agreement, shall have occurred and is continuing and all sums payable by the University under the Loan Agreement shall have been declared immediately due and payable (unless such declaration shall have been annulled), or (v) non-reinstatement of the Confirmation provided that the Confirming Bank has not otherwise directed mandatory tender. Unless all sums payable by the University 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 Bond Resolution. Failure to pay the purchase price of Reoffered Bonds tendered for purchase or subject to mandatory purchase shall not constitute an event of default under the Bond Resolution.

The Bond Resolution provides that if an event of default (other than as described in clause (ii) and (v) of the preceding paragraph) occurs and continues, the Trustee may, and upon the written request of the Owners of not less than 25% in principal amount of the Outstanding Bonds, shall by written notice to the Authority, declare the principal of and interest on all the Outstanding Bonds to be due and payable immediately. At the expiration of thirty (30) days from the giving of such notice, such principal and interest shall become immediately due and payable. The Trustee may, with the consent of the Owners of not less than 25% in principal amount of Series 2006A-2 Bonds then Outstanding, annul by written notice to the Authority such declaration and its consequences under the terms and conditions specified in the Bond Resolution with respect to such annulment. Upon an event of default described in clause (v), the Trustee shall at the direction of the Confirming Bank declare the principal of and the interest on all Outstanding Bond to be due and payable immediately.

The Owners of not less than 51% in principal amount of the Outstanding Bonds with the consent of the Bank or, in the case of a default described in subclause (ii) in the first paragraph under this subheading, the Owners of not less than a 51% in principal amount of the Outstanding Bonds of the affected Series with the consent of the Bank, shall have the right to direct the method and place of conducting all remedial proceedings to be taken by the Trustee.

The Bond Resolution provides that the Trustee shall give notice in accordance with the Bond Resolution of each event of default known to the Trustee, to (i) the Bank and to the University, within five (5) Business Days, and (ii) to the Owners of the Reoffered Bonds within thirty (30) days after knowledge of the occurrence of an event of default.

Issuance of Additional Bonds

In addition to the Reoffered Bonds, the Bond 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 University. Series 2006A-2 Bonds which may be issued include Variable Interest Rate Bonds. All Bonds issued under the Bond Resolution would rank on a parity with each other and would be secured equally and ratably with each other except

with regard to specific credit or liquidity facilities. See “Appendix C – Summary of Certain Provisions of the Resolution.”

General

The Reoffered Bonds will not be a debt of the State nor will the State be liable thereon. The Authority has no taxing power. The Authority has never defaulted in the timely payment of principal or sinking fund installments of or interest on its bonds or notes. See “PART 6 - THE AUTHORITY.”

PART 3 - THE REOFFERED BONDS

Set forth below is a narrative description of certain provisions applicable to the Reoffered Bonds, while they bear interest at the Monthly Rate or the Weekly Rate. These provisions have been summarized and this description does not purport to be complete. Reference should be made to the Resolution, the Series Resolution, the Bond Series Certificate and the Loan Agreement, copies of which are on file with the Authority and the Trustee. See also “Appendix B – Summary of Certain Provisions of the Loan Agreement” and “Appendix C – Summary of Certain Provisions of the Resolution” for a more complete description of certain provisions of the Reoffered Bonds.

Description of the Reoffered Bonds

The Reoffered Bonds were issued pursuant to the Act and the Resolutions.

The Reoffered Bonds During a Monthly Rate Period

On the Replacement Date, the Reoffered Bonds will be reoffered as Variable Interest Rate Bonds in the Monthly Rate. The interest rates on Series 2006A-2 Bonds for the Initial Period, commencing on and including the Replacement Date and ending on and including September 30, 2009, is to be determined on or about the Business Day immediately preceding the Replacement Date.

After the Initial Period, each succeeding Monthly Rate Period is to begin on the first Business Day of a month and end on the last day preceding the commencement date of the following Monthly Rate Period. Interest on the Reoffered Bonds will be payable on October 1, 2009 and on each Interest Payment Date thereafter. The Reoffered Bonds will be available in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Interest on the Reoffered Bonds shall be calculated on the basis of a three hundred sixty-five (365) or three hundred sixty-six (366) day year, as applicable, for the actual number of days elapsed to the Interest Payment Date.

The interest rates on the Reoffered Bonds for each Monthly Rate Period after the Initial Period shall be equal to the Monthly Rates set by the Remarketing Agent on the Business Day next preceding the commencement date of the Monthly Period to which it relates (or if not a Business Day on the next succeeding Business Day). Each Monthly Rate so determined by the Remarketing Agent shall be the rate of interest that, if borne by such Reoffered Bonds for such Monthly 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 Reoffered Bonds and which are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the Reoffered Bonds, would be the lowest interest rate that would enable the Reoffered Bonds to be sold on the first day of the applicable Monthly Rate Period at a price of par, plus accrued interest, if any.

If for any reason (i) the Monthly Rates for a Monthly Rate Period are not established as aforesaid, (ii) no Remarketing Agent shall be serving under the Bond Series Certificate, (iii) the Rate so established

is held to be invalid or unenforceable with respect to a Monthly Rate Period or (iv) pursuant to the Remarketing Agreement, the Remarketing Agent is not then required to establish a Monthly Rate, then the Monthly Rate for such Monthly Rate Period shall be the SIFMA Municipal Index on the date such Monthly Rate was to have been determined by the Remarketing Agent. In no event may any interest rate on any Reoffered Bond for any Monthly Rate Period exceed the maximum rate permitted by law or the Maximum Rate (other than Pledged Bonds).

The Reoffered Bonds During a Weekly Rate Period

The Reoffered Bonds may be converted to bear interest in the Weekly Rate. Each Weekly Rate Period is to begin on and include Thursday of a calendar week and extend to and include the next succeeding Wednesday. The Reoffered Bonds will be available in denominations of \$100,000 or any integral multiple of \$5,000 in excess thereof. Interest on the Reoffered Bonds shall be calculated on the basis of a three hundred sixty-five (365) or three hundred sixty-six (366) day year, as applicable, for the actual number of days elapsed to the Interest Payment Date.

The interest rates on the Reoffered Bonds for each Weekly Rate Period shall be equal to the Weekly Rates set by the Remarketing Agent on each Reset Date. During a Weekly Rate Period, the Reset Date shall be each Wednesday or, if such day is not a Business Day, the immediately preceding Business Day. Each Weekly Rate so determined by the Remarketing Agent shall be the rate of interest that, if borne by such Reoffered Bonds in the Weekly Rate Period 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 Reoffered Bonds and which are comparable as to credit and maturity or tender dates with the credit and maturity or tender dates of the Reoffered Bonds, would be the lowest interest rate that would enable the Reoffered Bonds to be sold on the first day of the applicable Weekly Rate Period at a price of par, plus accrued interest, if any.

If for any reason (i) the Weekly Rates for a Weekly Rate Period are not established as aforesaid, (ii) no Remarketing Agent shall be serving under the Bond Series Certificate, (iii) the 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. In no event may any interest rate on any Reoffered Bond for any Weekly Rate Period exceed the maximum rate permitted by law or the Maximum Rate (other than Pledged Bonds).

This Reoffering Circular, in general, describes the Reoffered Bonds only during the Monthly Rate Mode and the Weekly Rate Mode.

The method for determining the interest rates on all or a portion of the Reoffered Bonds may be converted from time to time to a Daily Rate, a Weekly Rate, a Monthly Rate, a Commercial Paper Rate, a Term Rate, a Fixed Rate or an Auction Rate.

The Reoffered Bonds were issued as fully registered bonds and are registered in the name of Cede & Co., as nominee of DTC, pursuant to DTC's Book-Entry Only System. Purchases of beneficial interests in the Reoffered Bonds will be made in book-entry form, without certificates. If at any time the Book-Entry Only System is discontinued for the Reoffered Bonds, the Reoffered Bonds will be exchangeable for other fully registered Reoffered Bonds in any other authorized denominations of the same maturity without charge except the payment of any tax, fee or other governmental charge to be paid with respect to such exchange, subject to the conditions and restrictions set forth in the Resolution. See

“Book-Entry Only System” herein and “Appendix C – Summary of Certain Provisions of the Resolution.”

Interest on the Reoffered Bonds is to be payable by check mailed to the registered owners thereof. The principal or redemption price of the Reoffered Bonds is to be payable in lawful money of the United States of America at the principal corporate trust office of Manufacturers and Traders Trust Company, Buffalo, New York, the Trustee and Paying Agent. As long as the Reoffered Bonds are registered in the name of Cede & Co., as nominee of DTC, such payments will be made directly to DTC. See “Book-Entry Only System” herein.

For a more complete description of the Reoffered Bonds, see “Appendix C – Summary of Certain Provisions of the Resolution.”

Conversion to Other Rate Modes

The Authority, at the direction of the University, may, by written direction to the Remarketing Agent, the Trustee, the Tender Agent, the Bank, and each Rating Service maintaining a rating on the Reoffered Bonds, elect that all or a portion of the Reoffered Bonds be converted from the Monthly Rate Mode or the Weekly Rate Mode to any other authorized mode. At the time of a conversion from the Monthly Rate Mode or the Weekly Rate Mode to a different Rate Mode, the Reoffered Bonds to be converted are subject to mandatory tender for purchase at the Purchase Price as described herein. See “Mandatory Tenders for Purchase” below.

The Bond Series Certificate provides that no conversion of a Rate Mode is to occur thereunder unless (i) on the Conversion Date no event of default under the Bond 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 including, but not limited to, the consent of the Bank.

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

Failure of Conversion. In the event any condition precedent to a conversion is not fulfilled, any affected Reoffered Bond shall continue to be subject to any mandatory tender otherwise required by the Bond Series Certificate without regard to the failure to fulfill such condition, and thereafter shall accrue interest at the Rate Mode prior to the proposed conversion. In the event the Remarketing Agent fails for any reason to determine such Rate Mode, the applicable Monthly Rate or Weekly Rate shall be the rate determined on the basis of an index based upon the applicable monthly or weekly interest rate resets of tax-exempt variable rate issues included in a database maintained by Municipal Market Data which meet specific criteria established by the Public Securities Association and effective for the date on which such rate is determined (or if such rate is not available, any other similar rate as is determined by the Trustee in its sole discretion to be appropriate).

The Confirmation shall be in effect with respect to Reoffered Bonds in the Weekly Rate Mode and Monthly Rate Period only.

