

NEW ISSUE



**\$42,580,000**  
**DORMITORY AUTHORITY OF THE STATE OF NEW YORK**  
**ST. JOHN'S UNIVERSITY REVENUE BONDS**  
**SERIES 2017A**

Dated: Date of Delivery

Due: July 1, as shown on the inside cover

**Payment and Security:** The St. John's University Revenue Bonds, Series 2017A (the "Series 2017A Bonds") are special obligations of the Dormitory Authority of the State of New York ("DASNY") payable solely from and secured by a pledge of (i) certain payments to be made under the Loan Agreement (the "Loan Agreement"), dated as of December 13, 2017, between St. John's University, New York (the "University") and DASNY, and (ii) all funds and accounts, except the Arbitrage Rebate Fund, established in connection with the Series 2017A Bonds. The Series 2017A Bonds are to be issued under DASNY's St. John's University Revenue Bond Resolution, adopted June 20, 2012 (the "Resolution"), the Series Resolution authorizing the Series 2017A Bonds, adopted December 13, 2017 (the "Series 2017A Resolution") and the Bond Series Certificate, dated as of December 21, 2017, relating to the Series 2017A Bonds (the "Series 2017A Bond Series Certificate"). The Resolution, the Series 2017A Resolution and the Series 2017A Bond Series Certificate are collectively referred to herein as the "Resolutions."

The Loan Agreement is a general obligation of the University and requires the University to pay, in addition to the fees and expenses of DASNY and The Bank of New York Mellon, as trustee (the "Trustee"), amounts sufficient to pay, when due, the principal and Redemption Price of and interest on the Series 2017A Bonds.

**The Series 2017A Bonds will not be a debt of the State of New York (the "State") and the State will not be liable on the Series 2017A Bonds. DASNY has no taxing power.**

**Description:** The Series 2017A Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof. The Series 2017A Bonds will bear interest at the rates and pay interest and mature at the times shown on the inside cover hereof.

Interest (due July 1, 2018 and each January 1 and July 1 thereafter) will be payable by check or draft mailed to the registered owners of the Series 2017A Bonds at their addresses as shown on the registration books held by the Trustee or, at the option of a holder of at least \$1,000,000 in principal amount of Series 2017A Bonds, by wire transfer to the holder of such Series 2017A Bonds, each as of the close of business on the fifteenth day of the month next preceding an interest payment date. The principal or Redemption Price of the Series 2017A Bonds will be payable at the principal corporate trust office of the Trustee and Paying Agent or, with respect to Redemption Price, at the option of a holder of at least \$1,000,000 in principal amount of Series 2017A Bonds, by wire transfer to the holder of such Series 2017A Bonds as more fully described herein.

The Series 2017A Bonds will be issued initially under a Book-Entry Only System, registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC"). Individual purchases of beneficial interests in the Series 2017A Bonds will be made in Book-Entry form (without certificates). So long as DTC or its nominee is the registered owner of the 2017A Bonds, payments of the principal, Redemption Price and Purchase Price of and interest on such Series 2017A Bonds will be made directly to DTC or its nominee. Disbursement of such payments to DTC participants is the responsibility of DTC and disbursement of such payments to the beneficial owners is the responsibility of DTC participants. See "PART 3 – THE SERIES 2017A BONDS – Book-Entry Only System" herein.

**Redemption or Purchase:** *The Series 2017A Bonds are subject to redemption or purchase in lieu of optional redemption prior to maturity as more fully described herein.*

**Tax Matters:** In the opinion of Nixon Peabody LLP, Co-Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by DASNY and the University described herein, interest on the Series 2017A Bonds is excluded from gross income for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). Nixon Peabody LLP is also of the opinion that interest on the Series 2017A Bonds is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Nixon Peabody LLP and Drohan Lee LLP, as Co-Bond Counsels are further of the opinion that under existing statutes, interest on the Series 2017A 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 and the City of Yonkers). As further described under "Tax Matters" herein, legislation is pending in the U.S. Congress that would significantly change individual and corporate income tax rates and eliminate the alternative minimum tax for corporations for tax years beginning after 2017. See "PART 12 – TAX MATTERS" herein regarding certain other tax considerations.

*The Series 2017A Bonds are offered when, as, and if issued and received by the Underwriter. The offer of the Series 2017A Bonds may be subject to prior sale, or withdrawn or modified at any time without notice. The offer is subject to the approval of legality Nixon Peabody LLP, New York, New York, and Drohan Lee LLP, New York, New York, Co-Bond Counsels, and to certain other conditions. Certain legal matters will be passed upon for the University by its counsel, Bond, Schoeneck & King, PLLC, Syracuse, New York. Certain legal matters will be passed upon for the Underwriter by its counsel, Katten Muchin Rosenman LLP, New York, New York. DASNY expects to deliver the Series 2017A Bonds in definitive form in New York, New York, on or about December 28, 2017.*

**Morgan Stanley**

**\$42,580,000**  
**DORMITORY AUTHORITY OF THE STATE OF NEW YORK**  
**ST. JOHN'S UNIVERSITY REVENUE BONDS, SERIES 2017A**

**Serial Bonds**

<b><u>Due</u></b> <b><u>July 1</u></b>	<b><u>Amount</u></b>	<b><u>Interest</u></b> <b><u>Rate</u></b>	<b><u>Yield</u></b>	<b><u>CUSIP</u></b> <b><u>Number</u></b> <sup>†</sup>
2026	\$ 9,385,000	5.000%	2.370%	64990C5Z0
2027	16,135,000	5.000	2.510	64990C6A4
2028	3,065,000	5.000	2.630*	64990C6B2
2029	6,785,000	5.000	2.690*	64990C6C0
2030	7,210,000	5.000	2.780*	64990C6D8

\* Priced at the stated yield to the first optional call date of July 1, 2027 at a redemption price of 100%.

† CUSIP data herein are provided by CUSIP Global Services, which is managed by S&P Global Market Intelligence on behalf of the American Bankers Association. The CUSIP numbers listed above are being provided solely for the convenience of owners of the Series 2017A Bonds only at the time of issuance of the Series 2017A Bonds and DASNY does not make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2017A Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity.

*No dealer, broker, salesperson or other person has been authorized by DASNY, the University or the Underwriter to give any information or to make any representations with respect to the Series 2017A Bonds, other than the information and representations contained in this Official Statement. If given or made, any such information or representations must not be relied upon as having been authorized by DASNY, the University or the Underwriter.*

*This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor will there be a sale of the Series 2017A Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.*

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

*The University has reviewed the parts of this Official Statement describing the University, Bondholders' Risks, the principal and interest requirements, the Refunding Plan, the estimated sources and uses of funds and Appendix B. As a condition to delivery of the Series 2017A Bonds, the University will certify that as of the date of this Official Statement and of delivery of the Series 2017A 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 representation as to the accuracy or completeness of any other information included in this Official Statement.*

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

*The Trustee has no responsibility for the form and content of this Official Statement and has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein, or omitted herefrom.*

*References in this Official Statement to the Act, the Resolution, the Series 2017A Resolution, the Series 2017A Bond Series Certificate and the Loan Agreement do not purport to be complete. Refer to the Act, the Resolution, the Series 2017A Resolution, the Series 2017A Bond Series Certificate and the Loan Agreement for full and complete details of their provisions. Copies of the Resolution, the Series 2017A Resolution, the Series 2017A Bond Series Certificate and the Loan Agreement are on file with DASNY and the Trustee.*

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

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

*IN CONNECTION WITH THE OFFERING OF THE SERIES 2017A BONDS, THE UNDERWRITER OF THE SERIES 2017A BONDS MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF THE SERIES 2017A BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.*

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**DORMITORY AUTHORITY – STATE OF NEW YORK**  
**GERRARD P. BUSHELL – PRESIDENT**

**515 BROADWAY, ALBANY, NY 12207**  
**ALFONSO L. CARNEY, JR. – CHAIR**

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**OFFICIAL STATEMENT RELATING TO**  
**\$42,580,000**  
**DORMITORY AUTHORITY OF THE STATE OF NEW YORK**  
**ST. JOHN’S UNIVERSITY REVENUE BONDS**  
**SERIES 2017A**

**PART 1 – INTRODUCTION**

**Purpose of the Official Statement**

The purpose of this Official Statement, including the cover page and appendices, is to provide information about the Dormitory Authority of the State of New York (“DASNY”) and St. John’s University, New York (the “University”) in connection with the offering by DASNY of \$42,580,000 principal amount of its St. John’s University Revenue Bonds, Series 2017A (the “Series 2017A Bonds”).

The following is a brief description of certain information concerning the Series 2017A Bonds, DASNY and the University. A more complete description of such information and additional information that may affect decisions to invest in the Series 2017A Bonds is contained throughout this Official Statement, which should be read in its entirety. Certain terms used in this Official Statement are defined in Appendix A hereto.

**Purpose of the Issue**

The Series 2017A Bonds are being issued for the purpose of providing funds which, together with other available money, will be used (i) to refund a portion of outstanding maturities and principal amounts of DASNY’s St. John’s University Revenue Bonds (Letter of Credit Secured), Series 2008B-1 (the “Series 2008B-1 Bonds”), DASNY’s St. John’s University Revenue Bonds (Letter of Credit Secured), Series 2008B-2 (the “Series 2008B-2 Bonds”), DASNY’s St. John’s University Revenue Bonds, Series 2012A (the “Series 2012A Bonds”) and DASNY’s St. John’s University Revenue Bonds, Series 2012B (the “Series 2012B Bonds” and, together with the Series 2008B-1 Bonds, the Series 2008B-2 Bonds and the Series 2012A Bonds, the “Refunded Bonds”), and (ii) to pay the Costs of Issuance incidental to the issuance of the Series 2017A Bonds. See “PART 7 – THE REFUNDING PLAN”, “PART 8 – ESTIMATED SOURCES AND USES OF FUNDS” and “APPENDIX G – REFUNDED BONDS.”

**Authorization of Issuance**

The Series 2017A Bonds are to be issued under DASNY’s St. John’s University Revenue Bond Resolution, adopted June 20, 2012 (the “Resolution”), the Series Resolution authorizing the Series 2017A Bonds, adopted December 13, 2017 (the “Series 2017A Resolution”) and the Bond Series Certificate, dated as of December 21, 2017, relating to the Series 2017A Bonds (the “Series 2017A Bond Series Certificate”). The Resolution, the Series 2017A Resolution and the Series 2017A Bond Series Certificate are collectively referred to herein as the “Resolutions.” In addition to the Series 2017A Bonds, the Resolution authorizes the issuance of other Series of Bonds (collectively, the “Bonds”) to pay Costs of one or more Projects, 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 DASNY that were issued on behalf of the University and to refinance other indebtedness of the University. Each Series of Bonds will be separately secured under the Resolution from each other Series of Bonds. There is no limit on the amount of additional Bonds that may be issued under the Resolution, which Bonds may be issued at any time after the scheduled delivery date of the Series 2017A Bonds. See “PART 3 – THE SERIES 2017A BONDS.”

## **DASNY**

DASNY 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 9 – DASNY.”

### **The University**

The University is an independent, coeducational, not-for-profit institution of higher education chartered by the Board of Regents of the State. The University has campuses in Queens, Manhattan, Staten Island and Hauppauge, New York as well as Paris, France and Rome, Italy. See “PART 5 – THE UNIVERSITY” and “APPENDIX B – CONSOLIDATED FINANCIAL STATEMENTS OF ST. JOHN’S UNIVERSITY WITH INDEPENDENT AUDITORS’ REPORT THEREON.”

### **The Series 2017A Bonds**

The Series 2017A Bonds are dated their date of delivery and bear interest from such date (payable July 1, 2018 and on each January 1 and July 1 thereafter) at the rates and will mature at the times set forth on the inside cover page of this Official Statement. See “PART 3 – THE SERIES 2017A BONDS – Description of the Series 2017A Bonds.”

### **Payment of the Series 2017A Bonds**

The Series 2017A Bonds are special obligations of DASNY payable solely from the Revenues, which consist of certain payments to be made by the University under the Loan Agreement, which payments are pledged and assigned to the Trustee. See “PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2017A BONDS – Payment of the Series 2017A Bonds.”

**The Series 2017A Bonds will not be a debt of the State nor will the State be liable on them. DASNY has no taxing power. Neither the State nor DASNY has any responsibility to make payments with respect to the Series 2017A Bonds except for DASNY’s responsibility to make payments from money received from the University pursuant to the Loan Agreement and from amounts held in the funds and accounts established by the Series 2017A Resolution and pledged to the payment of or to secure payment of the Series 2017A Bonds.**

### **Security for the Series 2017A Bonds**

The Series 2017A Bonds are secured by the pledge and assignment to the Trustee by DASNY of the payments to be made by the University under the Loan Agreement that constitute the Revenues and, except as otherwise provided in the Resolutions, of all funds and accounts established by the Resolutions in connection with the Series 2017A Bonds, other than the Arbitrage Rebate Fund.