Redemption

The Reoffered Bonds are subject to redemption prior to maturity as follows:

Optional Redemption. Reoffered Bonds which accrue interest at Monthly Rates or Weekly Rates are subject to optional redemption prior to maturity, at the option of the Authority which shall be exercised upon the written direction of the University, in whole, or in part in an amount evenly divisible by minimum Authorized Denominations, on any date, at a redemption price equal to 100% of the principal amount redeemed, plus interest accrued to the redemption date.

Sinking Fund Redemption. The Bonds are subject to sinking fund redemption prior to maturity through application of Sinking Fund Installments at 100% of the principal amount thereof, plus accrued interest to the redemption date, but without premium, on September 1 of each year and in the respective principal amount set forth below:

Subseries 2006A-2 Term Bonds Due September 1, 2026

<u>September 1</u>	<u>Principal Amount</u>	<u>September 1</u>	<u>Principal Amount</u>
2010	\$325,000	2019	450,000
2011	340,000	2020	465,000
2012	345,000	2021	485,000
2013	360,000	2022	500,000
2014	375,000	2023	515,000
2015	390,000	2024	535,000
2016	400,000	2025	555,000
2017	420,000	2026†	575,000
2018	430,000		

†Final Maturity.

Subseries 2006A-2 Term Bonds Due September 1, 2036

<u>September 1</u>	<u>Principal Amount</u>
2024	\$ 130,000
2025	140,000
2026	140,000
2027	745,000
2028	775,000
2029	2,590,000
2030	2,685,000
2031	2,785,000
2032	2,895,000
2033	3,555,000
2034	3,685,000
2035	3,830,000
2036†	3,975,000

†Final Maturity.

Special Redemption

The Reoffered Bonds are subject to special redemption prior to the maturity with notice to the Bank, if any, in whole or in part on any date, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest thereon to the redemption date, from proceeds of a condemnation or insurance award received by the Trustee or a payment by the University in connection with a change in use described in (iii) below, in the event that (i) there is damage or destruction to the Project and the University elects not to restore such Project; (ii) there is condemnation of such Project with damage resulting from such condemnation, which in the opinion of the University, concurred in by the Trustee and the Bank, renders such Project unusable or substantially impairs the usage of such Project, and the University elects not to restore such Project; or (iii) there is a determination of a change in use with respect to certain facilities of the Southampton campus previously owned by the University as described in a certain Tax Use Agreement by and between the State University of New York and the Authority.

Notice of Redemption; Effect of Redemption

Whenever Bonds are to be redeemed, the Trustee shall give notice of the redemption of the Bonds in the name of the Authority which notice may provide if the Authority's obligation to redeem the Bonds is subject to one or more conditions, a statement to that effect that describes the conditions to such redemption. Such notice shall be given by mailing a copy of such notice not less than fifteen (15) days nor more than sixty (60) days prior to the redemption date.

On the stated redemption date, there shall become due and payable upon each Bond 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.

Any notice of redemption may state that the redemption to be effected is conditioned upon the receipt by the Trustee on or prior to the redemption date of moneys sufficient to pay the principal of, premium, if any, and interest on such Bonds to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such Bonds shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of, premium, if any, and interest on such Bonds are not received by the Trustee on or prior to the redemption date, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

Optional Tenders for Purchase

The Reoffered Bonds may be tendered for purchase, at the option of the Owners thereof, at a purchase price equal to 100% of the principal amount of such Reoffered Bonds (or portions thereof in Authorized Denominations) plus accrued interest, if any, to the purchase date in accordance with the following terms and conditions.

Optional Purchase Dates. The Owners of Reoffered Bonds (except Bank Bonds and Borrower Bonds) accruing interest at Monthly Rates may elect to have their Reoffered Bonds (or portions thereof in minimum Authorized Denominations) purchased at the purchase price payable in immediately available funds on Optional Tender Date by the giving or delivering to the Remarketing Agent and the Tender Agent at their respective principal offices a notice of tender not later than 5:00 P.M., New York City Time, on the seventh calendar day prior to the Optional Tender Date.

Bondowner Notice of Optional Tender. Each notice of tender:

- (a) shall be delivered to the Remarketing Agent and the Tender Agent at their respective notice addresses (as provided in the 2006 Bond Series Certificate) and be in form satisfactory to the Tender Agent;
- (b) shall state (1) the aggregate principal amount in an Authorized Denomination of each Reoffered Bond, and (2) that such principal amount of the Reoffered Bond (in an Authorized Denomination) shall be purchased on such Optional Tender Date; and
- (c) shall be irrevocable.

Notwithstanding the foregoing, if the Reoffered Bonds are held in a Book-Entry System, the right to optionally tender Reoffered Bonds accruing interest at Daily Rates may be exercised by a Beneficial Owner. Such right shall be exercised by delivery by the Beneficial Owner to the Remarketing Agent and the Tender Agent no later than the times specified under the heading “*Optional Purchase Dates*” of the notice described under this heading stating that such beneficial owner will cause its beneficial interest (or portion thereof in an Authorized Denomination) to be tendered, the amount of such interest to be tendered, the date on which such interest will be tendered and the identity of the Participant through which the beneficial owner maintains its interest. Upon delivery of such notice, the beneficial owner must make arrangements to have its beneficial ownership interest in the Reoffered Bonds being tendered transferred to the Tender Agent at or prior to 1:00 P.M. New York City Time, on the purchase date.

Mandatory Tenders for Purchase

The Reoffered Bonds are subject to mandatory tender for purchase at a purchase price equal to 100% of the principal amount of such Reoffered Bonds, plus accrued interest, if any, as follows:

Mandatory Tender. (A) The Reoffered Bonds will be subject to mandatory tender and purchase (i) on the date such Reoffered Bonds are to be converted to a different Rate Mode; (ii) on any Business Day that is not less than three (3) Business Days prior to the Termination Date for the Letter of Credit or the Confirmation unless the Termination Date of the Letter of Credit or the Confirmation has been extended at least twenty (20) days prior to such Termination Date, and the Purchase Price of such tendered Reoffered Bonds shall be paid with money drawn under such Letter of Credit or Confirmation prior to its Termination Date; and (iii) on the effective date of a substitute Letter of Credit delivered pursuant to the Bond Series Certificate (or if such day is not a Business Day, on the immediately preceding Business Day); **provided, however,** that the Purchase Price in connection with which a substitute Letter of Credit is being delivered shall be paid with money drawn under the then existing Liquidity Facility;

(B) The Reoffered Bonds will also be subject to mandatory tender and purchase following receipt of a notice delivered by the Credit Facility Provider, Liquidity Provider, or Confirming Bank, as applicable, to the Trustee 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 or Confirmation with respect to the Reoffered Bonds (other than a draw relating to a permanent reduction of the Stated Amount of the Letter of Credit or Confirmation) and (b) a Letter of Credit Bank or Confirming Bank has elected to require a mandatory tender of the Reoffered Bonds as provided in the Reimbursement Agreement. Such mandatory tender will occur two Business Days after the receipt by the Trustee of such notice of (a) non-reinstatement of interest or (b) the occurrence of an Event of Default under the Reimbursement Agreement.

(C) The Reoffered Bonds will also be subject to mandatory tender and purchase following a draw on the Confirmation to pay the Purchase Price of the Reoffered Bonds unless on or prior to the 10th day following such draw the Trustee receives a notice from the Confirming Bank stating that such Confirmation will be reinstated. Such mandatory tender will occur two Business Days after the end of such 10-day period.

(D) The Reoffered Bonds will also be subject to mandatory tender and purchase on a Business Day that is not less than one Business Day prior to the voluntary termination of the Liquidity Facility in accordance with the Credit Facility or Liquidity Facility.

Notices of Mandatory Tender. Whenever Reoffered Bonds are to be tendered for purchases in accordance with clause (A)(i), (ii) and (D) above, Tender Agent shall, not less than twenty (20) days prior to the Tender Date, give notice by first-class mail to the Bank, the Confirming Bank, the Authority and the Bondowners of the Reoffered Bonds to be tendered that such Reoffered Bonds are subject to mandatory tender for purchase on the Tender Date specified in such notice. Whenever Reoffered Bonds are to be tendered for purchase upon the initial delivery of a substitute Letter of Credit or the termination of a Letter of Credit in accordance with clause (A)(iii) above, the Tender Agent shall, not less than five (5) days prior to the effective date of the expiration or earlier termination of the Letter of Credit then in effect or of the effective date of the substitute Letter of Credit or prior to the date specified in the No Remarketing Notice, give notice by first-class mail to the Bondowners of the Reoffered Bonds that the Reoffered Bonds are subject to mandatory tender for purchase on the date specified in such notice. Whenever Reoffered Bonds are to be tendered for purchase upon the termination of a Credit Facility, Liquidity Facility or Confirmation in accordance with clause (B) or (C) above, the Tender Agent shall, as soon as practicable, give notice by first-class mail to the Bondowners of the Reoffered Bonds that the Reoffered Bonds are subject to mandatory tender for purchase on the date specified in such notice in accordance with clause (B) or (C) above

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 Reoffered Bond subject to mandatory tender for purchase or any Reoffered Bond, other than a Book Entry Bond, for which an election to tender has been duly made, such Reoffered 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 Reoffered Bond to receipt of interest, if any, due thereon on the date such Reoffered Bond is required to be purchased.

Purchase of Tendered Bonds. On each Tender Date the Tendered Bonds shall be purchased at the Purchase Price paid by the Tender Agent from and in following order of priority: the proceeds of remarketing of the Tendered Bonds; amounts drawn on the applicable Letter of Credit; certain other available moneys, if any, under the Resolutions. 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 Reoffered Bonds. Upon receipt of any notice given pursuant to the Resolutions that any Reoffered 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 Resolutions to the contrary, so long as any Reoffered Bond is registered in the name of Cede & Co, as nominee of DTC, all payments with respect to principal,

redemption price or Purchase Price of, and interest on, all deliveries to be made and all notices to be delivered with respect to such Reoffered Bond shall be made and given pursuant to DTC's rules and procedures then in effect.

Limitations on Remarketings. Remarketing of the Reoffered Bonds is subject to the following limitations:

(i) The Remarketing Agent shall not, during any period during which the Liquidity Facility are in effect, remarket Tendered Bonds if:

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

(B) the Liquidity Facility will expire or terminate within 20 days after the Tender Date of the Tendered Bonds, unless and until the Liquidity Facility has been extended or a Substitute Liquidity Facility has been delivered to the Tender Agent (provided that the Remarketing Agent may remarket Tendered Bonds to be converted to a Fixed Rate where the Liquidity Facility will expire or terminate within 20 days after the Tender Date for such Tendered Bonds); 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 University, 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 University 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 University thereunder.