The University’s obligation to make the payments under the Loan Agreement that constitute the Revenues is a general, unsecured obligation of the University and such payments are required to be made by the University out of any money legally available to it. No interest in or pledge of any revenues or mortgage on any assets of the University is being granted by the University to secure its obligations under the Loan Agreement. See “PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2017A BONDS — Security for the Series 2017A Bonds.”

### **Security and Covenants for Certain Prior Bonds**

As security for certain prior loans made by DASNY (the “Prior Loans”) to the University from the proceeds of bonds previously issued by DASNY (the “Prior Bonds”), the University has granted to DASNY a security interest in certain pledged revenues consisting of tuition and fees charged by the University to students for academic instruction (the “Prior Pledged Revenue”). See “PART 5 — THE UNIVERSITY — Outstanding Indebtedness.” In addition, as security for the Prior Loans, the University has granted to or for the benefit of DASNY and the respective trustees, insurers that have issued financial guaranty insurance policies in connection with certain of the Prior Bonds, and banks that have issued direct pay letters of credit in connection with certain other Prior Bonds each as creditors or contingent creditors of the University, a mortgage (the “Prior Mortgages”) on certain property of the University (the “Mortgaged Property”) and security interests in certain fixtures, furnishings and equipment now or hereafter located in or used in connection with the Mortgaged Property. The Series 2017A Bonds will not be secured by the Prior Pledged Revenue or any revenues of the University, or by the Mortgaged Property or any assets of the University. In the Loan Agreement, the University covenants not to grant any pledge

on tuition or fees in connection with the incurrence of any additional indebtedness without granting an equal pledge for benefit of the Series 2017A Bonds. See “PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2017A BONDS — Security for Certain Prior Bonds and Issuance of Additional Indebtedness.”

In connection with the Prior Bonds, the University has covenanted in its related loan agreements that, so long as the Prior Bonds remain Outstanding, it will demonstrate at the end of each Fiscal Year that (i) its debt service coverage ratio for such Fiscal Year then ended was at least equal to 1.1:1.0 and (ii) the University shall have had available assets as of the end of its Fiscal Year ending in 2015 and 2016 at least equal to 35% of outstanding Long-Term Indebtedness and for each subsequent Fiscal Year, 40% of outstanding Long-Term Indebtedness. The University is required to demonstrate compliance with such covenants by filing annual certificates with DASNY. Failure by the University to comply with the foregoing covenants will not constitute an event of default under its loan agreements; rather, DASNY may require that the University engage a management consultant. In addition, the University has covenanted in its loan agreements relating to the Prior Bonds that it will not issue, incur, assume or guarantee any Indebtedness, except to the extent permitted by the loan agreements. The University’s obligations to comply with the covenants will remain in place only for so long as the Prior Bonds remain Outstanding. Once the Prior Bonds are no longer Outstanding, the University will not be required to comply with the covenants. Moreover, the covenants may be amended as provided in such loan agreements.

### **The Refunding Plan**

Substantially all of the proceeds of the Series 2017A Bonds, together with other available money, will be used to refund the Refunded Bonds more particularly described herein issued by DASNY to finance loans to the University. See “PART 7 – THE REFUNDING PLAN” and “APPENDIX G – REFUNDED BONDS.”

### **PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2017A BONDS**

*Set forth below is a narrative description of certain contractual provisions relating to the source of payment of and security for the Series 2017A Bonds. These provisions have been summarized and this description does not purport to be complete. Reference should be made to the Act, the Loan Agreement, the Resolution, the Series 2017A Resolution and the Series 2017A Bond Series Certificate. Copies of the Loan Agreement, the Resolution, the Series 2017A Resolution and the Series 2017A Bond Series Certificate are on file with DASNY and the Trustee. See also “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT” and “APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION” for a more complete statement of the rights, duties and obligations of the parties thereto.*

### **Payment of the Series 2017A Bonds**

The Series 2017A Bonds will be special obligations of DASNY. The principal, Sinking Fund Installments, if any, Purchase Price and Redemption Price of and interest on the Series 2017A Bonds are payable solely from the Revenues, which consist of payments to be made by the University pursuant to the Loan Agreement on account of the principal, Sinking Fund Installments, if any, Purchase Price and Redemption Price of and interest on the Series 2017A Bonds. The Revenues and the right to receive them have been pledged to the Trustee for the benefit of the Holders of the Series 2017A Bonds.

The Loan Agreement is a general unsecured obligation of the University and obligates the University to make payments to satisfy the principal, Purchase Price and Redemption Price of and interest on the Outstanding Series 2017A Bonds. Payments made by the University in respect of interest on the Series 2017A Bonds are to be made on the 10th day of each June and December immediately preceding the January 1 and July 1 on which interest is payable, in each case in an amount equal to the interest coming due on such January 1 and July 1. Payments by the University in respect of principal of the Series 2017A Bonds, whether at maturity or through mandatory Sinking Fund Installments, are to be made on the 10th day of each June immediately preceding the July 1 on which such principal becomes due. The Loan Agreement also obligates the University to pay, except in the case of an optional redemption or a purchase in lieu of optional redemption which is subject to the condition that sufficient money is available on the redemption date or the purchase date, on or prior to the date any applicable notice of optional redemption or purchase in lieu of optional redemption is given, the amount, if any, required to pay the Purchase Price or Redemption Price of such Series 2017A Bonds. See “PART 3 – THE SERIES 2017A BONDS – Redemption Provisions” and “– Purchase in Lieu of Optional Redemption.”

DASNY has directed, and the University has agreed, to make such payments directly to the Trustee. Such payments are to be applied by the Trustee to the payment of the principal and Redemption Price of and interest on the Series 2017A Bonds.

### **Security for the Series 2017A Bonds**

The Series 2017A Bonds are secured by the pledge of the Revenues, the proceeds of the Series 2017A Bonds until disbursed in accordance with the Resolution and, except as otherwise provided in the Resolution, all funds and accounts established by the Series 2017A Resolution, other than the Arbitrage Rebate Fund.

**The Series 2017A Bonds will not be a debt of the State nor will the State be liable on them. DASNY has no taxing power. Neither the State nor DASNY has any responsibility to make payments with respect to the Series 2017A Bonds except for DASNY's responsibility to make payments from money received from the University pursuant to the Loan Agreement and from amounts held in the funds and accounts established by the Series 2017A Resolution and pledged therefor.**

The Loan Agreement and the obligation of the University to make payments under the Loan Agreement are general obligations of the University. The obligations of the University to make payments or cause the same to be made under the Loan Agreement are absolute and unconditional and the amount, manner and time of making such payments are not to be decreased, abated, postponed or delayed for any cause or by reason of the happening or non-happening of any event, irrespective of any defense or any right of set-off, recoupment or counterclaim which the University may otherwise have against DASNY, the Trustee or any Bondholder for any cause whatsoever.

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

The following are events of default under the Resolution with respect to the Series 2017A Bonds: (i) a default by DASNY in the payment of the principal, Sinking Fund Installment or Redemption Price of any Series 2017A Bond; (ii) a default by DASNY in the payment of interest on any Series 2017A Bond; (iii) a default by DASNY in the due and punctual performance of any covenant or agreement contained in the Resolution to comply with the provisions of the Code necessary to maintain the exclusion of interest on Series 2017A Bonds from gross income for purposes of federal income taxation; (iv) a default by DASNY in the due and punctual performance of any covenants, conditions, agreements or provisions contained in the Series 2017A Bonds or in the Resolution or the Series 2017A Resolution which continues for 30 days after written notice thereof is given to DASNY by the Trustee (such notice to be given in the Trustee's discretion or at the written request of the Holders of not less than 25% in principal amount of Outstanding Bonds) or if such default is not capable of being cured within 30 days, if DASNY fails to commence within 30 days and diligently prosecute the cure thereof; or (v) DASNY has notified the Trustee that an "Event of Default," as defined in the Loan Agreement, has occurred and is continuing and all sums payable by the University under the Loan Agreement have been declared immediately due and payable (unless such declaration has been annulled). 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 Resolution.

The Resolution provides that, if an event of default (other than as described in clause (iii) of the preceding paragraph) occurs and continues, the Trustee may, and upon the written request of Holders of not less than 25% in principal amount of the Outstanding Series 2017A Bonds, must declare the principal of and interest on all the Outstanding Series 2017A Bonds to be due and payable. At any time after the principal of the Series 2017A Bonds have been declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Resolution, the Trustee with the written consent of the Holders of not less than 25% in principal amount of Series 2017A Bonds not yet due by their terms and then Outstanding, by written notice to DASNY, is to annul such declaration and its consequences under the terms and conditions specified in the Resolution with respect to such annulment.

The Resolution provides that the Trustee is to give notice in accordance with the Resolution of each event of default known to the Trustee to the University within five days, and to the Holders of the Series 2017A Bonds within 30 days, in each case after obtaining knowledge of the occurrence thereof, unless such default has been remedied or cured before the giving of such notice. However, except in the case of default in the payment of principal, Sinking Fund Installments or Redemption Price of or interest on any of the Series 2017A Bonds, the Trustee will be protected in withholding such notice thereof to the Holders if the Trustee in good faith determines that the withholding of such notice is in the best interests of the Holders of the Series 2017A Bonds.



## **Security for Certain Prior Bonds and Issuance of Additional Indebtedness**

In addition to the Series 2017A Bonds, the Resolution authorizes the issuance of other Series of Bonds to finance one or more projects and for other specified purposes, including to refund Outstanding Bonds or other notes or bonds of DASNY or other indebtedness of the University. Each Series of Bonds will be separately secured from each other Series of Bonds under the Resolution by the pledge and assignment to the Trustee of the applicable Revenues and the funds and accounts established pursuant to the Series Resolution. There is no limit on the amount of additional Bonds that may be issued under the Resolution, which Bonds may be issued at any time after the scheduled delivery date of the Series 2017A Bonds.

As security for the Prior Bonds, the University has granted to DASNY a security interest in its Prior Pledged Revenues, which security interest in such Prior Pledged Revenues was assigned by DASNY to the trustees for the applicable Prior Bonds. See “PART 5 — THE UNIVERSITY — Outstanding Indebtedness.” At June 30, 2017, the aggregate maximum annual debt service for the Prior Bonds was approximately \$38.3 million. In Fiscal Year 2017, the University reported approximately \$349.0 million in net tuition and fees revenues subject to these liens. In addition, the Prior Bonds are secured by the Prior Mortgages and by security interests in certain fixtures, furnishings and equipment now or hereafter located in or used in connection with the Mortgaged Property. The Series 2017A Bonds will not be secured by the Prior Pledged Revenue or any revenues of the University, or by the Mortgaged Property or any assets of the University. In the Loan Agreement, the University covenants not to grant any pledge on tuition or fees in connection with the incurrence of any additional indebtedness without granting an equal pledge and/or lien for benefit of the Series 2017A Bonds.

### **General**

The Series 2017A Bonds will not be a debt of the State and the State will not be liable on the Series 2017A Bonds. DASNY has no taxing power. DASNY has never defaulted in the timely payment of principal of or interest on its bonds or notes. See “PART 9 – DASNY.”

## **PART 3 – THE SERIES 2017A BONDS**

*Set forth below is a narrative description of certain provisions relating to the Series 2017A Bonds. These provisions have been summarized and this description does not purport to be complete. Reference should be made to the Resolution, the Series 2017A Resolution, the 2017A Bond Series Certificate and the Loan Agreement, copies of which are on file with DASNY and the Trustee. See also “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT” and “APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION” for a more complete description of certain provisions of the Series 2017A Bonds.*

### **Description of the Series 2017A Bonds**

#### *General*

The Series 2017A Bonds will be issued pursuant to the Resolution and the Series 2017A Resolution.

The Series 2017A Bonds will be dated their date of delivery, and will bear interest from such date (payable July 1, 2018 and on each January 1 and July 1 thereafter) at the rates, and will mature at the times set forth on the inside cover page of this Official Statement. Interest on the Series 2017A Bonds will accrue based upon a 360-day year of twelve 30-day months. The Series 2017A Bonds will be issued as fully registered bonds. The Series 2017A Bonds will be issued in denominations of \$5,000 or any integral multiple thereof.