(iii) The Remarketing Agent is required to use its best efforts to remarket the tendered Reoffered Bonds for which it serves as Remarketing Agent. However, the Remarketing Agent is not required to remarket any tendered Reoffered Bonds under certain circumstances, including if the Remarketing Agent has actual knowledge that an event of default with respect to the Reoffered Bonds has occurred and is continuing under the Resolution or the Loan Agreement. In addition, the Remarketing Agreement provides that the Remarketing Agent is not required to remarket any tendered Reoffered Bonds if (a) the Remarketing Agent determines that any applicable disclosure document or continuing disclosure undertaking required in connection with the remarketing of the Reoffered Bonds is either unavailable or not adequate or (b) the Remarketing Agent has received an opinion of Bond Counsel that the exclusion from gross income of interest on the Reoffered 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 Act of 1939 can be challenged. In addition, the Authority, with the consent of the University so long as no event of default has occurred and is continuing under the Loan Agreement, or the University, with the consent of the Authority, may direct the Remarketing Agent to discontinue or suspend the remarketing of the Reoffered Bonds.

Medium and Place of Payment

Payments of interest due on the Reoffered Bonds shall be made by the Trustee by mailing a check in the amount due for such interest on each Interest Payment Date to the registered owner of each Reoffered Bond on the Record Date immediately preceding such Interest Payment Date, to such registered owner's address 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 the Record Date immediately preceding such Interest Payment Date directed the Trustee to wire such interest payment; provided, however, anything elsewhere in the Resolutions to the contrary notwithstanding, that interest in respect of all Reoffered Bonds registered in the name of DTC or a successor securities repository (or the nominee of DTC or such successor) shall be paid by wire transfer at the wire transfer address therefor.

The Reoffered Bonds when issued will be registered in the name of Cede & Co., as bondowner and nominee of DTC. So long as DTC, or its nominee, Cede & Co., is the registered owner of all Reoffered Bonds, all payments on the Reoffered Bonds will be made directly to DTC and disbursement of such payments to the DTC Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners of the Reoffered Bonds will be the responsibility of the DTC Participants and Indirect Participants as more fully described in "Book-Entry Only System".

Transfer and Exchange of Reoffered Bonds

Reoffered Bonds, upon surrender thereof at the principal corporate trust office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or such owner's attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of Reoffered Bonds of the same series, maturity and tenor of any other authorized denominations.

All Reoffered Bonds issued hereunder shall be negotiable as provided in the Act, subject to the provisions for registration and transfer contained herein and in the Reoffered Bonds. So long as any of the Reoffered Bonds shall not have matured or been called for redemption, the Authority shall maintain and keep, or cause to be maintained and kept, at the designated office of the Trustee, books for the registration and transfer of Reoffered Bonds; and, upon presentation thereof for such purpose at said office, the Authority shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Trustee may prescribe, any Reoffered Bond entitled to registration or transfer. So long as any of the Reoffered Bonds have not matured or been called for redemption, the Authority shall make all necessary provisions to permit the exchange of Reoffered Bonds at the principal corporate trust office of the Trustee.

Each Reoffered Bond shall be transferable only upon the books of the Authority, which shall be kept for that purpose at the principal corporate trust office of the Trustee, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such owner's duly authorized attorney and the payment of a charge sufficient to reimburse the Authority or the Trustee for any tax, fee or other governmental charge required to be paid with respect to such transfer. Upon the transfer of any such Reoffered Bond, the Authority shall cause to be issued in the name of the transferee a new Reoffered Bond or Reoffered Bonds of the same aggregate principal amount, series, maturity and tenor as the surrendered Reoffered Bonds.

The Authority and the Trustee may deem and treat the person in whose name any Outstanding Reoffered Bond shall be registered upon the books of the Authority as the absolute owner of such Reoffered Bond, whether such Reoffered Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on such Reoffered Bond and for all other purposes whatsoever, and all such payments so made to any such registered owner or

upon such owner's order shall be valid and effectual to satisfy and discharge the liability upon such Reoffered Bond to the extent of the sum or sums paid, and neither the Authority nor the Trustee shall be affected by any notice to the contrary.

For a more complete description of the redemption and other provisions relating to the Reoffered Bonds, see "Appendix C – Summary of Certain Provisions of the Resolution."

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Reoffered Bonds. The Reoffered 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 Reoffered Bond certificate will be issued for each maturity of the Reoffered 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 2.2 million issues of U.S. and non-U.S. equity, 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, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. 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"). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

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

To facilitate subsequent transfers, all Reoffered 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 Reoffered 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 Reoffered Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Reoffered 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 Reoffered 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 Reoffered Bonds unless authorized by a Direct Participant in accordance with DTC's 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 Reoffered 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 Reoffered 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 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 Reoffered Bonds purchased or tendered, through its Participant, to the Tender Agent, and shall effect delivery of such Reoffered Bonds by causing the Direct Participant to transfer the Participant's interest in the Reoffered Bonds, on DTC's records, to the Tender Agent. The requirement for physical delivery of Reoffered Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Reoffered Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Reoffered 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 Reoffered Bonds registered in its name for the purposes of payment of the principal and redemption premium, if any, of, or interest on, the Reoffered Bonds, giving any notice permitted or required to be given to registered owners under the Resolution, registering the transfer of the Reoffered 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 Reoffered 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 Reoffered 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.

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

DTC may discontinue providing its service as depository with respect to the Reoffered Bonds at any time by giving reasonable notice to the Authority and the Trustee, or the Authority may terminate its participation in the system of book-entry transfer through DTC at any time by giving notice to DTC. In either event, the Authority may retain another securities depository for the Reoffered Bonds or may direct the Trustee to deliver bond certificates in accordance with instructions from DTC or its successor. If the Authority directs the Trustee to deliver such bond certificates, such Reoffered Bonds may thereafter be exchanged for an equal aggregate principal amount of Reoffered Bonds in any other authorized denominations and of the same maturity as set forth in the Resolution, upon surrender thereof at the principal corporate trust office of the Trustee, who will then be responsible for maintaining the registration books of the Authority.

Unless otherwise noted, certain of the information contained in the preceding paragraphs of this subsection "Book-Entry Only System" has been extracted from information given by DTC. Neither the Authority, the Trustee nor the Remarketing Agent makes any representation as to the completeness or the accuracy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

NEITHER THE AUTHORITY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO SUCH DTC PARTICIPANTS, INDIRECT PARTICIPANTS, OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR SUCH DTC PARTICIPANTS, INDIRECT PARTICIPANTS, OR THE BENEFICIAL OWNERS. PAYMENTS MADE TO DTC OR ITS NOMINEE SHALL SATISFY THE AUTHORITY'S OBLIGATION UNDER THE ACT AND THE RESOLUTION TO THE EXTENT OF SUCH PAYMENTS.

So long as Cede & Co. is the registered owner of the Reoffered Bonds, as nominee for DTC, references herein to the Bondowners or registered owners of the Reoffered Bonds (other than under the captions "PART 13 – TAX MATTERS" herein) shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of the Reoffered Bonds.

Principal and Interest Requirements

The following table sets forth the amounts required to be paid by the University during each twelve month period ending August 31 of the Bond Years shown for the payment of debt service on the currently Outstanding Bonds, the principal of and interest on the Reoffered Bonds, debt service on other outstanding indebtedness of the University and the total debt service on all indebtedness of the University, including the Reoffered Bonds.

12 Month Period Ending August 31	Debt Service on Prior Outstanding Bonds	Subseries 2006A-1 Bonds	Subseries 2006A-2 Bonds*	Total Debt Service on Outstanding Bonds	Debt Service on Other University Bonds	Total Debt Service
2009	\$5,718,329	\$1,566,319	\$1,561,490	\$8,846,138	\$1,311,772	\$10,157,910
2010	5,730,684	1,566,029	1,566,370	8,863,083	1,168,129	10,031,212
2011	5,740,234	1,564,953	1,570,294	8,875,481	96,194	8,971,675
2012	5,755,415	1,568,982	1,564,152	8,888,549	93,363	8,981,912
2013	5,775,848	1,571,163	1,566,504	8,913,515	90,531	9,004,046
2014	5,798,663	1,569,169	1,569,681	8,937,512	47,700	8,985,212
2015	5,807,938	1,566,389	1,571,901	8,946,227	46,350	8,992,577
2016	5,837,138	1,573,714	1,569,055	8,979,906		8,979,906
2017	5,863,238	1,569,021	1,574,532	9,006,790		9,006,790
2018	5,892,531	1,575,323	1,570,664	9,038,518		9,038,518
2019	5,916,419	1,570,498	1,576,009	9,062,926		9,062,926
2020	5,954,625	1,575,778	1,576,119	9,106,522		9,106,522
2021	5,975,856	1,574,040	1,579,381	9,129,277		9,129,277
2022	6,023,256	1,578,127	1,578,297	9,179,681		9,179,681
2023	6,057,288	1,576,087	1,576,257	9,209,632		9,209,632
2024	4,527,963	1,713,981	1,709,151	7,951,095		7,951,095
2025	4,528,050	1,710,596	1,715,924	7,954,569		7,954,569
2026	4,529,038	1,717,869	1,713,027	7,959,933		7,959,933
2027	4,520,413	1,723,691	1,719,007	7,963,110		7,963,110
2028	4,527,163	1,725,402	1,725,877	7,978,442		7,978,442
2029	1,088,000	3,510,112	3,515,585	8,113,697		8,113,697
2030	1,088,250	3,519,797	3,520,113	8,128,160		8,128,160
2031	1,091,250	3,520,516	3,525,832	8,137,597		8,137,597
2032	1,086,750	3,533,069	3,538,227	8,158,047		8,158,047
2033		4,090,971	4,095,971	8,186,943		8,186,943
2034		4,103,634	4,098,476	8,202,110		8,202,110
2035		4,105,957	4,110,957	8,216,913		8,216,913
2036		4,123,357	4,118,199	8,241,556		8,241,556

* Interest on the Reoffered Bonds is calculated on the basis of the 3.408% and 3.995% fixed rates of interest to be paid by the University under certain interest rate exchange agreements.

PART 4 - THE BANK AND THE CONFIRMING BANK

RBS CITIZENS N.A.