Interest on the Series 2017A Bonds will be payable by check or draft mailed to the registered owners thereof or, at the option of the registered owner of at least \$1,000,000 of such Series 2017A Bonds, by wire transfer to the wire transfer address within the continental United States to which the registered owner has instructed the Trustee to make such payment at least five days prior to the Record Date. The principal or Redemption Price of the Series 2017A Bonds will be payable in lawful money of the United States of America at the principal corporate trust office of The Bank of New York Mellon, New York, New York, the Trustee and Paying Agent. As long as the Series 2017A 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 Series 2017A Bonds, see “APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION.”

The Series 2017A Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), pursuant to DTC’s Book-Entry Only System. Purchases of beneficial interests in the Series 2017A Bonds will be made in book-entry form, without certificates. So long as DTC or its nominee, Cede & Co., is the registered owner of the Series 2017A Bonds, payments of the principal, Sinking Fund Installments and Redemption Price of and interest on the Series 2017A Bonds will be made by the Trustee directly to Cede & Co. Disbursement of such payments to the DTC Participants (as hereinafter defined) is the responsibility of DTC and disbursement of such payments to the Beneficial Owners of the Series 2017A Bonds is the responsibility of the DTC Participants and the Indirect Participants (as hereinafter defined). If at any time the Book-Entry Only System is discontinued for the Series 2017A Bonds, the Series 2017A Bonds will be exchangeable for fully registered Series 2017A Bonds in any 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 D – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION.”

For a more complete description of the Series 2017A Bonds, see “APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION.”

### **Redemption Provisions**

The Series 2017A Bonds are subject to optional and special redemption as described below.

#### *Optional Redemption*

The Series 2017A Bonds maturing after July 1, 2027 are subject to optional redemption prior to maturity at the election of DASNY, in whole or in part, at any time on or after July 1, 2027 at a price of 100% of the principal amount of Series 2017A Bonds to be redeemed, plus accrued interest to the redemption date.

On or prior to the redemption date of Series 2017A Bonds called for optional redemption, DASNY, at its option, may elect that, upon payment of the Redemption Price of the Series 2017A Bonds to have been redeemed, all or a portion of such Series 2017A Bonds may be considered as having been purchased in lieu of optional redemption, in which case such Series 2017A Bonds will remain outstanding. See “– *Purchase in Lieu of Optional Redemption*” for a discussion of purchase in lieu of redemption.

#### *Special Redemption*

The Series 2017A Bonds are also subject to redemption, in whole or in part, at a price of 100% of the principal amount of Series 2017A Bonds to be redeemed, plus accrued interest to the redemption date, at the option of DASNY on any interest payment date, from proceeds of a condemnation or insurance award, which proceeds are not used to repair, restore or replace the portion of the Project to which such proceeds relate.

#### *Selection of Bonds to be Redeemed*

In the case of redemptions of Series 2017A Bonds described above under the heading “*Optional Redemption*” or “*Special Redemption*,” DASNY will select the maturities of the Series 2017A Bonds to be redeemed. If less than all of the Series 2017A Bonds of a maturity are to be so redeemed, the Series 2017A Bonds of such maturity to be redeemed will be selected by the Trustee, by lot, using such method of selection it considers proper in its discretion.

#### *Notice of Redemption; Conditional Notices*

The Trustee is to give notice of the redemption of the Series 2017A Bonds in the name of DASNY which notice is to be given by first-class mail, postage prepaid, not less than 30 days nor more than 45 days prior to the redemption date to the registered owners of any Series 2017A Bonds which are to be redeemed, at their last known addresses appearing on the registration books. The failure of any owner of a Series 2017A Bond to be redeemed to receive notice of redemption thereof will not affect the validity of the proceedings for the redemption of such Series 2017A Bond. If directed in writing by an Authorized Officer of DASNY, the Trustee shall publish or cause to be published such notice in an Authorized Newspaper not less than 30 days nor more than 45 days prior to the redemption date, but such publication is not a condition precedent to such redemption and failure to publish such notice or any defect in such notice or publication will not affect the validity of the proceedings for the redemption of such Series 2017A Bonds.

If, on the redemption date, money for the redemption of the Series 2017A Bonds of like maturity to be redeemed, together with interest thereon to the redemption date, is held by the Trustee so as to be available for payment of the Redemption Price, and if notice of redemption has been mailed, then interest on the Series 2017A Bonds of such maturity will cease to accrue from and after the redemption date and such Series 2017A Bonds will no longer be considered to be Outstanding under the Resolution and the Series 2017A Resolution.

DASNY's obligation to redeem the Series 2017A Bonds at its option or through Special Redemption may be conditioned upon the availability on the redemption date of sufficient money to pay the Redemption Price, including accrued interest to the redemption date, of the Series 2017A Bonds to be redeemed.

### **Purchase in Lieu of Optional Redemption**

The Series 2017A Bonds shall be subject to purchase in lieu of their optional redemption as provided below.

*Purchase Dates and Price.* The Series 2017A Bonds maturing after July 1, 2027 are subject to purchase prior to maturity at the election of the University, with the written consent of DASNY, in whole or in part at any time on or after July 1, 2027, at the purchase price of 100% of the principal amount of Series 2017A Bonds to be purchased, plus accrued interest, if any (the "Purchase Price"), to the date of purchase.

*Notice of Purchase; Conditional Notices.* If the University elects to purchase Series 2017A Bonds, the University will give written notice to DASNY and the Trustee of such election, which notice shall set forth the maturity and the principal amount of the Series 2017A Bond to be purchased. The Trustee will cause notice of the purchase of Series 2017A Bonds to be given by mailing a copy of such notice by first-class mail, postage prepaid, not less than 30 days nor more than 45 days prior to the purchase date set forth in such notice. Each notice of purchase of Series 2017A Bonds is to state (i) the condition, if any, to such purchase, (ii) such other conditions as the University shall prescribe, (iii) the Series 2017A Bonds to be purchased, (iv) the purchase date or dates, and (v) that the Series 2017A Bonds to be purchased are to be delivered to the Trustee on the purchase date and that Series 2017A Bonds to be purchased not so delivered will be deemed duly tendered to the Trustee for purchase on the purchase date.

The University's obligation to purchase the Series 2017A Bonds may be subject to the condition that on the Purchase Date sufficient money is available for payment of the Purchase Price, including accrued interest to the Purchase Date, of the Series 2017A Bonds to be purchased.

*Effect of Notice.* Notice of purchase having been given in the manner required by the Series 2017A Bond Series Certificate, then, the Series 2017A Bonds to be purchased shall be tendered for purchase on the purchase date, and thereafter, if sufficient money to pay the Purchase Price of such Series 2017A Bonds is held by the Trustee, the Purchase Price of the Series 2017A Bonds or portions thereof so called for purchase will become due and payable on the date set for purchase, upon presentation and surrender of such Series 2017A Bonds to be purchased at the office or offices specified in such notice, and, in the case of Series 2017A Bonds presented by other than the registered owner, together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney. If such money is not available on the purchase date, such Series 2017A Bonds will continue to be registered in the name of the registered owner on the purchase date and the registered owners will be entitled to receive the payments of the principal of and interest on such Series 2017A Bonds in accordance with their respective terms.

*Selection of Bonds to be Purchased.* If less than all of the Outstanding Series 2017A Bonds of like maturity are to be purchased, the Trustee is to select the Series 2017A Bonds to be purchased, by lot, using such method of selection as it considers proper in its discretion in the same manner as prescribed in the Resolution for the selection of Series 2017A Bonds for redemption.

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

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2017A Bonds. The Series 2017A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2017A Bond certificate will be issued for each maturity of the Series 2017A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com).

Purchases of Series 2017A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2017A Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2017A Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2017A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2017A Bonds, except in the event that use of the book-entry system for the Series 2017A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2017A Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2017A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2017A Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2017A 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 will be sent to DTC. If less than all of the Series 2017A Bonds within a maturity are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2017A Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to DASNY as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting rights to those Direct Participants to whose accounts the Series 2017A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption premium, if any, and interest payments on the Series 2017A 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 DASNY 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 Underwriter, the Trustee, the University or DASNY, 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 DASNY 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.

DASNY and the Trustee may treat DTC (or its nominee) as the sole and exclusive registered owner of the Series 2017A Bonds registered in its name for the purposes of payment of the principal and redemption premium, if any, of, or interest on, the Series 2017A Bonds, giving any notice permitted or required to be given to registered owners under the Resolution, registering the transfer of the Series 2017A Bonds, or other action to be taken by registered owners and for all other purposes whatsoever. DASNY and the Trustee have no responsibility or obligation to any Direct or Indirect Participant, any person claiming a beneficial ownership interest in the Series 2017A Bonds under or through DTC or any Direct or Indirect Participant, or any other person which is not shown on the registration books of DASNY (kept by the Trustee) as being a registered owner, with respect to the accuracy of any records maintained by DTC or any Direct or Indirect Participant; the payment by DTC or any Direct or Indirect Participant of any amount in respect of the principal, redemption premium, if any, or interest on the Series 2017A 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 DASNY; or other action taken by DTC as registered owner. Interest, redemption premium, if any, and principal will be paid by the Trustee to DTC, or its nominee. Disbursement of such payments to the Direct or Indirect Participants is the responsibility of DTC and disbursement of such payments to the Beneficial Owners is the responsibility of the Direct or Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2017A Bonds at any time by giving reasonable notice to DASNY and the Trustee. Under such circumstances, in the event that a successor depository is not obtained, the Series 2017A Bond certificates are required to be printed and delivered.

DASNY may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository). In that event, the Series 2017A Bond certificates will be printed and delivered to DTC.

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

Each person for whom a Direct or Indirect Participant acquires an interest in the Series 2017A Bonds, as nominee, may desire to make arrangements with such Direct or Indirect Participant to receive a credit balance in the records of such Direct or Indirect Participant, and may desire to make arrangements with such Direct or Indirect Participant to have all notices of redemption or other communications of DTC, which may affect such persons, to be forwarded in writing by such Direct or Indirect Participant and to have notification made of all interest payments. **NEITHER DASNY NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO SUCH DIRECT OR INDIRECT PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEES WITH RESPECT TO THE SERIES 2017A BONDS.**

So long as Cede & Co. is the registered owner of the Series 2017A Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the Series 2017A Bonds (other than under the caption "PART 12 – TAX MATTERS" herein) means Cede & Co., as aforesaid, and does not mean the Beneficial Owners of the Series 2017A Bonds.

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

For every transfer and exchange of Series 2017A Bonds, the Beneficial Owner may be charged a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto.

**NEITHER DASNY, THE UNIVERSITY, THE UNDERWRITER NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, TO INDIRECT PARTICIPANTS, OR TO ANY BENEFICIAL OWNER WITH RESPECT TO (I) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC, ANY DIRECT PARTICIPANT, OR ANY INDIRECT PARTICIPANT; (II) ANY NOTICE THAT IS PERMITTED OR REQUIRED TO BE GIVEN TO THE OWNERS OF THE SERIES 2017A**

BONDS UNDER THE RESOLUTIONS; (III) THE SELECTION BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2017A BONDS; (IV) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT WITH RESPECT TO THE PRINCIPAL OR REDEMPTION PREMIUM, IF ANY, OR INTEREST DUE WITH RESPECT TO THE SERIES 2017A BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE SERIES 2017A BONDS; OR (VI) ANY OTHER MATTER.

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#### PART 4 – PRINCIPAL AND INTEREST REQUIREMENTS

The following table sets forth the amounts, after giving effect to the issuance of the Series 2017A Bonds, required to be paid by the University during each Fiscal Year ending May 31 for the payment of debt service on the currently outstanding indebtedness of the University, the principal of and interest on the Series 2017A Bonds and the total debt service on all indebtedness of the University, including the Series 2017A Bonds.