The following information concerning RBS Citizens, National Association (the “Bank”) has been provided by representatives of the Bank and has not been independently certified or verified by the Authority, the University or the Remarketing Agent.

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, Citizens Bank (Delaware),

and CCO Mortgage Corp. — 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 June 30, 2009, Citizens had \$153.3 billion in assets, total equity capital of \$20.4 billion, total deposits of \$99.7 billion, total loans and leases before allowance for loan losses of \$104.1 billion (\$101.2 billion net of allowance) and 21,110 full time equivalent employees.

Based on the annual Summary of Deposits report for June 30, 2009, the Bank had 1,188 branches. As of June 30, 2009 the Bank had total assets of \$121.9 billion, total deposits of \$78.4 billion, total loans and leases before allowance for loan losses of \$86.5 billion (\$83.8 billion net of allowance), and total equity capital of \$16.5 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 Appendix, 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.

FEDERAL HOME LOAN BANK OF BOSTON

The Federal Home Loan Bank of Boston (the "Confirming Bank") is a federally chartered corporation organized by Congress in 1932 and is a government-sponsored enterprise (GSE). The Confirming Bank is privately capitalized and its mission is to serve the residential-mortgage and community-development lending activities of its member institutions and housing associates located in the New England region. Altogether, there are 12 district Federal Home Loan Banks (FHLBanks) located across the United States (U.S.), each supporting the lending activities of member financial institutions within their specific regions. Each FHLBank is a separate entity with its own board of directors, management, and employees.

The Confirming Bank combines private capital and public sponsorship that enables its member institutions and housing associates to assure the flow of credit and other services for housing and community development. The Confirming Bank serves the public through its member institutions and

housing associates by providing these institutions with a readily available, low-cost source of funds, thereby enhancing the availability of residential-mortgage and community-investment credit. In addition, the Confirming Bank provides members a means of liquidity through a mortgage-purchase program. Under this program, members are offered the opportunity to originate mortgage loans for sale to the Confirming Bank. The Confirming Bank's primary source of income is derived from the spread between interest-earning assets and interest-bearing liabilities. The Confirming Bank borrows funds at favorable rates due to its GSE status.

The Confirming Bank's members and housing associates are comprised of institutions located throughout the New England region. The region is comprised of Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, and Vermont. Institutions eligible for membership include thrift institutions (savings banks, savings and loan associations, and cooperative banks), commercial banks, credit unions, and insurance companies that are active in housing finance. The Confirming Bank is also authorized to lend to certain nonmember institutions (called housing associates) such as state housing-finance agencies located in New England. Members are required to purchase and hold the Confirming Bank's capital stock for advances and certain other activities transacted with the Confirming Bank. The par value of the Confirming Bank's capital stock is \$100 and is not publicly traded on any stock exchange. In addition, the U.S. government guarantees neither the member's investment in nor any dividend on the Confirming Bank's stock. The Confirming Bank is capitalized by the capital stock purchased by its members and by retained earnings. Members may receive dividends, which are determined by the Confirming Bank's board of directors, and may redeem their capital stock at par value after satisfying certain requirements. The Federal Housing Finance Board (Finance Board), an independent agency in the executive branch of the U.S. government, supervised and regulated the FHLBanks through July 29, 2008. With the passage of the Housing and Economic Recovery Act of 2008 (HERA), the newly-established, independent Federal Housing Finance Agency (Finance Agency) became the new regulator of the FHLBanks, effective July 30, 2008. All existing regulations, orders, and decisions of the Finance Board remain in effect until modified or superseded. The Finance Board was abolished one year after the date of enactment of HERA.

The Office of Finance was established by the Finance Board to facilitate the issuing and servicing of consolidated obligations (COs) of the FHLBanks. These COs are issued on a joint basis. The FHLBanks, through the Office of Finance as their agent, are the issuers of COs for which they are jointly and severally liable. The Office of Finance also provides the FHLBanks with credit and market data and maintains the FHLBanks' joint relationships with credit-rating agencies. The Office of Finance manages the Resolution Funding Corporation (REFCorp) and Financing Corporation programs.

Moody's Investors Service, Inc. ("Moody's") currently rates the Confirming Bank's long-term bank deposits as "Aaa" and short-term bank deposits as "P-1". Standard & Poor's Ratings Services, a Division of the McGraw-Hill Companies, Inc. ("Standard & Poor's") rates the Confirming Bank's long-term issuer credit as "AAA" and its short-term issuer credit as "A-1+". Further information with respect to such ratings may be obtained from Moody's and Standard & Poor's, respectively. No assurances can be given that the current ratings of the Confirming Bank and its instruments will be maintained.

The Confirming Bank refers any purchaser or prospective purchaser of the Reoffered Bonds to all annual, quarterly and current reports filed by the Confirming Bank with the Securities and Exchange Commission.

PART 5 - THE UNIVERSITY

History

Founded in 1926, Long Island University (the "University") is a private, multi-campus institution of higher learning in the United States. With undergraduate and graduate enrollment totaling more than

18,000 students (approximately 15,000 full-time equivalent students) plus an additional 6,000 non-credit bearing students, and with approximately 650 full-time faculty, the University conducts its programs on six campuses and at a number of other sites throughout the New York City metropolitan area. Two of Long Island University's campuses are residential: the Brooklyn Campus (founded in 1926) in downtown Brooklyn, New York, which also contains the Arnold and Marie Schwartz College of Pharmacy and Health Sciences which began operations as a separate entity in 1886, and the C.W. Post Campus in Brookville, Nassau County, New York (founded in 1954). The remaining four are nonresidential: the Brentwood Campus in Brentwood, Suffolk County, New York (founded in 1971); the Westchester Campus in Westchester County, New York (founded in 1975); the Rockland Campus in Orangeburg, Rockland County, New York (founded in 1980), and which operates on the State University of New York campus in Purchase, New York (SUNY Purchase); and the Riverhead Campus in Riverhead, Suffolk County, New York (founded in 2006). There are also a number of educational and cultural programs of the University that are conducted within the colleges, schools, divisions and departments operated on one or more campuses or extensions of the University. The University's Global College Program operates throughout the world in places such as Costa Rica, India, China and Japan.

The University, although primarily a teaching institution, is also a research institution and a cultural resource for the City of New York, Long Island and the New York metropolitan area. A non-sectarian university of access, Long Island University is committed to providing affordable education through cooperative education programs and financial aid.

Accreditations and Memberships

The University is accredited by the Middle States Association of Colleges and Schools. All 590 programs at the University that lead to the associate, baccalaureate, masters, doctorate, certificate or advanced certificate are fully registered with the New York State Education Department. Following its reaccreditation review in Fall 2002, the Middle States Association of Colleges and Schools reaffirmed the University's accreditation for a period of ten (10) years.

Twenty-one specialized programs of the University are accredited by their respective accrediting groups: Accreditation Council for Pharmacy Education; Accreditation Review Commission on Education for the Physician Assistant, Inc.; American Art Therapy Association; American Dietetic Association, Commission on Accreditation/Approval for Dietetics Education; American Library Association, Committee on Accreditation; American Occupational Therapy Association, Accreditation Council for Occupational Therapy Education; American Physical Therapy Association, Commission on Accreditation in Physical Therapy Education; American Psychological Association, Committee on Accreditation; American Speech-Language-Hearing Association, Council on Academic Accreditation; Association to Advance Collegiate Schools of Business; Commission on Accreditation of Allied Health Education Programs; American Health Information Management Association, Commission on Accreditation of Health Informatics and Information Management Education; Committee on Accreditation for Respiratory Care; Commission on Collegiate Nursing Education; Council on Social Work Education; Council for the Accreditation of Counseling and Related Educational Programs; Joint Review Committee on Educational Programs in Athletic Training; Joint Review Committee on Education in Radiologic Technology; National Accrediting Agency for Clinical Laboratory Sciences; National Association of Schools of Public Affairs and Administration; and Teacher Education Accreditation Council.

Governance

The University is a not-for-profit corporation organized under the Education Law of the State of New York (the "Education Law"). In accordance with the Charter of the University (the "Charter"), the Statutes of the University (the "Statutes") and the Education Law, the Board of Trustees of the University (the "Board") is the paramount governing body of the University and presently consists of 43 members.

The primary duty of the Board is to ensure that all aspects of the University's functions are carried out in accordance with the Charter, the Statutes, applicable external laws and regulations, and the academic mandates of private and governmental accrediting bodies and agencies. Further, the Charter, the Statutes and the Education Law reserve to the Board certain policy-making and governance functions which include, but are not limited to, the right to appoint the President of the University, to elect trustees and officers of the University upon the recommendation of the President of the University, to make lifetime tenure commitments to qualified members of the faculty, to approve the annual operating budget, to approve capital plans, to approve major borrowing or the incurrence of indebtedness and to approve the purchase, sale or encumbrance of real property.

The Statutes vest the authority and responsibility for the management of ordinary academic and business affairs of the University in the Officers of the University. The President is the chief executive and operating officer of the University and serves as an ex officio member of the Board.

EXCEPT FOR THE VERY LIMITED DESCRIPTION OF THE UNIVERSITY CONTAINED UNDER THIS CAPTION, NO OTHER INFORMATION RELATING TO THE UNIVERSITY, ITS OPERATIONS OR ITS FINANCIAL CONDITION IS INCLUDED IN THIS REOFFERING CIRCULAR. POTENTIAL INVESTORS SHOULD BASE THEIR INVESTMENT DECISIONS WITH RESPECT TO THE REOFFERED BONDS SOLELY ON THE CREDIT OF THE BANK AND THE CONFIRMING BANK.

PART 6 - THE 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 June 30, 2009, the Authority had approximately \$38.6 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 June 30, 2009 were as follows:

<u>Public Programs</u>	<u>Bonds Issued</u>	<u>Bonds Outstanding</u>	<u>Notes Outstanding</u>	<u>Bonds and Notes Outstanding</u>
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State University of New York Dormitory Facilities.....	\$ 2,250,196,000	\$ 974,760,000	\$ 0	\$ 974,760,000
State University of New York Educational and Athletic Facilities.....	12,287,697,999	5,146,033,149	0	5,146,033,149
Upstate Community Colleges of the State University of New York.....	1,431,000,000	604,840,000	0	604,840,000
Senior Colleges of the City University of New York.....	9,663,821,762	2,934,864,213	0	2,934,864,213
Community Colleges of the City University of New York.....	2,364,178,350	508,140,787	0	508,140,787
BOCES and School Districts.....	2,419,101,208	1,894,490,000	0	1,894,490,000
Judicial Facilities.....	2,161,277,717	731,557,717	0	731,557,717
New York State Departments of Health and Education and Other.....	5,198,240,000	3,538,100,000	0	3,538,100,000
Mental Health Services Facilities.....	6,811,595,000	3,676,845,000	0	3,676,845,000
New York State Taxable Pension Bonds.....	773,475,000	0	0	0
Municipal Health Facilities Improvement Program.....	<u>985,555,000</u>	<u>781,415,000</u>	<u>0</u>	<u>781,415,000</u>
Totals Public Programs.....	<u>\$ 46,346,138,036</u>	<u>\$ 20,791,045,866</u>	<u>\$ 0</u>	<u>\$ 20,791,045,866</u>

Non-Public Programs	<u>Bonds Issued</u>	<u>Bonds Outstanding</u>	<u>Notes Outstanding</u>	<u>Bonds and Notes Outstanding</u>
Independent Colleges, Universities and Other Institutions.....	\$ 17,477,266,020	\$ 8,830,846,644	\$35,975,000	\$ 8,866,821,644
Voluntary Non-Profit Hospitals.....	13,541,719,309	7,933,610,000	0	7,933,610,000
Facilities for the Aged.....	1,996,020,000	966,245,000	0	966,245,000
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>\$ 33,110,005,329</u>	<u>\$ 17,730,701,644</u>	<u>\$ 35,975,000</u>	<u>\$ 17,766,676,644</u>
Grand Totals Bonds and Notes.....	<u>\$ 79,456,143,365</u>	<u>\$ 38,521,747,510</u>	<u>\$35,975,000</u>	<u>\$ 38,557,722,510</u>

Outstanding Indebtedness of the Agency Assumed by the Authority

At June 30, 2009, the Agency had approximately \$361.5million 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 June 30, 2009 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	\$ 3,255,000
Insured Mortgage Programs.....	6,625,079,927	350,549,720
Revenue Bonds, Secured Loan and Other Programs.....	<u>2,414,240,000</u>	<u>7,670,000</u>
Total Non-Public Programs.....	<u>\$ 9,265,549,927</u>	<u>\$ 361,474,720</u>
Total MCFFA Outstanding Debt.....	<u>\$ 13,082,780,652</u>	<u>\$ 361,474,720</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:

ALFONSO L. CARNEY, JR., Esquire, *Chair*, New York.

Alfonso L. Carney, Jr. was appointed as a Member of the Authority by the Governor on May 20, 2009. Mr. Carney is a principal of Rockwood Partners, LLC, which provides medical and legal consulting services in New York City. Consulting for the firm in 2005, he served as Acting Chief Operating Officer and Corporate Secretary for the Goldman Sachs Foundation in New York where, working with the President of the Foundation, he directed overall staff management of the foundation, and provided strategic oversight of the administration, communications and legal affairs teams, and developed selected foundation program initiatives. Prior to this, Mr. Carney held several positions with Altria Corporate Services, Inc., most recently as Vice President and Associate General Counsel for Corporate and Government Affairs. Prior to that, Mr. Carney served as Assistant Secretary of Philip Morris Companies Inc. and Corporate Secretary of Philip Morris Management Corp. For eight years, Mr. Carney was Senior International Counsel first for General Foods Corporation and later for Kraft Foods, Inc. and previously served as Trade Regulation Counsel, Assistant Litigation Counsel and Federal Government Relations Counsel for General Foods, where he began his legal career in 1975 as a Division Attorney. Mr. Carney is a trustee of Trinity College, the University of Virginia Law School Foundation, the Riverdale Country School and the Virginia Museum of Fine Arts in Richmond. In addition, he is a trustee of the Burke Rehabilitation Hospital in White Plains. Mr. Carney holds a Bachelors degree in Philosophy from Trinity College and a Juris Doctor degree from the University of Virginia School of Law. His current term expires on March 31, 2010.

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

John B. Johnson, Jr. was appointed as a Member of the Authority by the Governor on June 20, 2007. 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.

JACQUES JIHA, Ph.D., *Secretary*, Woodbury.

Jacques Jiha was appointed as a Member of the Authority by the Governor on December 15, 2008. Mr. Jiha is an Executive Vice President and the Chief Financial Officer of Earl G. Graves, Ltd., a multi-media company that includes Black Enterprise magazine. He is also a member of the Investment Advisory Committee of the New York Common Retirement Fund. Mr. Jiha has previously served as Deputy Comptroller for Pension Investment and Public Finance in the Office of the New York State Comptroller and as Co-Executive Director of the New York Local Government Assistance Corporation (LGAC). Prior thereto, Mr. Jiha was Nassau County Deputy Comptroller for Audits and Finances. He also worked for the New York City Office of the Comptroller in increasingly responsible positions: first as Chief Economist and later as Deputy Comptroller for Budget. Mr. Jiha has served as Executive Director of the New York State Legislative Tax Study Commission and as Principal Economist for the New York State Assembly Committee on Ways and Means. He holds a Ph.D. and a Master's degree in Economics from the New School University and a Bachelor's degree in Economics from Fordham University. His current term expires on March 31, 2010.

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-1980s. Mr. Ruder is a member of the board of the New York State Foundation for Science, Technology and Academic Research (NYSTAR), and also serves as chair of the board of the Adirondack Council, board member and secretary of the New York Metro Chapter of the World Presidents' Organization, and an advisory board member of 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 expired on March 31, 2009 and by law he continues to serve until a successor shall be chosen and qualified.

ANTHONY B. MARTINO, CPA, Buffalo.

Mr. Martino was appointed as a Member of the Authority by the Governor on December 15, 2008. 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. 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 expires on August 31, 2010.

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.

GERARD ROMSKI, Esq., Mount Kisco.

Mr. Ronski was appointed as a Member of the Authority by the Temporary President of the State Senate on June 8, 2009. He is Counsel and Project Executive for “Arverne By The Sea,” where he is responsible for advancing and overseeing all facets of “Arverne by the Sea,” one of New York City’s largest mixed-use developments located in Queens, NY. Mr. Ronski is also of counsel to the New York City law firm of Bauman, Katz and Grill LLP. He formerly was a partner in the law firm of Ross & Cohen, LLP (now merged with Duane Morris, LLP) for twelve years, handling all aspects of real estate and construction law for various clients. He previously served as Assistant Division Chief for the New York City Law Department’s Real Estate Litigation Division where he managed all aspects of litigation arising from real property owned by The City of New York. Mr. Ronski is a member of the Urban Land Institute, Council of Development Finance Agencies, the New York State Bar Association, American Bar Association and New York City Bar Association. He previously served as a member of the New York City Congestion Mitigation Commission and the Board of Directors for the Bronx Red Cross. Mr. Ronski holds a Bachelor of Arts degree from the New York Institute of Technology and a Juris Doctor degree from Brooklyn Law School.

ROMAN B. HEDGES, Ph.D., Delmar.

Dr. Hedges was appointed as a Member of the Authority by the Speaker of the State Assembly on February 24, 2003. Dr. Hedges serves on the Legislative Advisory Task Force on Demographic Research and Reapportionment. He is the former Deputy Secretary of the New York State Assembly Committee on Ways and Means. Dr. Hedges previously served as the Director of Fiscal Studies of the Assembly Committee on Ways and Means. He 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.

CAROLE F. HUXLEY, *Interim Commissioner of Education of the State of New York*, Albany; *ex-officio*.

Carole Huxley was appointed Interim Education Commissioner on July 1, 2009. Ms. Huxley retired in November 2006 after serving for 24 years as Deputy Commissioner for Cultural Education in the New York State Education Department where she was responsible for the New York State Archives, State Library, State Museum and aid to libraries, records repositories and public broadcasting statewide. She came to New York from the National Endowment for Humanities in Washington, DC where she was Director of the Division of Special Programs. Prior to this, Ms. Huxley was with the American Field Service (AFS International) in New York City. She began her career in education teaching high school

English in Woodbury, Connecticut. Ms. Huxley holds a Masters of Arts in Teaching from Harvard University and a Bachelor of Arts degree from Mount Holyoke College.

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.

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

Mr. Megna was appointed Budget Director on June 15, 2009. He 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. Mr. Megna previously served as Commissioner of the New York State Department of Taxation and Finance, responsible for overseeing the collection and accounting of more than \$90 billion in State and local taxes, the administration of State and local taxes, including New York City and the City of Yonkers income taxes and the processing of tax returns, registrations and associated documents. Prior to this he served as head of the Economic and Revenue Unit of the New York State Division of the Budget where he was responsible for State Budget revenue projections and the development and monitoring of the State Financial Plan. Mr. Megna was Assistant Commissioner for Tax Policy for the Commonwealth of Virginia. He also served as Director of Tax Studies for the New York State Department of Taxation and Finance and as Deputy Director of Fiscal Studies for the Ways and Means Committee of the New York State Assembly. Mr. Megna was also an economist for AT&T. He holds Masters degrees in Public Policy from Fordham University and Economics from the London School of Economics.

The principal staff of the Authority is as follows:

PAUL T. WILLIAMS, JR. is the Executive Director and chief administrative and operating officer of the Authority. Mr. Williams is responsible for the overall management of the Authority's administration and operations. He most recently served as Senior Counsel in the law firm of Nixon Peabody LLP. Prior to working at Nixon Peabody, Mr. Williams helped to establish a boutique Wall Street investment banking company. Prior thereto, Mr. Williams was a partner in, and then of counsel to, the law firm of Bryan Cave LLP. He was a founding partner in the law firm of Wood, Williams, Rafalsky & Harris, which included a practice in public finance and served there from 1984-1998. Mr. Williams began his career as an associate at the law firm of Walker & Bailey in 1977 and thereafter served as a counsel to the New York State Assembly. Mr. Williams is licensed to practice law in the State of New York and holds professional licenses in the securities industry. He holds a Bachelor's degree from Yale University and a Juris Doctor degree from Columbia University School of Law.

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.