<b>12 Month Period Ending on May 31</b>	<b>Total Debt Service on other Outstanding Indebtedness<sup>(1)(2)(3)</sup></b>	<b>Principal Payments on the Series 2017A Bonds</b>	<b>Interest Payments on the Series 2017A Bonds</b>	<b>Total Debt Service on the Series 2017A Bonds<sup>(4)</sup></b>	<b>Total Debt Service<sup>(4)</sup></b>
2018	\$38,725,666	-	-	-	\$38,725,666
2019	38,719,668	-	\$2,146,742	\$2,146,742	40,866,410
2020	37,740,834	-	2,129,000	2,129,000	39,869,834
2021	37,120,053	-	2,129,000	2,129,000	39,249,053
2022	37,638,507	-	2,129,000	2,129,000	39,767,507
2023	36,487,530	-	2,129,000	2,129,000	38,616,530
2024	35,805,454	-	2,129,000	2,129,000	37,934,454
2025	36,217,303	-	2,129,000	2,129,000	38,346,303
2026	36,167,279	-	2,129,000	2,129,000	38,296,279
2027	26,271,825	\$9,385,000	1,894,375	11,279,375	37,551,200
2028	19,590,230	16,135,000	1,256,375	17,391,375	36,981,605
2029	33,155,004	3,065,000	776,375	3,841,375	36,996,379
2030	29,833,929	6,785,000	530,125	7,315,125	37,149,054
2031	29,096,724	7,210,000	180,250	7,390,250	36,486,974
2032	20,817,147	-	-	-	20,817,147
2033	20,886,503	-	-	-	20,886,503
2034	20,994,703	-	-	-	20,994,703
2035	21,073,734	-	-	-	21,073,734
2036	13,335,034	-	-	-	13,335,034
2037	13,363,607	-	-	-	13,363,607
2038	13,357,032	-	-	-	13,357,032
2039	9,809,500	-	-	-	9,809,500
2040	9,806,000	-	-	-	9,806,000
2041	9,808,875	-	-	-	9,808,875
2042	9,807,125	-	-	-	9,807,125
2043	9,804,875	-	-	-	9,804,875
2044	9,806,000	-	-	-	9,806,000
2045	9,809,250	-	-	-	9,809,250

(1) Includes principal and interest paid in the current fiscal year.

(2) Assumes that the interest on the Series 2008B-1 Bonds and the Series 2008B-2 Bonds accrues at 3.00%, except for a portion of the Series 2008B-1 Bonds that are hedged.

(3) Includes capital lease obligations.

(4) Totals may not foot due to rounding.

## **PART 5 – THE UNIVERSITY**

### **History of the University**

St. John's University, New York is an independent, not-for-profit institution of higher education chartered under the laws of the State of New York. Founded by the Vincentian Community in 1870, the University was originally located in Brooklyn, New York and incorporated under the name "St. John's College, Brooklyn."

In 1908, the School of Education became the first professional department established at the Brooklyn campus. The Graduate School of Arts and Sciences was organized six years later. In 1925, the University constructed a 14-story building at its Brooklyn campus to provide added space to accommodate four new educational units: the School of Law, the University College, the School of Commerce and the College of Pharmacy.

In 1953, the University expanded by opening a 105-acre campus in Queens, New York. At that time, the Liberal Arts College and the Graduate School of Arts were relocated from Brooklyn to the Queens campus. In addition, the School of Education and the School of Commerce established divisions at the Queens location. Due to the University's expansion outside Brooklyn, in 1954, the corporate name was changed to "St. John's University, New York."

In 1971, the University consolidated with the Notre Dame College of Staten Island. As a result, the University acquired a branch campus located in Staten Island, New York. The Brooklyn campus was closed and its educational programs were transferred to the Queens and Staten Island campuses.

The University opened its first international center in Rome, Italy in September 1995 enabling students to pursue advanced studies leading to an MBA or MA in International Relations. In 2002, the University began to use the Rome campus as a study-abroad center for all students. In 2007, the University expanded its international presence by moving to a larger facility in Rome and opening a new location in Paris, France. These sites together provide education and housing facilities for over 300 students.

In 1999, the University acquired the 175-acre LaSalle Center in Oakdale, New York. This eastern Long Island location enabled the expansion of graduate programs, adult education programs, athletic activities and partnerships with Long Island businesses. In September 2016 the University sold this property for \$22.5 million and relocated its Long Island operations to leased space in Hauppauge, New York.

In 2001, the University established a Manhattan campus following its consolidation with the Insurance Society of New York, a not-for-profit corporation which operated the former College of Insurance (TCI). The campus consisted of a self-contained ten-story building in lower Manhattan which included a library, four floors of dormitory space with almost 200 beds, classrooms and dining and conference facilities. Following the consolidation, TCI became a unit within the University's Peter J. Tobin College of Business and operates as The School of Risk Management, Insurance and Actuarial Science. On July 15, 2013, the University sold the campus for \$223.0 million resulting in a gain of approximately \$173 million. In July 2014, the University relocated the Manhattan campus to a 70,000 square foot leased facility located at 101 Astor Place. Both graduate and undergraduate programs are offered on the Manhattan campus.

In 2006, the University purchased certain assets, consisting primarily of a 42,000 square foot two-story office/school building and certain allied health programs from Saint Vincent's Catholic Medical Centers of New York. The building is located near the Queens campus and is used primarily to house the acquired programs which are operated by the University's College of Pharmacy and Health Sciences.

On September 16, 2013, the University (through its wholly-owned limited liability company, Henley Road SPE, LLC (the "University LLC")) purchased an off-campus, 113,000 square foot, seven story, student residence hall for approximately \$63.7 million. The residence building near its Queens campus houses approximately 425 students. The University previously leased the property under an operating lease, which was scheduled to expire on July 1, 2024. Under the purchase agreement, the University (through the University LLC) assumed an existing mortgage on the property with an outstanding principal balance of \$42.1 million. The mortgage bore interest at 6.94% and was payable in monthly installments equal to the previously existing lease payments that range from \$390,000 to \$550,000 through July 1, 2024. In October 2016, the University exercised its option to prepay the mortgage with funds borrowed in 2013.



In addition to the acquisition of the various facilities listed above, following a series of strategic plans covering the period from 1995 to 2013, the University engaged in a major capital construction program, including the building of residence halls, dining facilities, parking and other site improvements and a 135,000 square foot academic building and student center. These initiatives transformed the University from a commuter school, drawing its students primarily from the New York metropolitan area, to a national and international university with approximately 3,800 resident students.

### **The University Today**

The University is now one of the largest Catholic universities in the United States. The early work of St. John's founders has grown into a more than 140-year tradition of academic achievement and is reflected in a dedicated faculty, a diverse student body and alumni who are leaders in business, government, education, law and media. The four New York campuses in Queens, Staten Island, Manhattan and Hauppauge draw on the vast cultural and commercial resources of the New York metropolitan area. Over 20,000 undergraduate and graduate students are enrolled in six colleges and divisions: St. John's College of Liberal Arts and Sciences; the College of Pharmacy and Health Sciences; the School of Education; the Peter J. Tobin College of Business; the College of Professional Studies; and the School of Law. More than 100 degree programs are offered, from two-year associate level to full doctorates.

On July 1, 2014 the Board of Trustees appointed Conrado "Bobby" Gempesaw, Ph D. the 17<sup>th</sup> and first lay president of the University. At his investiture Dr. Gempesaw set forth the following strategic priorities:

- Ensure student success
- Recognize and retain the best faculty, staff and administrators
- Enhance the teaching and learning environment
- Expand community and global partnerships.

Dr. Gempesaw charged a Strategic Priorities Working Group representing faculty, staff, administrators and the Board of Trustees to develop action items for each strategic priority, including specific university units responsible for implementation and success metrics for each action item. Work to implement the identified action items is ongoing.

### **Accreditations**

The University is accredited by the following: Middle States Commission on Higher Education (MSCHE), Association of American Law Schools, American Library Association, Accreditation Council for Pharmaceutical Education, American Chemical Society, American Bar Association, The Association to Advance Collegiate Schools of Business, Association for Assessment and Accreditation of Laboratory Animal Care, American Psychological Association, American Speech-Language-Hearing Association, National Association of Schools of Art and Design, Council for Accreditation of Counseling and Related Educational Programs, National Accrediting Agency for Clinical Laboratory Sciences, Joint Review Committee on Education in Radiologic Technology, Teacher Education Accreditation Council, and Accreditation Review Commission on Education for the Physician Assistant, Inc.

### **Governance**

The University is governed by a self-perpetuating Board of Trustees whose membership shall not exceed 30. Presently the Board (excluding non-voting emeritus trustees) consists of 18 lay and 10 religious members, including the President of the University. The officers and current members of the Board of Trustees are as follows:

**Rev. Elmer Bauer III, C.M.**  
Provincial Treasurer  
Eastern Province of the  
Congregation of the Mission  
Philadelphia, PA

**Mr. Paul M. Carroll**  
Retired Banker

**Mr. William L. Collins\***  
Chief Executive Officer  
Brencourt Capital Management  
New York, NY

**Rev. Gregory P. Cozzubbo,  
C.M.**  
Superior  
St. Vincent's Seminary  
Philadelphia, PA

**Rev. Kevin Creagh, C.M.,  
Ed.D.**  
Vice President for Mission and  
Ministry  
Niagara University, NY

**Ms. Margaret LaRosa  
D'Angelo**

**Mr. Paul J. Evanson**  
Retired Chairman and Chief  
Executive Officer  
Allegheny Energy  
Greensburg, PA

**Ms. Margaret M. Fitzpatrick,  
S.C., Ed.D.**  
President  
St. Thomas Aquinas College  
Sparkill, NY

**Conrado "Bobby" Gempesaw,  
Ph.D.**  
President  
St. John's University  
Queens, NY

**Ms. Anita Gomez-Palacio**  
Retired Executive Director of  
Operations, Council of School  
Supervisors and Administrators  
New York, NY

**Very Rev. Stephen M. Grozio,  
C.M. \*\***  
Provincial Superior  
Eastern Province of the  
Congregation of the Mission  
Philadelphia, PA

**Ms. Suzanne M. Halpin**  
Executive Vice President  
Rubenstein Communications,  
Inc.  
New York, NY

**Mr. William J. Janetschek**  
Member and Chief Financial  
Officer  
Kohlberg Kravis Roberts & Co.,  
L.P.  
New York, NY

**Mr. Robert F. Kalenka**  
President  
Customer Communications  
Broadridge Financial Solutions  
Edgewood, NY

**Ms. Margaret M. Keane \*\*\***  
President and Chief Executive  
Officer  
Synchrony Financial  
Stamford, CT

**Sr. Carol Keehan, D.C.**  
President and Chief Executive  
Officer  
Catholic Health Association  
Washington, DC

**Rev. Gerard H. Luttenberger,  
C.M., S.T.D.**  
Assistant Provincial and  
Provincial Director of Formation  
Eastern Province of the  
Congregation of the Mission  
Jamaica, NY

**Rev. Robert P. Maloney, C.M.,  
S.T.D.**  
Assistant to the Superior General  
Congregation of the Mission  
Philadelphia, PA

**Joseph M. Mattone, Sr., Esq.**  
Chairman and Chief Executive  
Officer  
The Mattone Group, LLC  
College Point, NY

**Rev. Thomas F. McKenna,  
C.M., S.T.D.**  
Provincial Director  
Daughters of Charity  
College Point, NY

**Mr. Joseph C. O'Connor**  
Retired Portfolio Manager

**Mr. Lewis Rice, Jr.**  
Senior Vice President of Global  
Security and Trademark  
Protection  
Estee Lauder Companies, Inc.  
New York, NY

**Mr. Mahendra G. Shah, Ph.D.**  
Managing Director  
Vivo Capital, LLC  
Palo Alto, CA

**Mr. James J. Shannon**  
Senior Partner and Chief  
Operating Officer  
Indus Capital Partners, LLC  
New York, NY

**Mr. Brian T. Shea**  
Vice Chairman of BNY Mellon  
Chief Executive Officer of  
Investment Services  
BNY Mellon  
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**Ms. Patricia C. Skarulis**  
Senior Vice President and Chief  
Information Officer  
Memorial Sloan-Kettering  
Cancer Center  
New York, NY

**Mr. Tarik S. Turner**  
Senior Vice President  
U.S. Sales Trading –Institutional  
Equities, Macquarie Capital  
(USA), Inc  
New York, NY

**Rev. Edward R. Udovic, C.M.,  
Pd.D.**  
Secretary of the University  
Senior Executive for University  
Mission, Vice President for  
Teaching and Learning  
Resources  
DePaul University  
Chicago, IL

\*Chairman of the Board  
\*\*Vice Chairman of the Board  
\*\*\*Secretary of the Board

**Administration**

The President of the University is appointed by the Board of Trustees, and as Chief Executive Officer, is charged with the principal responsibility for administration of the University. The Board of Trustees appoints or elects, on nomination or recommendation of the President, various other principal administrative officers of the University. The University’s principal administrative officers include:

- Conrado “Bobby” Gempesaw, Ph.D..... President
- Rev. Bernard M. Tracey, C.M. .... Executive Vice President for Mission
- Robert A. Mangione, Ed.D. .... Provost and Vice President for Academic Affairs
- Sharon Hewitt Watkins, M.A., CPA..... Vice President for Business Affairs, Chief Financial Officer and Treasurer
- Joseph E. Oliva, Esq. .... Vice President for Administration, Secretary and General Counsel

**OPERATING INFORMATION**

**Student Admissions**

The University seeks to enroll students with the potential to succeed in a demanding academic program. With the successful introduction of residence halls, the University has extended its reach both nationally and internationally. In the fall 2017 the University enrolled students from 46 states and 117 countries.