CARRA WALLACE is the Managing Director of the Office of Executive Initiatives (OEI). In that capacity, she oversees the Authority's Communications and Marketing, Opportunity Programs, Environmental Initiatives, Client Outreach, Training, Executive Projects, and Legislative Affairs units. Ms. Wallace is responsible for strategic efforts in developing programs, maximizing the utilization of Minority and Women Owned Businesses, and communicating with Authority clients, the public and governmental officials. She possesses more than twenty years of senior leadership experience in diverse

private sector businesses and civic organizations. Ms. Wallace most recently served as Executive Vice President at Telwares, a major telecommunications service firm. Prior to her service at Telwares, Ms. Wallace served as Executive Vice President of External Affairs at the NYC Leadership Academy. She holds a Bachelor of Science degree in management from the Pepperdine University Graziadio School of Business and 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 obtained the approval of the PACB for the issuance of the Series 2006 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, 2009. Copies of the most recent audited financial statements are available upon request at the offices of the Authority.

PART 7 - THE PROJECT

The Project consists of: (A) at the Brooklyn Campus, (i) construction and equipping an approximately 112,000 square foot multi-purpose Wellness, Recreation and Athletic Center, to be used for office facilities, athletic and recreational facilities, a gymnasium, a natatorium and a fitness center; (ii) renovations to the approximately 27,000 square foot Kumble Theatre, consisting of an extensive

rehabilitation project to convert existing campus building space into a 300 seat theatre; (iii) completion and construction of an approximately 15,000 square foot entrance canopy and lobby for the Wellness, Recreation and Athletic Center, (iv) renovations to the approximately 8000 square foot of existing building for the Media Arts and Writing Program classroom and office improvements, (v) upgrade of life safety systems including fire alarms and sprinkler systems, (vi) renovation, refurbishment and related upgrades to the approximately 50,000 square foot Conolly residence hall, (vii) repair and refurbishment of existing outdoor plaza located in the center of campus, (viii) renovation and upgrading of an approximately 17,000 square foot library learning center, including lighting, ventilation, storage and interior improvements, (ix) renovation and upgrading of an approximately 15,000 square foot building housing the School of Business, (x) repairs and renovation of an approximately 90,000 square foot Goldner parking garage, and (xi) exterior and interior repairs to various existing campus buildings; (B) on the C.W. Post Campus, (i) renovations and improvements to convert Post Hall, an approximately 72,000 square foot academic facility, to a 230 bed residence hall to accommodate existing on-campus needs; (ii) construction of a new atrium, entrance way and general refurbishments to the 2200 seat Tilles Center for Performing Arts, (iii) rehabilitation and conversion of an approximately 30,000 square foot campus building to an academic classroom building, (iv) existing residence hall upgrades including sprinkler systems, alarm upgrades and bathroom renovation, (v) existing classroom upgrades including fire alarms and general renovation, (vi) campus-wide improvements and upgrades including but not limited to roads, parking lots, elevators, roof replacements, energy management systems and emergency power systems, (vii) chiller plant replacement and upgrade, (viii) repair and upgrade of existing approximately 60,000 square foot athletic facility including the running track and spectator stands, and (ix) major renovation of third floor of library building creating additional classrooms and offices, and (C) the refunding of the Refunded Bonds, provided, however, the components of the Project identified as items (A) (i) - (iv), (vii) and (viii), (B) (i) - (iii), and (C) above have been fully completed or performed as of August 26, 2009.

PART 8 - LEGALITY OF THE REOFFERED BONDS FOR INVESTMENT AND DEPOSIT

Under New York State law, the Reoffered 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 Reoffered Bonds may be deposited with the State Comptroller to secure deposits of State moneys in banks, trust companies and industrial banks.

PART 9 - NEGOTIABLE INSTRUMENTS

The Reoffered Bonds shall be negotiable instruments as provided in the Act, subject to the provisions for registration and transfer contained in the Resolution and in the Reoffered Bonds.

PART 10 - TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP (“Bond Counsel”), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Reoffered Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the “Code”). In the further opinion of Bond Counsel, interest on the Reoffered Bonds is not a specific preference item for purposes of the federal individual and corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel is also of the opinion that interest on the Reoffered Bonds is exempt from personal income taxes imposed by the State

of New York or any political subdivision thereof (including The City of New York). A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix E hereto.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Reoffered Bonds. The Authority and the University have made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Reoffered Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Reoffered Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Reoffered Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. The opinion of Bond Counsel also assumes that actions of the University, the Authority and other persons taken subsequent to the date of issuance of the Reoffered Bonds will not cause any of the Reoffered Bonds to exceed the \$150,000,000 limitation on qualified 501(c)(3) bonds that do not finance hospital facilities, as set forth in Section 145(b) of the Code. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Reoffered Bonds may adversely affect the value of, or the tax status of interest on, the Reoffered Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

In addition, Bond Counsel has relied, among other things, on the opinion of Moritt Hock Hamroff & Horowitz, LLP, Counsel to the University, regarding the current qualification of the University as an organization described in Section 501(c)(3) of the Code and the intended operation of the facilities to be financed by the Reoffered Bonds as substantially related to the University's charitable purpose under Section 513(a) of the Code. Such opinion is subject to a number of qualifications and limitations. Furthermore, Counsel to the University cannot give and has not given any opinion or assurance about the future activities of the University, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or changes in enforcement thereof by the Internal Revenue Service. Failure of the University to be organized and operated in accordance with the Internal Revenue Service's requirements for the maintenance of its status as an organization described in Section 501(c)(3) of the Code, or to operate the facilities financed by the Reoffered Bonds in a manner that is substantially related to the University's charitable purpose under Section 513(a) of the Code, may result in interest payable with respect to the Reoffered Bonds being included in federal gross income, possibly from the date of the original issuance of the Reoffered Bonds.

Although Bond Counsel is of the opinion that interest on the Reoffered Bonds is excluded from gross income for federal income tax purposes and is exempt from personal income taxes imposed by the State of New York or any political subdivision thereof (including The City of New York), the ownership or disposition of, or the accrual or receipt of interest on, the Reoffered Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Reoffered Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such future legislative proposals, clarification of the Code or court decisions may also affect the market price for, or marketability of, the Reoffered Bonds. Prospective purchasers of the Reoffered Bonds

should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Reoffered Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority or the University, or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority and the University have covenanted, however, to comply with the requirements of the Code.

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

PART 11 - STATE NOT LIABLE ON THE REOFFERED BONDS

The Act provides that notes and bonds of the Authority shall not be a debt of the State nor shall the State be liable thereon, nor shall such notes or bonds be payable out of any funds other than those of the Authority pledged thereto. The Resolution specifically provides that the Reoffered Bonds shall not be a debt of the State nor shall the State be liable thereon.

PART 12 - 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 13 - LEGAL MATTERS

All legal matters incident to the authorization, issuance, sale and delivery of the Reoffered Bonds were subject to the approval of Orrick, Herrington & Sutcliffe LLP, New York, New York, Bond Counsel to the Authority. A copy of the opinion delivered by Bond Counsel upon the issuance of the Bonds is set forth in Appendix E hereto.

In connection with the Reoffering, Orrick, Herrington & Sutcliffe LLP will deliver its opinion substantially in the form set forth in Appendix F hereto.

Certain legal matters will be passed upon for the University by its Special Counsel, Moritt Hock Hamroff & Horowitz LLP, Garden City, New York, for the Bank by its counsel, Windels Marx Lane & Mittendorf, LLP and for the Confirming Bank by its counsel, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. and Shui Lun Seto, Vice President and Senior Attorney, in-house counsel to the Confirming Bank. Certain legal matters will be passed upon for the Remarketing Agent by its Counsel, Winston & Strawn LLP, New York, New York.

There is not now pending any litigation restraining or enjoining the conversion or reoffering of the Reoffered Bonds or questioning or affecting the validity of the Reoffered Bonds or the proceedings and authority under which they were issued or are to be converted or reoffered.

PART 14 - CONTINUING DISCLOSURE

So long as the Reoffered Bonds bear interest at the Monthly Rate or the Weekly Rate, the Reoffered Bonds are exempt from Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission, and the Authority, the University, the Remarketing Agent, Bank and the Confirming Bank will not be required to provide any continuing disclosure in accordance with the Rule. In connection with the issuance of other series of bonds bearing interest at fixed interest rates, the University has agreed, for the benefit of the holders from time to time of such bonds, to provide or cause to be provided such financial information and operating data and audited financial statements and notices, in such manner as may be required for purposes of paragraph (b)(5)(i) of the Rule.

PART 15 - RATINGS

Moody’s Investors Service, Inc. (“Moody’s”) and Standard & Poor’s Rating Services (“S&P”) are expected to assign long-term credit ratings of “Aaa” and “AAA”, respectively, to the Bonds. Moody’s and S&P are expected to assign short-term credit ratings of “VMIG 1” and “A-1+”, respectively, to the Bonds. The ratings will be based on the Confirmation to be issued by the Confirming Bank. An explanation of the significance of such ratings should be obtained from the rating agency furnishing the same. There is no assurance that such ratings will prevail for any given period of time or that they will not be changed or withdrawn by such rating agencies if, in its judgment of any or all of them, circumstances so warrant. Any downward revision or withdrawal of such ratings may have an adverse effect on the market prices of the Reoffered Bonds.

PART 16 - REMARKETING

On the Replacement Date, the Reoffered Bonds will be purchased by Piper Jaffray & Co., as Remarketing Agent pursuant to, and in accordance with, the Remarketing Agreement. Piper Jaffray & Co., has agreed to purchase all of the Bonds at an aggregate purchase price of par and to make a public offering of the Reoffered Bonds.

The Reoffered Bonds may be offered and sold to certain dealers (including the Remarketing Agent) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Remarketing Agent. The Remarketing Agent will be obligated to purchase all of the Reoffered Bonds on the Replacement Date.

PART 17 - MISCELLANEOUS

References in this Reoffering Circular to the Act, the Resolutions, the 2006 Resolutions, the Loan Agreement, the Mortgages and the Intercreditor Agreement do not purport to be complete. Refer to the Act, the Resolutions, the Series 2006 Resolutions, the Loan Agreement, the Mortgages and the Intercreditor Agreement for full and complete details of their provisions. Copies of the Resolutions, the Series 2006 Resolutions, the Loan Agreement, the Mortgages and the Intercreditor Agreement are on file with the Authority and the Trustee.

The agreements of the Authority with Owners of the Reoffered Bonds are fully set forth in the Resolutions. Neither any advertisement of the Reoffered Bonds nor this Reoffering Circular is to be construed as a contract with purchasers of the Reoffered Bonds.