Listed below are the number of applications received for freshman admission to the University together with the number of those applications accepted by the University and the number of accepted students who ultimately enrolled at the University. The change in applications and acceptances in academic year 2013-14 reflects a specific admissions strategy where marketing initiatives are more targeted to prospective students that have a higher likelihood of attending the University.

**Freshman Admission Statistics**

<u>Academic Year</u>	<u>Applications</u>	<u>Acceptances</u>	<u>Percent Accepted</u>	<u>New Enrollment</u>	<u>Matriculation Yield</u>
2013-14	51,207	26,932	52.6%	2,794	10.4%
2014-15	44,597	27,883	62.5%	2,795	10.0%
2015-16	36,105	23,430	64.9%	3,253	13.9%
2016-17	28,590	18,115	63.4%	3,248	17.9%
2017-18	27,179	18,408	67.7%	2,967	16.1%

**Student Enrollment**

Enrollment trends over the academic years commencing fall 2013 through fall 2017 show an increase due primarily to the growth in undergraduate enrollment from two consecutive years (fall 2015 and 2016) of record freshmen classes and a four percentage point increase in retention. These increases were consistent with the University’s strategy to refocus recruitment resources on higher yielding and better retaining student segments. Fall 2017 undergraduate enrollment growth leveled off due to the impact of the new NYS Excelsior Scholarship and a national decline in international applications. Graduate enrollment has been impacted negatively by a decline in demand for Law School and other graduate programs, although the Law School’s downward trend reversed in 2017-18. The University proactively manages institutional financial aid to stabilize and grow enrollment and to achieve sufficient net tuition revenues to support operations. The University’s enrollment during the five academic years commencing fall 2013 through fall 2017, based on fall registration figures, is outlined below together with total headcount enrollment and full-time equivalent (“FTE”) totals.

### Enrollment Summary

Academic Year	Full-Time		Part-Time		Headcount	Total FTE
	Undergraduate	Graduate	Undergraduate	Graduate		
2013-14	10,908	2,811	4,865	2,145	20,729	16,776
2014-15	10,720	2,632	5,045	2,051	20,448	16,458
2015-16	11,051	2,657	5,159	2,014	20,881	16,827
2016-17	11,507	2,637	4,933	2,010	21,087	17,234
2017-18	11,526	2,688	5,240	1,892	21,346	17,473

The following table lists the number of degrees conferred for the five academic years commencing fall 2012 through fall 2016.

### Degrees Conferred

Academic Year	Total
2012-13	4,316
2013-14	4,224
2014-15	3,984
2015-16	4,014
2016-17	4,163

### Tuition and Fees

For the 2017-18 academic year full-time tuition and fees total \$40,520. Tuition and fees for the academic years commencing fall 2013 through fall 2017 are listed below:

### Full-Time Undergraduate Tuition and Fee Charges

Academic Year	Tuition & Fee Charges (1)
2013-14	\$37,260
2014-15	38,680
2015-16	38,680
2016-17	39,460
2017-18	40,520

(1) Queens Campus

In academic year 2015-2016, to respond to the financial challenges facing students and their families, the University froze tuition and fees and room and board costs for all current and incoming students at its Queens, Manhattan, Oakdale and international locations. The University also implemented a \$10,370 reduction in undergraduate tuition at its Staten Island campus to reflect the impact of an administrative restructuring and the nature of the academic offerings at that campus. The University has continued to reduce expenses, increase efficiency and pass along the resultant savings to its students.

### Student Financial Aid

The University administers a financial aid program under which nearly 94% of all enrolled students received financial assistance in some form through the University during the 2016-17 academic year. A summary of the funds provided for financial aid and their source for the five academic years commencing fall 2012 through fall 2016 is as follows:

### Sources of Scholarship and Grant Aid

Academic Year	University Grants	State Grants	Federal Loans and Grants	Outside Awards	Private Loans	Total
2012-13	\$188,740,849	\$13,187,177	\$207,131,813	\$14,404,554	\$21,891,339	\$445,355,732
2013-14	198,473,609	12,394,615	207,021,074	14,551,719	21,059,253	453,500,270
2014-15	208,279,275	12,499,289	198,784,813	20,745,879	18,550,662	458,859,918
2015-16	223,426,708	12,831,536	201,633,731	18,539,964	19,414,772	475,846,711
2016-17	246,809,049	13,341,080	194,998,707	16,503,616	20,013,597	491,666,049

The University's students benefit from numerous scholarship and financial aid programs. In addition, the University participates in various federal and state programs providing aid to individual students. The federal programs include the Perkins Loan program, Federal Direct Student Loan Program, Supplemental Educational Opportunity Grant, Pell Grant, College Work-Study, Health Professions Loan Program and the Teach Grant. State programs include Tuition Assistance Program, and various other New York State sponsored and administered scholarship programs.

### Faculty

Total faculty members employed by the University during the 2016-17 academic year numbered 1,491, of whom 643 served full-time. Of the permanent full-time faculty members, 73.6% hold tenure. The majority of the University's full-time faculty is appointed within one of the four principal academic ranks: Professor, Associate Professor, Assistant Professor and Instructor.

The following table sets forth the faculty profile for the five academic years commencing fall 2012 through fall 2016.

### Faculty Profile- Fall

Academic Year	Full-time Faculty	Part-time Faculty	Total Faculty	Full-Time Equivalent Faculty	Percent of Full-Time Faculty Tenured
2012-13	663	829	1,492	994	68.9%
2013-14	670	821	1,491	1,004	72.1%
2014-15	631	840	1,471	963	74.6%
2015-16	627	823	1,450	957	74.0%
2016-17	643	848	1,491	984	73.6%

### Voluntary Separation Offer

During the fiscal year ended May 31, 2014, the University extended a Voluntary Separation Offer ("VSO") to eligible staff, administrators and tenured faculty. The VSO provides for separation allowances comprising of salary based on length of service and fringe benefits, principally medical coverage, if eligible, and tuition remission. The University has recorded a voluntary separation offer charge of approximately \$33 million payable through August 31, 2017.

### Employee Relations

The University has satisfactory labor relations. The full-time and adjunct faculty at the University (other than those in its non-unionized School of Law) are jointly represented by the St. John's Chapter of the American Association of University Professors and the Faculty Association (jointly referred to as "AAUP/FA"). The University has had a series of collective bargaining agreements in effect with the AAUP/FA. In 2017, the University and AAUP/FA executed a new agreement which will expire in June 2019.

**ANNUAL FINANCIAL STATEMENT INFORMATION**

**Summary of Statements of Activities**

The following table summarizes the changes in the University's unrestricted, temporarily restricted and permanently restricted net assets for the fiscal years ended May 31, 2013 through 2017.

**Summary Statements of Activities (000's)**

	<b>Fiscal Years Ended May 31,</b>				
	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Changes in unrestricted net assets:					
Operating revenues:					
Tuition and fees, net of scholarship allowances	\$352,566	\$355,261	\$353,455	\$348,282	\$348,995
Investment return utilized	17,242	22,853	25,290	26,362	26,286
Private gifts, grants and contracts	12,911	11,529	12,782	12,177	13,602
Government grants and contracts	12,775	10,585	11,169	9,611	12,560
Auxiliary enterprises	65,833	71,255	70,738	69,118	69,007
Other revenues	9,721	7,357	12,295	5,984	12,552
Net assets released from restrictions	2,763	3,265	6,012	7,575	9,998
<b>Total operating revenues</b>	<b>473,811</b>	<b>482,105</b>	<b>491,741</b>	<b>479,109</b>	<b>493,000</b>
Operating expenses:					
Instruction	178,494	184,443	179,710	181,921	186,513
Research	9,293	8,954	6,887	6,378	6,228
Academic support	64,518	60,187	59,107	58,192	61,174
Student services	45,231	47,190	44,144	44,931	47,496
Institutional support	86,045	92,043	82,904	76,398	75,388
Auxiliary enterprises	74,320	79,471	81,881	82,036	78,044
<b>Total operating expenses</b>	<b>457,901</b>	<b>472,288</b>	<b>454,633</b>	<b>449,856</b>	<b>454,843</b>
Net operating revenues before gain on sale of property	15,910	9,817	37,108	29,253	38,157
Gain on sale of property	-	172,897	-	-	-
<b>Net operating revenues and gain</b>	<b>15,910</b>	<b>182,714</b>	<b>37,108</b>	<b>29,253</b>	<b>38,157</b>
Non-operating activities:					
Investment return in excess of (less than) amount utilized in operations	29,502	24,573	9,578	(40,741)	44,571
Change in fair value of interest rate swap	2,930	380	(1,222)	(522)	1,364
Effect of advance refunding of long-term debt	(3,189)	-	(9,104)	-	-
Voluntary separation offer charge	-	(32,637)	-	-	-
Other	(753)	-	-	-	3,815

**Summary Statements of Activities (000's) (cont.)**

	<b>Fiscal Years Ended May 31,</b>				
	<b>2013</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>
Increase (decrease) in unrestricted net assets	44,400	175,030	36,360	(12,010)	87,907
Changes in temporarily restricted net assets:					
Investment return, net	17,867	16,992	6,754	(2,440)	17,798
Private gifts, grants and contracts	2,121	3,657	1,365	2,667	2,598
Net assets released from restrictions	(2,763)	(3,265)	(6,012)	(7,575)	(9,998)
Contributions receivable write-offs	(1,602)	(354)	(77)	(2,634)	(2,044)
Increase (decrease) in temporarily restricted net assets	15,623	17,030	2,030	(9,982)	8,354
Changes in permanently restricted net assets:					
Private gifts, grants and contracts	4,145	5,148	6,904	7,828	9,209
Increase in permanently restricted net assets	4,145	5,148	6,904	7,828	9,209
Increase (decrease) in net assets	64,168	197,208	45,294	(14,164)	105,470
Net assets at beginning of period	432,614	496,782	693,990	739,284	725,120
Net assets at end of period	<u>\$496,782</u>	<u>\$693,990</u>	<u>\$739,284</u>	<u>\$725,120</u>	<u>\$830,590</u>

See the University's consolidated financial statements and the accompanying notes thereto included in Appendix B.

**Fund Raising**

The following table shows the amounts received by the University as private gifts, grants and contracts over the fiscal years ended May 31, 2013 through 2017, as reported in the audited consolidated financial statements of the University for such years:

<b>Period</b>	<b>Total</b>
Year ended May 31, 2013	\$19,177,000
Year ended May 31, 2014	20,334,000
Year ended May 31, 2015	21,051,000
Year ended May 31, 2016	22,672,000
Year ended May 31, 2017	25,409,000

**Investments**

The University pools available resources for investment purposes on an institution-wide basis. Such resources are managed by external professional managers who are selected and monitored by the Investment Committee of the Board of

Trustees. As of May 31, 2017 and May 31, 2016, the total fair value of investments was \$741.1 million and \$647.9 million, respectively.

The following table shows the fair market value of the University's investment portfolio as of the fiscal years ended May 31, 2013 to 2017, as reported in the audited consolidated financial statements of the University for such years.

#### Fair Market Value of Investment Portfolio

Date	Total
May 31, 2013	\$392,223,000
May 31, 2014	651,520,000
May 31, 2015	691,530,000
May 31, 2016	647,856,000
May 31, 2017	741,057,000

As of October 31, 2017, the fair market value of the University's investment portfolio was \$738.1 million. The increase in the market value of the investment portfolio from May 31, 2016 to May 31, 2017 was due to investment returns of \$88.2 million resulting from favorable market conditions and investment manager outperformance; purchase of \$19.9 million in Treasury Bills with operating funds; and the transfer of \$12 million from the sale of the Oakdale property to Board-designated endowment; offset, in part, by a withdrawal of \$27.6 million to settle prior year's endowment spending draw due to operations.

#### Plant Facilities

The book values of the University's plant facilities and accumulated depreciation as of May 31, 2013 through 2017 was as follows:

#### Net Book Value of Plant Assets (000's)

	As of May 31,				
	2013	2014	2015	2016	2017
Land and site improvements.....	\$ 76,164	\$ 89,693	\$ 91,023	\$ 82,016	\$ 82,760
Building and improvements including leasehold improvements and construction in progress.....	723,207	798,584	810,973	812,508	838,737
Furniture and equipment.....	72,119	79,503	87,511	96,321	106,753
Accumulated depreciation.....	(299,796)	(327,091)	(356,693)	(378,449)	(403,618)
Net book value	\$ 571,694	\$ 640,689	\$ 632,814	\$ 612,396	\$ 624,632

On May 23, 2013, the University entered into an agreement to sell its Manhattan campus for \$223.0 million. The sale closed on July 15, 2013 resulting in an operating gain of approximately \$173 million in fiscal year 2014. In July 2014, the University relocated the Manhattan campus to a 70,000 square foot leased facility at 101 Astor Place.

On September 16, 2013, the University purchased an off-campus student residence for approximately \$63.7 million. The University previously leased the property under an operating lease, which had an original expiration date of July 1, 2024. Under the agreement, the University assumed an existing mortgage with an outstanding principal balance of \$42.1 million. In October 2016, the University exercised its option to prepay the mortgage with funds borrowed in 2013.

On June 23, 2016, the University entered into an agreement to sell a parcel of real property for \$22.5 million. The sale closed on September 27, 2016, resulting in an operating gain of approximately \$1.0 million reported in other revenues in the 2017 consolidated statement of activities.



On December 20, 2016, the University sold an off campus residence for \$0.9 million. The resulting operating gain of approximately \$0.5 million is reported in other revenues in the 2017 consolidated statement of activities.

The University currently insures its buildings and contents at the Queens, Staten Island and Manhattan campuses, exclusive of land and building foundations, under blanket insurance policies in the total amount of \$1,000,000,000. Such insurance is based on the estimated total replacement value of all buildings and contents.

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## Outstanding Indebtedness

The table below outlines the outstanding long-term debt of the University as of the end of its fiscal year ended May 31, 2017. At May 31, 2017, the University's outstanding long-term debt was \$509,070,000 (excluding unamortized debt issuance cost of \$5,015,000).

### Outstanding Indebtedness as of May 31, 2017

	Interest Rate	Final Maturity Date in Fiscal Year ended May 31	Outstanding Balance
Dormitory Authority of the State of New York St. John's University Insured Revenue Bonds, Series 2007C <sup>(1)</sup>	5.25% (including unamortized premium of \$2,740,000)	2031	\$108,670,000
Dormitory Authority of the State of New York St. John's University Revenue Bonds, Series 2008B-1 <sup>(1)(2)</sup>	Variable Rate – 5/31/17 rate was 0.76%	2035	57,435,000
Dormitory Authority of the State of New York St. John's University Revenue Bonds, Series 2008B-2 <sup>(1)(2)</sup>	Variable Rate – 5/31/17 rate was 0.75%	2038	65,000,000
Dormitory Authority of the State of New York St. John's University Revenue Bonds , Series 2012A <sup>(1)(2)</sup>	4.0% to 5.0% (including unamortized premium of \$3,852,000)	2029	38,862,000
Dormitory Authority of the State of New York St. John's University Revenue Bonds , Series 2012B <sup>(1)(2)</sup>	5.0% (including unamortized premium of \$3,851,000)	2031	36,366,000
Dormitory Authority of the State of New York St. John's University Revenue Bonds , Series 2013A <sup>(1)</sup>	5.0% (including unamortized premium of \$75,000)	2045	58,010,000
Dormitory Authority of the State of New York St. John's University Revenue Bonds , Series 2013B <sup>(1)</sup>	4.282% to 4.982%	2030	5,995,000
Dormitory Authority of the State of New York St. John's University Revenue Bonds , Series 2015A <sup>(1)</sup>	3.00% to 5.00% (including unamortized premium of \$14,332,000)	2038	119,037,000
Obligations under capital leases	1.34% to 3.92%	due in monthly installments through 2023	19,695,000
Total Indebtedness			<u>\$ 509,070,000</u>

(1) A security interest in the Prior Pledged Revenues has been granted by the University in connection with such indebtedness. See "PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2017A BONDS – Security for Certain Prior Bonds and Issuance of Additional Indebtedness."

(2) Portions of the Series 2012A Bonds, the Series 2012B Bonds, the Series 2008B-1 Bonds and the Series 2008B-2 Bonds will be refunded by the Series 2017A Bonds. See "APPENDIX G – REFUNDED BONDS."

See Note 7 to the University's audited consolidated financial statements included in Appendix B hereto for a more detailed discussion of the indebtedness at May 31, 2017 set forth above.

The University entered into an interest rate swap agreement with an original notional amount of \$58,400,000 to mitigate interest rate risk associated with a portion of the University's variable rate debt. Under the terms of the agreement, as amended, the University pays a fixed rate of 3.30% and receives 64.2% of the 10-year International Swap Dealers Association (ISDA) rate on the notional amount (\$47,275,000 at May 31, 2017). At May 31, 2017 the fair value of the interest rate swap was a liability of \$3,682,000. The change in fair value is reported as non-operating gain or loss in the consolidated statements of activities.

The Henley Road mortgage in the amount of approximately \$42,000,000 was assumed by the University as part of the agreement to purchase the Henley Road Residence. The mortgage was collateralized by the property, carried interest at 6.94%, and was payable in monthly installments equal to the previously existing lease payments that range from \$390,000 to \$550,000 through July 1, 2024. The University prepaid the remaining balance on the mortgage in October 2016.

The University has entered into multiple master lease and sublease agreements with the Dormitory Authority under the Dormitory Authority's Tax Exempt Leasing Program (TELP). Pursuant to the agreements, the University has borrowed \$45,000,000 to fund the purchase of energy efficient equipment and to replace and upgrade various technology equipment. Lease obligations are collateralized by the equipment and are payable in equal monthly installments, including interest, of approximately \$553,000 (expiration dates range from October 1, 2018 through August 10, 2023 and interest rates range from 1.34% to 3.92%).

### **Pension Plans and Other Benefits**

The University has defined-contribution retirement plans covering substantially all academic and nonacademic personnel. Pension costs for the fiscal year ended May 31, 2017 were approximately \$13,379,000.

In addition, the University offers health and life insurance coverage to retired employees and their dependents. The cost of such benefits is paid for by the retirees.

### **Litigation and Other Matters**

Litigation incidental to the normal operation of the University is pending against the University. While the ultimate liability, if any, of the University is not presently determinable, the University believes it has adequate defenses. Such litigation is, to a great extent, covered by insurance. The pending litigation, in the aggregate, is not expected to have a material adverse effect on the University's financial position.

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## **PART 6 – BONDHOLDERS’ RISKS**

*The following is a discussion of certain risks that could affect payments to be made with respect to the Series 2017A Bonds. Such discussion is not exhaustive, should be read in conjunction with all other parts of this Official Statement and should not be considered as a complete description of all risks that could affect such payments. Prospective purchasers of the Series 2017A Bonds should analyze carefully the information contained in this Official Statement, including the appendices hereto, and additional information in the form of the complete documents summarized herein, copies of which are available as described in this Official Statement.*

### **General**

The Series 2017A Bonds are payable from payments to be made by the University under the Loan Agreement. The ability of the University to comply with its obligations under the Loan Agreement depends primarily upon the ability of the University to continue to attract sufficient tuition-paying students to its educational programs, to obtain sufficient revenues from related activities and to maintain sufficient creditworthiness. The University expects that revenues derived from its ongoing operations, together with other available resources, will at all times be sufficient to make the required payments on the Loan Agreement and the University will covenant under the Loan Agreement to make all such payments when due. There are certain risks, however, which might prevent the University from obtaining sufficient revenues from tuition and other sources to meet all of its obligations, including its obligations under the Loan Agreement. Purchasers of the Series 2017A Bonds should bear in mind that the occurrence of any number of events could adversely affect the ability of the University to generate such revenues. Future economic, demographic and other conditions, including the demand for educational services, the ability of the University to provide the services required by students, economic developments in the Queens, New York area and competition from other educational institutions, together with changes in costs, may adversely affect revenues and expenses and, consequently, the ability of the University to provide for payments. The future financial condition of the University could also be adversely affected by, among other things, legislation and regulatory actions, and a number of other conditions which are unpredictable.

### **Financial Assistance**

The amount of available financial assistance is a significant factor in the decision of many students to attend a particular college or university. During the 2016-2017 academic year, approximately 94% of the University’s enrolled students receive some form of financial assistance through the University. The level of financial assistance is directly affected by funding levels of federal, state and other financial aid programs. Any significant reduction in the level of financial assistance offered to prospective students could reduce the number of students enrolling at the University.

### **Investment Income**

The University’s investment program for endowment and similar funds operates under an investment policy statement and guidelines established by the Board, which delegates direct oversight for the investment program to the Investment Committee of the Board. The consolidated endowment pool is managed by external money managers appointed for the purpose by the Investment Committee. Although the unrestricted portion of the University’s endowment funds and the payout therefrom are available for debt service payments on the Series 2017A Bonds, no assurance can be given that unforeseen developments in the securities markets will not have an adverse effect on the market value of those investments and the income generated therefrom.

### **Fund Raising**

The University raises funds to finance its operations and capital development programs from a variety of benefactors. Although it plans to continue those efforts in the future, there can be no assurance that those efforts will be successful. Such efforts may be adversely affected by a number of factors, including general economic conditions and tax law changes affecting the deductibility of charitable contributions.

### **Government Funding**

The federal and state governments provide funding to support education, including tuition assistance. These sources of funding and the governmental programs that support them have been and will continue to be subject to modification and revision due to state and federal policy decisions, legislative action and government funding limitations. The financial

condition of the University could be adversely affected by these actions and the ability of the University to maintain its creditworthiness will be based on its ability to successfully manage the outcome of any such actions.

### **Risks as Employer**

The University is a major employer, combining a complex mix of tenured and untenured full-time faculty, part-time faculty, technical and clerical support staff and other types of workers in a single operation. As with all large employers, the University bears a wide variety of risks in connection with its employees. These risks include discrimination claims, personal tort actions, work-related injuries, exposure to hazardous materials, interpersonal torts (such as between employees or between employees and students) and other risks that may flow from the relationships between employer and employee or between students and employees. Certain of these risks are not covered by insurance, and certain of them cannot be anticipated or prevented in advance.

### **Changes in Law**

Changes in law may impose new or added financial or other burdens on the operations of the University. Developments may include: (i) legislative or regulatory requirements for maintaining status as an organization exempt from taxation as described in Section 501(c)(3) of the Code; or (ii) challenges to State and local exemptions from real property tax and other taxes. It is not possible to predict the scope or effect of future legislative or regulatory actions with respect to taxation of not-for-profit corporations. There can be no assurance that future changes in the laws and regulations will not materially adversely affect the operations and financial condition of the University by requiring it to pay income or real property taxes (or other *ad valorem* taxes).

### **Tax-Exempt Status Change**

Loss of tax-exempt status by the University could result in loss of the exclusion from federal gross income of interest on the Series 2017A Bonds and defaults in covenants regarding the Series 2017A Bonds and other related tax-exempt debt would likely be triggered. However, loss of tax-exempt status by the University would not cause a mandatory redemption or acceleration on the Series 2017A Bonds nor would it cause a change in the interest rates on the Series 2017A Bonds. The maintenance by the University of its Section 501(c)(3) tax-exempt status depends, in part, upon compliance with general rules in the Code and related United States Treasury regulations regarding the organization and operation of tax-exempt entities, including their operation for charitable and educational purposes and their avoidance of transactions that may cause their assets to inure to the benefit of private individuals.

### **Additional Bonds**

Additional Bonds may be issued under the Resolution. Each Series of Bonds will be separately secured under the Resolution from each other Series of Bonds. There is no limit on the amount of additional Bonds that may be issued under the Resolution. See “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT” and “APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION.”

### **Additional Indebtedness**

The University may issue, incur or assume additional indebtedness without limitation, subject to compliance with the conditions contained in the Loan Agreement. See “PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2017A BONDS – Covenants” and “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT.”

### **Certain Matters Relating to Enforceability of the Resolution and Loan Agreement**

The obligation of the University to make payments on the Loan Agreement will be limited as the obligations of debtors typically are affected by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws or by equitable principles affecting the enforcement of creditors’ rights. If the University filed for the reduction of its debts in a proceeding under the federal Bankruptcy Code, the court could approve provisions modifying, eliminating or altering the rights of creditors generally, or any class of them, secured or unsecured. If the University should file a plan of reorganization (“Plan”), when confirmed by the court, such Plan binds all creditors who had notice or knowledge of the Plan and discharges all claims against the debtor as provided for in the Plan. No Plan may be confirmed unless certain conditions are met, among which are that the Plan is in the best interests of creditors, is feasible and has been accepted by each class of claims impaired thereunder. Each class of claims has accepted the Plan if at least two-thirds in dollar amount and more than one-half in number of the allowed claims of the class that are voted with respect to the Plan are cast in its favor. Even if the

Plan is not so accepted, it may be confirmed if the court finds that the Plan is fair and equitable with respect to each class of non-accepting creditors impaired thereunder and does not discriminate unfairly.