Any statements in this Reoffering Circular 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 Letter of Credit under “PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE BONDS – The Letter of Credit and the Confirmation” and “Appendix D – Summary of Certain Provisions of the Reimbursement Agreement” and “PART 4 – THE BANK AND THE CONFIRMING BANK” has been furnished by the Bank. 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 the Confirmation under “PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE BONDS – The Letter of Credit and the Confirmation” and “Appendix D – Summary of Certain Provisions of the Reimbursement Agreement” and “PART 4 – THE BANK AND THE CONFIRMING BANK” has been furnished by the Confirming Bank. 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.

“Appendix A – Definitions”, “Appendix B – Summary of Certain Provisions of the Loan Agreement,” “Appendix C – Summary of Certain Provisions of the Resolution” and “Appendix E – Approving Opinion of Bond Counsel,” have been prepared by Orrick, Herrington & Sutcliffe LLP, New York, New York, Bond Counsel.

The University has reviewed the parts of this Reoffering Circular describing the University, the Project, the Principal and Interest Requirements, the Prior Bonds and the Reoffered Bonds. It is a condition to the delivery of the Reoffered Bonds that the University certify to the Remarketing Agent and the Authority that, as of the date of this Reoffering Circular and the date of delivery of the Reoffered Bonds, such parts do not contain any untrue statement of a material fact and do not omit any material fact necessary to make the statements made therein, in the light of the circumstances under which the statements are made, not misleading.

The University has agreed to indemnify the Authority 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 Reoffering Circular by an Authorized Officer have been duly authorized by the Authority.

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

By: /s/ Paul T. Williams, Jr.
Authorized Officer

APPENDIX A
CERTAIN DEFINITIONS

APPENDIX B

SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE REIMBURSEMENT AGREEMENT

SUMMARY 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 Reoffering Circular have the respective meanings ascribed to such terms in the Reimbursement Agreement.

The occurrence of any of the following events shall be an Event of Default as said term is used herein:

(i) failure by the University to reimburse or pay any Letter of Credit Bank for any Drawing under the Letters of Credit on the date when due, or to pay any other amount payable pursuant to the Reimbursement Agreement, any Collateral Document, any other agreement, undertaking or instrument benefiting the Letter of Credit Banks or under any Bond Document on the date when due; or

(ii) failure by the University to observe or perform any of the covenants set forth on Schedule III attached to the Reimbursement Agreement or the covenants set forth in Section 6.1(c), (d), (i), (m), (r), (s) or (u) of the Reimbursement Agreement; or

(iii) failure by the University to observe or perform any other term, condition, covenant or agreement set forth in the Reimbursement Agreement or the other Collateral Documents or Bond Documents to be observed or performed by the University (and not constituting an Event of Default under any of the preceding or following provisions of Section VII of the Reimbursement Agreement) and such failure continues for a period of thirty (30) or more days after (i) written notice thereof to the University from the Letter of Credit Banks or (ii) the Letter of Credit Banks are notified of such failure, or should have been notified of such failure by the Prior Bond Trustee or the Trustee, as the case may be, the University, pursuant to the terms of the Reimbursement Agreement, the Bond Documents or any Collateral Document; or

(iv) any representation, warranty or statement made or deemed made by or on behalf of the University in the Reimbursement Agreement or the other Collateral Documents or Bond Documents or which is contained in any certificate, document or financial or other statement furnished at any time under or in connection with the Reimbursement Agreement, any Collateral Document or Bond Documents shall prove to have been materially misleading or incorrect in any material respect when made or deemed made; or

(v) any provision of the Reimbursement Agreement shall for any reason cease to be valid and binding on the University or in full force and effect or the University or any other Person shall so assert in writing; or

(vi) the University shall (i) apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator or other similar official of itself or of all or a substantial part of its Property, (ii) admit in writing its inability, or be generally unable, to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) commence a voluntary case, proceeding or other action under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief of debtors, seek to have an order of relief entered with respect to it or seek to adjudicate it a bankrupt or insolvent, or seek reorganization, arrangement, adjustment, winding-up, liquidation, dissolution, composition or other relief with respect to its debts, or (v) take any corporate action for the purpose of effecting any of the foregoing; or

(vii) a case, proceeding or other action shall be commenced without the application or consent of the University, in any court of competent jurisdiction, seeking the liquidation or readjustment of debts, the appointment of a trustee, receiver, custodian, liquidator or the like of the University, or of all or any substantial part of its assets, or any similar action with respect to the University, under any existing or future law of any jurisdiction, domestic or foreign relating to bankruptcy, insolvency, reorganization or relief of debtors and such case, proceeding or other action shall continue undismissed, or unstayed and in effect, for a period of sixty (60) days, or an order for relief against the University, shall be entered in any such involuntary case, proceeding or other action or the University, shall take any action in furtherance of, or indicating its consent to, approval of or acquiescence in any of the actions described above; or

(viii) unless waived by the Letter of Credit Banks, in writing, (i) any Event of Default, however defined, shall have occurred and be continuing under any Collateral Document or with respect to any obligation of the University under any Bond Document, or (ii) the University fails to comply with any covenant or financial obligation set forth in the Collateral Documents or the Bond Documents, or (iii) any representation or warranty made or deemed made by the University in the Collateral Documents or the Bond Documents or which is contained in any exhibit, schedule or any other document or other statement furnished at any time under or in connection with the Collateral Documents, the Bond Documents or any of the other documents, instruments or certificates furnished by the University in connection therewith shall prove to have been incorrect in any material respect on or as of the date made or deemed made; or

(ix) a final judgment for an amount not otherwise covered by insurance, in excess of \$100,000.00 (which the Letter of Credit Banks determine to not be covered by insurance or as to which the insurer has given notice of a denial of coverage) is rendered against the University and, within ten (10) days after entry thereof, such judgment has not been discharged or execution thereof stayed pending appeal or if, within ten (10) days after the expiration of any such stay, such judgment has not been discharged; or

(x) at any time any Liabilities, other than the Liabilities created under the Reimbursement Agreement are not paid when due (whether at original maturity or as a result of acceleration by reason of the happening of an event of default, howsoever described, unless such event of default has been unconditionally waived for no consideration) and any originally stated applicable period of grace in respect thereof shall have expired, except in the event that the event of default has been objected to by the University before a court with jurisdiction to hear or determine the validity of such dispute, and University shall present a bond in an amount reasonably satisfactory to the Letter of Credit Banks to cover any such liabilities; or

(xi) any of the following events occurs or exists with respect to either the University or any ERISA Affiliate: (i) any Prohibited Transaction involving any Plan; (ii) any Reportable Event with respect to any Plan; (iii) the filing under Section 4041 of ERISA of a notice of intent to terminate any Plan or the termination of any Plan; (iv) any event or circumstance that might constitute grounds entitling the PBGC to institute proceedings under Section 4042 of ERISA for the termination of, or for the appointment of a trustee to administer, any Plan, or the institution by the PBGC of any such proceedings; (v) complete or partial withdrawal under Section 4201 or 4202 of ERISA from a Multi-employer Plan or the reorganization, insolvency, or termination of any Multi-employer Plan; and in each case above, such event or condition, together with all other events or conditions, if any, could in the opinion of the Letter of Credit Banks subject the University to any tax, penalty, or other liability to a Plan, a Multi-employer Plan, the PBGC or otherwise (or any combination thereof) which in the aggregate would have a Material Adverse Effect; or

(xii) the University ceases or threatens to cease to carry on the business it carries on at the date of the Reimbursement Agreement or any substantial part thereof; or

(xiii) any event occurs which results in a Material Adverse Effect; or

(xiv) any Liens created by any of the Collateral Documents or Bond Documents, as the case may be, shall for any reason cease to be valid, perfected, security interests or mortgage lien of the required priority in favor of the Letter of Credit Banks, the Authority, the Prior Bond Trustee or the Trustee, as the case may be (except with respect to Financing Statements that have lapsed because the Letter of Credit Banks, the Authority, the Prior Bond Trustee or the Trustee, as the case may be, have failed to file a continuation statement on time; or

(xv) An “Event of Default” occurs under the Bank Series Certificate or a default or event of default otherwise occurs under any other Bond Document (subject to any applicable notice and cure provisions contained in the Bond Documents); or

(xvi) An Environmental Event shall have occurred that in the reasonable opinion of the Letter of Credit Banks has or is likely to have a Material Adverse Effect;

then, upon the occurrence of (A) any event specified in subsection (vi) or (vii) above: (i) automatically all amounts due under the Reimbursement Agreement in respect of Drawings made or available to be made under the Letters of Credit or otherwise shall immediately become due and payable, without the giving of notice of any kind, and (ii) either Letter of Credit Bank (or a Disproportionately Exposed Bank pursuant to Section 8.23 of the Reimbursement Agreement) may proceed to enforce all other remedies available to it under applicable law, and (B) any Event of Default (other than any event specified in subsection (vi) or (vii) above), either Letter of Credit Bank (or a Disproportionately Exposed Bank pursuant to Section 8.23 of the Reimbursement Agreement), at its election, may: (i) declare all amounts due under the Reimbursement Agreement in respect of Drawings made under the respective Letter of Credit or otherwise to be immediately due and payable, whereupon the same shall immediately become due and payable, (ii) request in writing that the Trustee in accordance with the Bank Series Certificate call a mandatory tender of the applicable Bonds, (iii) require the University to deposit cash and/or securities with such Letter of Credit Bank in an amount satisfactory to such Letter of Credit Bank, and/or (iv) proceed to enforce all other remedies available to it under the Collateral Documents, Bond Documents and under applicable law. Except as expressly provided above in Section VII of the Reimbursement Agreement, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the University. In the event that any amount is deposited with either Letter of Credit Bank pursuant to the clause (B)(iii) above, the yield on such amount shall not exceed the yield on the investment of the Bonds, computed in accordance with Treasury Regulation 1.148, unless the University and such Letter of Credit Bank receives an opinion of nationally recognized bond counsel selected by the University and satisfactory to such Letter of Credit Bank that the investment of such amount at a higher yield will not affect adversely the exclusion of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes.

APPENDIX E

OPINION OF BOND COUNSEL

November 9, 2006

Dormitory Authority of the
State of New York
515 Broadway
Albany, New York 12207

Re: Dormitory Authority of the State of New York Long Island University
Insured Revenue Bonds, Series 2006A

Ladies and Gentlemen:

We have acted as bond counsel in connection with the issuance by the Dormitory Authority of the State of New York (the "Authority") of \$72,600,000 aggregate principal amount of Long Island University Insured Revenue Bonds, Series 2006A (the "Bonds"), issued pursuant to the provisions of the Dormitory Authority Act, as amended, constituting Chapter 524 of the Laws of 1944 of New York, as amended (constituting Title 4 of Article 8 of the New York Public Authorities Law), and the Authority's Long Island University Insured Revenue Bond Resolution, adopted on July 26, 2006 (the "Resolution"), as amended and supplemented by the Series 2006A Resolution Authorizing up to \$74,000,000 Long Island University Insured Revenue Bonds, Series 2006A (the "Series 2006A Resolution") adopted on July 26, 2006. The Resolution, together with the Series 2006A Resolution are herein collectively referred to as the "Resolutions." Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolutions.