In addition, there exists common law authority and authority under State statutes for the ability of the State courts to terminate the existence of a not-for-profit corporation or undertake supervision of its affairs on various grounds, including a finding that such corporation has insufficient assets to carry out its stated charitable purposes or has taken some action which renders it unable to carry out such purposes. Such court action may arise on the court's own motion or pursuant to a petition of the State Attorney General or such other persons who have interests different from those of the general public, pursuant to the common law and statutory power to enforce charitable trusts and to see to the application of their funds to their intended charitable uses.

### **Secondary Market for the Series 2017A Bonds**

There can be no assurance that there will be a secondary market for purchase or sale of the Series 2017A Bonds. From time to time there may be no market for the Series 2017A Bonds depending upon prevailing market conditions, including the financial condition or market position of firms who may make the secondary market, the evaluation of the University's capabilities and the financial condition and results of operations of the University.

### **No Debt Service Reserve Fund for the Series 2017A Bonds**

The Series 2017A Bonds are secured as provided in "PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2017A BONDS." The Resolution permits, but does not require, the establishment of a debt service reserve fund to secure Bonds issued thereunder. There is no debt service reserve fund securing the Series 2017A Bonds. In the event that a debt service reserve fund is hereafter established for a Series of Bonds hereafter issued under the Resolution, such debt service reserve fund will secure only such Series of Bonds and will not secure the Series 2017A Bonds.

### **Hedging Transactions**

As described above under "PART 5 – THE UNIVERSITY – Outstanding Indebtedness," the University entered into an interest rate swap agreement with respect to a portion of its variable rate debt (the "Swap Agreement"). Under certain circumstances, the Swap Agreement could terminate prior to its stated termination date. Therefore, there can be no assurance that the Swap Agreement will remain in place for any period of time.

Additionally, the University may from time to time enter into other hedging arrangements to hedge the interest payable or manage interest cost on certain of their indebtedness, assets, or other derivative arrangements. Changes in the market value of such agreements could have a negative impact on the University's operating results and financial condition, and such impact could be material. The Swap Agreement is, and any future hedging agreement may be, subject to early termination upon the occurrence of certain events. If neither the University nor the counterparty terminate either the Swap Agreement or any hedge agreement entered into in the future when such agreement has a negative value to the University, the University could be obligated to make a substantial termination payment, which could materially adversely affect the financial condition of the University.

### **Revenue Pledge and Mortgage for Prior Bonds**

As security for the Prior Bonds, the University has granted to DASNY a security interest in tuition and fees charged by the University to students for academic instruction (the "Prior Pledged Revenue") and a mortgage on certain property of the University (the "Mortgaged Property"). The Series 2017A Bonds will not be secured by the Prior Pledged Revenue or by a lien on the Mortgaged Property, or by any revenues or assets of the University. See "PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2017A BONDS – Security for Certain Prior Bonds and Issuance of Additional Indebtedness."

## **PART 7 – THE REFUNDING PLAN**

The Refunded Bonds consist of portions of the outstanding (i) DASNY's St. John's University Revenue Bonds (Letter of Credit Secured), Series 2008B-1; (ii) DASNY's St. John's University Revenue Bonds (Letter of Credit Secured), Series 2008B-2; (iii) DASNY's St. John's University Revenue Bonds, Series 2012A and (iv) DASNY's St. John's University Revenue Bonds, Series 2012B. The maturities, respective principal amounts of the Refunded Bonds to be refunded, and the redemption price and redemption date of the Refunded Bonds are set forth in "APPENDIX G – REFUNDED BONDS."

A portion of the proceeds of the Series 2017A Bonds, together with other available money, will be applied to the redemption of the Series 2008B-1 Bonds and the Series 2008B-2 Bonds on January 5, 2018.

A portion of the proceeds of the Series 2017A Bonds, together with other available money, will be deposited, in trust, with the trustee for the Series 2012A Bonds and the Series 2012B Bonds and will be invested in direct obligations of the United States of America or such other investments as are permitted by the resolution pursuant to which the Series 2012A Bonds and the Series 2012B Bonds were issued (the “Defeasance Securities”). The amount so deposited will be sufficient, together with the interest earnings on the Defeasance Securities, to pay, when due, the principal or redemption price of, and the interest to become due on, the Series 2012A Bonds and the Series 2012B Bonds on or prior to their respective maturity or redemption dates. Simultaneously with such deposit, DASNY will give the trustee for the Series 2012A Bonds and the Series 2012B Bonds irrevocable instructions to hold the money so deposited in trust, to give notice of the redemption of the Series 2012A Bonds and the Series 2012B Bonds to be redeemed, and to apply the money so held to the payment when due of the principal or redemption price of and interest to become due on the Series 2012A Bonds and the Series 2012B Bonds on and prior to their respective maturity or redemption dates.

## PART 8 – ESTIMATED SOURCES AND USES OF FUNDS

The estimated sources and uses of funds are as follows:

### Sources of Funds

Principal Amount of Series 2017A Bonds	\$42,580,000
Original Issue Premium	8,515,452
Other Available Money	<u>1,064,500</u>
Total Sources	<u>\$52,159,952</u>

### Uses of Funds

Deposit to Refunding Account	\$51,472,632
Costs of Issuance <sup>1</sup>	457,982
Underwriter’s Discount	<u>229,338</u>
Total Uses	<u>\$52,159,952</u>

<sup>1</sup> Includes legal fees and other costs relating to issuance of the Series 2017A Bonds.

## PART 9 – DASNY

### Background, Purposes and Powers

DASNY is a body corporate and politic constituting a public benefit corporation. DASNY was created in 1944 to finance and build dormitories at State teachers’ colleges to provide housing for the large influx of students returning to college on the G.I. Bill following World War II. Over the years, the State Legislature has expanded DASNY’s scope of responsibilities. Today, pursuant to the Dormitory Authority Act, DASNY is authorized to finance, design, construct or rehabilitate facilities for use by a variety of public and private not-for-profit entities.

DASNY provides financing services to its clients in three major areas: public facilities; not-for-profit healthcare; and independent higher education and other not-for-profit institutions. DASNY issues State-supported debt, including State Personal Income Tax Revenue Bonds and State Sales Tax Revenue Bonds, on behalf of public clients such as The State University of New York, The City University of New York, the Departments of Health and Education of the State, the Office of Mental Health, the Office of People with Developmental Disabilities, the Office of Alcoholism and Substance Abuse Services, the Office of General Services, and the Office of General Services of the State on behalf of the Department of Audit and Control. Other public clients for whom DASNY issues debt include Boards of Cooperative Educational Services (“BOCES”), State University of New York, the Workers’ Compensation Board, school districts across the State and certain cities and counties that have accessed DASNY for the purpose of providing court facilities. DASNY’s private clients include independent colleges and universities, private hospitals, certain private secondary schools, special education schools, facilities for the aged, primary care facilities, libraries, museums, research centers and government-supported voluntary agencies, among others.

To carry out its programs, DASNY is authorized to issue and sell negotiable bonds and notes to finance the construction of facilities for such institutions, to issue bonds or notes to refund outstanding bonds or notes and to lend funds to such institutions. At September 30, 2017, DASNY had approximately \$48.5 billion aggregate principal amount of bonds

and notes outstanding. DASNY also is authorized to make tax-exempt leases, with its Tax-Exempt Leasing Program (TELP). As part of its operating activities, DASNY also administers a wide variety of grants authorized by the State for economic development, education and community improvement and payable to both public and private grantees from proceeds of State Personal Income Tax Revenue Bonds issued by DASNY.

DASNY is a conduit debt issuer. Under existing law, and assuming continuing compliance with tax law, interest on most bonds and notes issued by DASNY has been determined to be excludable from gross income for federal tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended. All of DASNY's outstanding bonds and notes, both fixed and variable rate, are special obligations of DASNY payable solely from payments required to be made by or for the account of the client institution for which the particular special obligations were issued. DASNY has no obligation to pay its special obligations other than from such payments. DASNY has always paid the principal of and interest on all of its obligations on time and in full; however, as a conduit debt issuer, payments on DASNY's special obligations are solely dependent upon payments made by DASNY's client for which the particular special obligations were issued and the security provisions relating thereto.

DASNY also offers a variety of construction services to certain educational, governmental and not-for-profit institutions in the areas of project planning, design and construction, monitoring project construction, purchasing of furnishings and equipment for projects, interior design of projects and designing and managing projects to rehabilitate older facilities.

In connection with the powers described above, DASNY has the general power to acquire real and personal property, give mortgages, make contracts, operate certain 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, borrow money and adopt a program of self-insurance.

DASNY has a staff of approximately 507 employees located in three main offices (Albany, New York City and Buffalo) and at approximately 46 field sites across the State.

## **Governance**

DASNY is governed by an eleven-member board. 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 DASNY meetings. The members of DASNY serve without compensation, but are entitled to reimbursement of expenses incurred in the performance of their duties. One of the appointments to the Board by the Governor is currently vacant.

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

The current members of DASNY are as follows:

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

Alfonso L. Carney, Jr. was reappointed as a Member of DASNY by the Governor on June 19, 2013. Mr. Carney is a principal of Rockwood Partners, LLC, which provides medical consulting services in New York City. He has 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 managed the staff of the Foundation, provided strategic oversight of the administration, communications and legal affairs teams, and developed selected Foundation program initiatives. Mr. Carney has held senior level legal positions with Altria Group Inc., Philip Morris Companies Inc., Philip Morris Management Corporation, Kraft Foods, Inc. and General Foods Corporation. Mr. Carney holds a Bachelor's degree in philosophy from Trinity College and a Juris Doctor degree from the University of Virginia School of Law. His term expired on March 31, 2016 and by law he continues to serve until a successor shall be chosen and qualified.



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

John B. Johnson, Jr. was reappointed as a Member of DASNY by the Governor on June 19, 2013. Mr. Johnson is Chairman of the Board 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 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 expired on March 31, 2016 and by law he continues to serve until a successor shall be chosen and qualified.

SANDRA M. SHAPARD, *Secretary*, Delmar.

Sandra M. Shapard was appointed as a Member of DASNY by the State Comptroller on January 21, 2003. Ms. Shapard served as Deputy Comptroller for the Office of the State Comptroller from 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 the Budget from 1991 to 1994. She began her career in New York State government with the Assembly where 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. 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.

JONATHAN H. GARDNER, ESQ., Buffalo.

Jonathan H. Gardner was appointed as a Member of DASNY by the Governor on June 17, 2014. Mr. Gardner is a partner of the law firm Kavinoky Cook, LLP in Buffalo, New York. His practice areas include corporate and securities law, commercial transactions, private placements, venture capital financing and business combinations representing private and public companies. Mr. Gardner is also an adjunct professor at the University of Buffalo Law School. He holds a Bachelor of Arts degree from Brown University and a Juris Doctor degree from the University of Chicago Law School. Mr. Gardner's term expired on March 31, 2015 and by law he continues to serve until a successor shall be chosen and qualified.

BERYL L. SNYDER, J.D., New York.

Beryl L. Snyder was reappointed as a member of DASNY by the Governor on June 19, 2013. Ms. Snyder is a principal in HBJ Investments, LLC, an investment company where her duties include evaluation and analysis of a wide variety of investments in, among other areas: fixed income, equities, alternative investments and early stage companies. She holds a Bachelor of Arts degree in History from Vassar College and a Juris Doctor degree from Rutgers University. Her current term expired on August 31, 2016 and by law she continues to serve until a successor shall be chosen and qualified.

GERARD ROMSKI, ESQ., Mount Kisco.

Gerard Ronski was reappointed as a Member of DASNY by the Temporary President of the State Senate on May 9, 2016. 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, New York. Mr. Ronski is also of counsel to the New York City law firm of Rich, Intelisano & Katz, LLP. Mr. Ronski holds a Bachelor of Arts degree from the New York Institute of Technology and a Juris Doctor degree from Brooklyn Law School.

PAUL S. ELLIS, ESQ., New York

Paul S. Ellis was appointed as a Member of DASNY by the Speaker of the State Assembly on September 19, 2016. Mr. Ellis is the Managing Member of Paul Ellis Law Group LLC, a law firm with a corporate/ securities/capital markets practice with emphasis on private placements, mergers and acquisitions, venture capital/ private equity transactions and joint ventures. He previously worked for Donovan Leisure Newton & Irvine and Winston & Strawn and served in staff positions in the U.S. Senate and the Massachusetts House of Representatives. He co-founded the New York Technology Council and serves on the Board of the NY Tech Alliance and as Chairman of the Housing Committee of Bronx Community Board 8. He holds a Bachelor of Arts degree from Harvard University and a Juris Doctor degree from Georgetown University Law Center.