The Authority has entered into a Loan Agreement with Long Island University (the "University"), dated as of July 26, 2006 (the "Loan Agreement"), providing, among other things, for a loan to the University for the purposes permitted thereby and by the Resolutions. Pursuant to the Loan Agreement, the University is required to make payments sufficient to pay the principal, sinking fund installments and redemption price of and interest on the Bonds as the same become due, which payments have been pledged by the Authority to the Trustee for the benefit of the owners of the Bonds.

The Bonds are to mature on the dates and in the years and amounts and interest on the Bonds is payable at the rates and in the amounts set forth in the Bond Series Certificate executed and delivered pursuant to the Resolutions concurrently with the issuance of the Bonds.

The Bonds are to be issued initially in fully registered form in the denomination of \$100,000 and any integral multiple of \$5,000 in excess thereof. The Bonds are payable, subject to redemption prior to maturity, exchangeable, transferable and secured upon such terms and conditions as are contained in the Resolutions and the Bond Series Certificate.

In such connection, we have reviewed the Resolutions, the Loan Agreement, the Tax Certificate and Agreement dated as of the date hereof (the "Tax Certificate and Agreement") between the Authority and the University, opinions of counsel to the Authority and the University, certificates of the Authority, the Trustee, the University and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

We have relied on the opinion of counsel to the University, Moritt Hock Hamroff & Horowitz, LLP, regarding, among other matters, the current qualification of the University as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”) and the use of the facilities financed with the proceeds of the Bonds in activities that are not considered unrelated trade or business activities of the University within the meaning of Section 513 of the Code. We note that such opinion is subject to a number of qualifications and limitations. Failure of the University to be organized and operated in accordance with the Internal Revenue Service’s requirements for the maintenance of its status as an organization described in Section 501(c)(3) of the Code, or use of the bond-financed facilities in activities that are considered unrelated trade or business activities of the University within the meaning of Section 513 of the Code, may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of issuance of the Bonds.

The interest rate mode and certain agreements, requirements and procedures contained or referred to in the Resolutions, the Loan Agreement, the Tax Certificate and Agreement and other relevant documents may be changed and certain actions (including, without limitation, defeasance of Bonds) may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents. No opinion with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes is expressed herein as to any Bond or the interest thereon if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. We disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents and certificates, and of the legal conclusions contained in the opinions, referred to above. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolutions, the Loan Agreement and the Tax Certificate and Agreement, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. In addition, we have assumed that actions of the University and other persons will not cause any of the Bonds to exceed the \$150 million limitation on qualified 501(c)(3) bonds that do not finance hospital facilities set forth in Section 145(b) of the Code. We call attention to the fact that the rights and obligations under the Bonds, the Resolutions, the Loan Agreement and the Tax Certificate and Agreement and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum or waiver provisions contained in the foregoing documents. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Official Statement or other offering material relating to the Bonds and express no opinion with respect thereto.

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

1. The Authority has been duly created and is validly existing as a body corporate and politic constituting a public benefit corporation of the State of New York.

2. The Bonds have been duly and validly authorized to be issued and constitute the valid and binding special obligations of the Authority enforceable in accordance with their terms and the terms of the Resolutions, will be payable solely from the sources provided therefor in the Resolutions, and will be entitled to the benefit of the Resolutions and the Act.

3. The Resolutions are in full force and effect, have been duly adopted by, and constitute the valid and binding obligations of, the Authority. The Resolutions create a valid pledge, to secure the payment of the principal of and interest on the Bonds, of the Revenues and any other amounts (including proceeds of the sale of the Bonds) held by the Trustee in any fund or account established pursuant to the Resolutions, except the Arbitrage Rebate Fund and the Purchase and Remarketing Fund, subject to the provisions of the Resolutions permitting the application thereof for the purposes and on the terms and conditions set forth in the Resolutions.

4. The Loan Agreement has been duly executed and delivered by the Authority and, assuming due execution and delivery thereof by the University, constitutes a valid and binding agreement of the Authority in accordance with its terms.

5. The Bonds are not a lien or charge upon the funds or property of the Authority except to the extent of the aforementioned pledge. Neither the faith and credit nor the taxing power of the State of New York or of any political subdivision thereof is pledged to the payment of the principal of or interest on the Bonds. The Bonds are not a debt of the State of New York, and said State is not liable for the payment thereof.

6. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that it is included in adjusted current earnings in calculating corporate alternative minimum taxable income. Interest on the Bonds is exempt from personal income taxes imposed by the State of New York and any political subdivision thereof (including The City of New York). We express no opinion regarding other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

Faithfully yours,

/s/ ORRICK, HERRINGTON & SUTCLIFFE LLP

APPENDIX F

PROPOSED FORM OF OPINION OF BOND COUNSEL

September 1, 2009

Dormitory Authority of the
State of New York
515 Broadway
Albany, New York 12207

Re: Dormitory Authority of the State of New York
Long Island University Revenue Bonds, Sub-Series 2006A-2

Ladies and Gentlemen:

We have acted as bond counsel to the Dormitory Authority of the State of New York (the "Authority") in connection with the Authority's Long Island University Revenue Bonds, Sub-Series 2006A-2 (the "Bonds"), issued pursuant to the provisions of the Dormitory Authority Act, as amended, constituting Chapter 524 of the Laws of 1944 of New York, as amended (constituting Title 4 of Article 8 of the New York Public Authorities Law), and the Authority's Long Island University Revenue Bond Resolution, adopted on July 26, 2006, as amended and restated as of June 25, 2008 and as further amended as of May 27, 2009 (the "Resolution"), as amended and supplemented by the Series 2006A Resolution Authorizing up to \$74,000,000 Long Island University Revenue Bonds, Series 2006A adopted on July 26, 2006, as amended and restated as of June 25, 2008 and as further amended as of May 27, 2009 (the "Series 2006A Resolution"). The Resolution, together with the Series 2006A Resolution are herein collectively referred to as the "Resolutions." Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Resolutions.

The Authority has entered into a Loan Agreement with Long Island University (the "University"), dated as of July 26, 2006, as amended and restated as of June 25, 2008 (the "Loan Agreement"), providing, among other things, for a loan to the University for the purposes permitted thereby and by the Resolutions. Pursuant to the Loan Agreement, the University is required to make payments sufficient to pay the principal, sinking fund installments and redemption price of and interest on the Bonds as the same become due, which payments have been pledged by the Authority to the Trustee for the benefit of the owners of the Bonds.

The Bonds are to mature on the dates and in the years and amounts and interest on the Bonds is payable at the rates and in the amounts set forth in the Bond Series Certificate, executed and delivered as of November 8, 2006, as amended and restated as of August 6, 2008 and as further amended and restated, as to the Bonds, as of September 1, 2009 (the "Bond Series Certificate"), all pursuant to the Resolutions. The Bonds are payable, subject to redemption prior to maturity, exchangeable, transferable and secured upon such terms and conditions as are contained in the Resolutions and the Bond Series Certificate.

Pursuant to the Bond Series Certificate, the Credit Facility and the Liquidity Facility are being replaced with an irrevocable direct-pay letter of credit issued by RBS Citizens, N.A. and an irrevocable standby letter of credit confirmation issued by Federal Home Loan Bank of Boston (the "Substitution"). Also pursuant to the Bond Series Certificate, the interest rate mode on the Bonds is being converted from a Weekly Rate Mode to a Monthly Rate Mode (the "Conversion").

In connection with the Substitution and the Conversion, we have reviewed the Resolutions, the Loan Agreement, the Tax Certificate and Agreement dated as of the date hereof (the "Tax Certificate and Agreement") between the Authority and the University, opinions of counsel to the Authority and the

University, certificates of the Authority, the Trustee, the University and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

We have relied on the opinion of counsel to the University, Moritt Hock Hamroff & Horowitz, LLP, regarding, among other matters, the current qualification of the University as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”) and the use of the facilities financed with the proceeds of the Bonds in activities that are not considered unrelated trade or business activities of the University within the meaning of Section 513 of the Code. We note that such opinion is subject to a number of qualifications and limitations. Failure of the University to be organized and operated in accordance with the Internal Revenue Service’s requirements for the maintenance of its status as an organization described in Section 501(c)(3) of the Code, or use of the bond-financed facilities in activities that are considered unrelated trade or business activities of the University within the meaning of Section 513 of the Code, may result in interest on the Bonds being included in gross income for federal income tax purposes, possibly from the date of issuance of the Bonds.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions are taken or omitted or events do occur or any other matters come to our attention after the date hereof. Accordingly, this opinion speaks only as of its date and is not intended to, and may not, be relied upon in connection with any such actions, events or matters. We disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by, and validity against, any parties other than the Authority. We have assumed, without undertaking to verify, the accuracy of the factual matters represented, warranted or certified in the documents and certificates, and of the legal conclusions contained in the opinions, referred to above. Furthermore, we have assumed compliance with all covenants and agreements contained in the Resolutions, the Loan Agreement and the Tax Certificate and Agreement, including (without limitation) covenants and agreements compliance with which is necessary to assure that future actions, omissions or events will not cause interest on the Bonds to be included in gross income for federal income tax purposes. In addition, we have assumed that actions of the University and other persons will not cause any of the Bonds to exceed the \$150 million limitation on qualified 501(c)(3) bonds that do not finance hospital facilities set forth in Section 145(b) of the Code. We call attention to the fact that the rights and obligations under the Bonds, the Resolutions, the Loan Agreement and the Tax Certificate and Agreement and their enforceability may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases. We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the foregoing documents. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the Reoffering Circular or other offering material relating to the Bonds and express no opinion with respect thereto.

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

1. Both the Substitution and the Conversion are authorized by the Resolutions.
2. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although we observe that it is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Interest on the Bonds is exempt from personal income taxes imposed by the State of New York and any political

subdivision thereof (including The City of New York). We express no opinion regarding other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds.

Faithfully yours,

ORRICK, HERRINGTON & SUTCLIFFE LLP