MARYELLEN ELIA, *Commissioner of Education of the State of New York*, Loudonville; *ex-officio*.

MaryEllen Elia was appointed by the Board of Regents to serve as Commissioner of Education and President of the University of the State of New York effective July 6, 2015. As Commissioner of Education, Ms. Elia serves as Chief Executive Officer of the State Education Department and as President of the University of the State of New York which is comprised of public and non-public elementary and secondary schools, public and independent colleges and universities, libraries, museums, broadcasting facilities, historical repositories, proprietary schools and services for children and adults with disabilities. Prior to her appointment in New York, Ms. Elia served as Superintendent of Schools in Hillsborough County, Florida for 10 years. She began her career in education in 1970 as a social studies teacher in Buffalo's Sweet Home Central School District and taught for 19 years before becoming an administrator. She holds a Bachelor of Arts degree in History from Daemen College in Buffalo, a Master of Education from the University at Buffalo and a Master of Professional Studies from SUNY Buffalo.

HOWARD A. ZUCKER, M.D., J.D., *Commissioner of Health of the State of New York*, Albany; *ex-officio*.

Howard A. Zucker, M.D., J.D., was appointed Commissioner of Health on May 5, 2015 after serving as Acting Commissioner of Health since May 5, 2014. Prior to that, he served as First Deputy Commissioner leading the State Department of Health's preparedness and response initiatives in natural disasters and emergencies. Before joining the State Department of Health, Dr. Zucker was professor of Clinical Anesthesiology at Albert Einstein College of Medicine of Yeshiva University and a pediatric cardiac anesthesiologist at Montefiore Medical Center. He was also an adjunct professor at Georgetown University Law School where he taught biosecurity law. Dr. Zucker earned his medical degree from George Washington University School of Medicine. He also holds a Juris Doctor degree from Fordham University School of Law and a Master of Laws degree from Columbia Law School.

ROBERT F. MUJICA, JR., *Budget Director of the State of New York*, Albany; *ex-officio*.

Robert F. Mujica Jr. was appointed Director of the Budget by the Governor and began serving on January 14, 2016. 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. Prior to his appointment, Mr. Mujica was Chief of Staff to the Temporary President and Majority Leader of the Senate and concurrently served as the Secretary to the Senate Finance Committee. For two decades, he advised various elected and other government officials in New York on State budget, fiscal and policy issues. Mr. Mujica received his Bachelor of Arts degree in Sociology from Brooklyn College at the City University of New York. He received his Master's degree in Government Administration from the University of Pennsylvania and holds a Juris Doctor degree from Albany Law School.

The principal staff of DASNY is as follows:

GERRARD P. BUSHELL is the President and chief executive officer of DASNY. Mr. Bushell is responsible for the overall management of DASNY's administration and operations. Prior to joining DASNY, Mr. Bushell was Director, Senior Institutional Advisor of BNY Mellon's alternative and traditional investment management businesses. Prior thereto, he held a number of senior advisory roles, including Director, Client Partner Group at Kohlberg Kravis Roberts & Co. (KKR), Managing Director, Institutional Sales at Arden Asset Management LLC and Head of Institutional Sales at ClearBridge: a Legg Mason Company (formerly Citi Asset Management). Mr. Bushell previously served as Director of Intergovernmental Affairs for New York State Comptroller H. Carl McCall. Mr. Bushell holds a Bachelor of Arts degree, Master of Arts degree and Ph.D. in Political Science from Columbia University.

MICHAEL T. CORRIGAN is the Vice President of DASNY, and assists the President in the administration and operation of DASNY. Mr. Corrigan came to DASNY 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 DASNY, he served as the appointed Rensselaer County Executive for a short period. Mr. Corrigan holds a Bachelor of Arts degree in Economics from the State University of New York at Plattsburgh and a Master of Arts degree in Business Administration from the University of Massachusetts.

KIMBERLY J. NADEAU is the Chief Financial Officer and Treasurer of DASNY. As Chief Financial Officer and Treasurer, Ms. Nadeau is responsible for supervising DASNY's investment program, general accounting, accounts payable, accounts receivable, financial reporting functions, budget, payroll, insurance and information services, as well as the development and implementation of financial policies, financial management systems and internal controls for financial

reporting. She previously was Vice President-Accounting and Controller for US Light Energy. Prior to that she was Vice President-Accounting and Controller for CH Energy Group, Inc. and held various positions culminating in a director level position at Northeast Utilities. Ms. Nadeau also held various positions with increasing responsibility at Coopers & Lybrand LLP. She holds a Bachelor of Science degree in Accounting, a Master of Business Administration with a concentration in Management and a Juris Doctor degree from the University of Connecticut. She is licensed to practice law in New York and Connecticut.

MICHAEL E. CUSACK is General Counsel to DASNY. Mr. Cusack is responsible for all legal services including legislation, litigation, contract matters, and the legal aspects of all DASNY financings. In addition, he is responsible for the supervision of DASNY's environmental affairs unit. He is licensed to practice law in the State of New York and the Commonwealth of Massachusetts, as well as the United States District Court for the Northern District of New York. Mr. Cusack has over twenty years of combined legal experience, including management of an in-house legal department and external counsel teams (and budgets) across a five-state region. He most recently served as of counsel to the Albany, New York law firm of Young/Sommer, LLC, where his practice included representation of upstate New York municipalities, telecommunications service providers in the siting of public utility/personal wireless service facilities and other private sector clients. He holds a Bachelor of Science degree from Siena College and a Juris Doctor degree from Albany Law School of Union University.

PORTIA LEE is the Managing Director of Public Finance and Portfolio Monitoring. She is responsible for supervising and directing DASNY bond issuance in the capital markets, implementing and overseeing financing programs, overseeing DASNY's compliance with continuing disclosure requirements and monitoring the financial condition of existing DASNY 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. She holds a Bachelor of Arts degree from the State University of New York at Albany.

STEPHEN D. CURRO is the Managing Director of Construction. Mr. Curro is responsible for DASNY's construction groups, including design, project management, resource acquisition, contract administration, interior design, real property, sustainability and engineering, as well as other technical services. Mr. Curro joined DASNY 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 has worked in the construction industry for more than 30 years. 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.

CAROLINE V. GRIFFIN is the Chief of Staff of DASNY. She is responsible for overseeing intergovernmental relations and managing the Communications & Marketing Department, as well as coordinating policy and operations across DASNY's multiple business lines. Ms. Griffin most recently served as the Director of Intergovernmental Affairs for Governor Andrew M. Cuomo where she worked as the Governor's liaison with federal, state and local elected officials and managed staff serving in various capacities in the Governor's Office. Prior to that she served as the Assistant Executive Deputy Secretary for Governor Andrew M. Cuomo overseeing the operations staff and Assistant Secretary for Intergovernmental Affairs for both Governor David A. Paterson and Governor Eliot Spitzer. She holds a Bachelor of Arts degree in Communications from Boston College.

### **Claims and Litigation**

Although certain claims and litigation have been asserted or commenced against DASNY, DASNY believes that such claims and litigation either are covered by insurance or by bonds filed with DASNY, or that DASNY has sufficient funds available or the legal power and ability to seek sufficient funds to meet any such claims or judgments resulting from such matters.

### **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 DASNY 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. DASNY obtains the approval of the PACB for the issuance of all of its bonds and notes.

*Legislation*

From time to time, bills are introduced into the State Legislature which, if enacted into law, would affect DASNY and its operations. DASNY 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 DASNY) and their financing programs. Any of such periodic studies could result in proposed legislation which, if adopted, would affect DASNY and its operations.

*Environmental Quality Review*

DASNY 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 to the extent such acts and regulations are applicable.

*Independent Auditors*

The accounting firm of KPMG LLP audited the financial statements of DASNY for the fiscal year ended March 31, 2017. Copies of the most recent audited financial statements are available upon request at the offices of DASNY.

**PART 10– LEGALITY OF THE SERIES 2017A BONDS FOR INVESTMENT AND DEPOSIT**

Under New York State law, the Series 2017A Bonds are securities in which all public officers and bodies of the State and all municipalities and municipal subdivisions, all insurance companies and associations, all savings banks and savings institutions, including savings and loan associations, administrators, guardians, executors, trustees, committees, conservators and other fiduciaries in the State may properly and legally invest funds in their control.

The Series 2017A Bonds may be deposited with the State Comptroller to secure deposits of State money in banks, trust companies and industrial banks.

**PART 11– NEGOTIABLE INSTRUMENTS**

The Series 2017A Bonds are negotiable instruments as provided in the Act, subject to the provisions for registration and transfer contained in the Resolution and in the Series 2017A Bonds.

**PART 12 – TAX MATTERS**

**Federal Income Taxes**

*General*

The Internal Revenue Code of 1986, as amended (the “Code”), imposes certain requirements that must be met subsequent to the issuance and delivery of the Series 2017A Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2017A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Series 2017A Bonds. Pursuant to the Series 2017A Resolution, the Loan Agreement and the Tax Certificate, DASNY and the University have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2017A Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, DASNY and the University have made certain representations and certifications in the Series 2017A Resolution, the Loan Agreement and the Tax Certificate. Nixon Peabody LLP will also rely on the opinion of the University’s counsel Bond, Schoeneck & King, PLLC as to all matters concerning the status of the University as an organization described in Section 501(c)(3) of the Code and exempt from federal income tax under Section 501(a) of the Code. Nixon Peabody LLP will not independently verify the accuracy of those representations and certifications or those opinions.

In the opinion of Nixon Peabody LLP, Co-Bond Counsel, under existing law and assuming compliance with the aforementioned covenants, and the accuracy of certain representations and certifications made by DASNY and the University described above, interest on the Series 2017A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Nixon Peabody LLP is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Interest on the Series 2017A Bonds is, however, included in the adjusted current earnings of corporations for purposes of computing the alternative minimum tax imposed on corporations under the Code.

### ***Original Issue Premium***

Series 2017A Bonds sold at prices in excess of their principal amounts are “Premium Bonds.” An initial purchaser with an initial adjusted basis in a Premium Bond in excess of its principal amount will have amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, over the period to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser’s adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

### ***Ancillary Tax Matters***

Ownership of the Series 2017A Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Series 2017A Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Series 2017A Bonds is subject to information reporting to the Internal Revenue Service (the “IRS”) in a manner similar to interest paid on taxable obligations. In addition, interest on the Series 2017A Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Nixon Peabody LLP is not rendering any opinion as to any federal tax matters other than those described in the form of its opinion attached as Appendix E to this Official Statement. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2017A Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

### ***Changes in Tax Law and Post Issuance Events***

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Series 2017A Bonds for federal or state income tax purposes, and thus on the value or marketability of the Series 2017A Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Series 2017A Bonds from gross income for federal or state income tax purposes, or otherwise. We note that there is legislation currently pending in the U.S. Congress which, if enacted, would significantly change the individual and corporate income tax rates and eliminate the alternative minimum tax for corporations effective for tax years beginning after 2017. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Series 2017A Bonds may occur. Prospective purchasers of the Series 2017A Bonds should consult their own tax advisors regarding the impact of any change in law or proposed change in law on the Series 2017A Bonds.

Nixon Peabody LLP has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Series 2017A Bonds may affect the tax status of interest on the Series 2017A Bonds. Nixon Peabody LLP expresses no opinion as to any federal, state or local tax law consequences with respect to the Series 2017A Bonds, or the interest thereon, if any action is taken with respect to the Series 2017A Bonds or the proceeds thereof upon the advice or approval of other counsel.

### **State Taxes – Series 2017A Bonds**

Nixon Peabody LLP and Drohan Lee LLP, Co-Bond Counsels, are also of the opinion that, by virtue of the Act, interest on the Series 2017A Bonds is exempt from personal income taxes of the State of New York and its political subdivisions, including The City of New York and the City of Yonkers.

Co-Bond Counsels express no opinion as to other state or local tax law consequences arising with respect to the Series 2017A Bonds nor as to the taxability of the Series 2017A Bonds or the income derived therefrom under the laws of any jurisdiction other than the State of New York. In all events, investors should consult their own tax advisors in determining the federal, state, local and other tax consequences to them of the purchase, ownership and disposition of the Series 2017A Bonds.

### **PART 13 – STATE NOT LIABLE ON THE SERIES 2017A BONDS**

The Act provides that notes and bonds of DASNY are not a debt of the State, that the State is not liable on them and that such notes and bonds are not payable out of any funds other than those of DASNY. The Resolution specifically provides that the Series 2017A Bonds are not a debt of the State and that the State is not liable on them.

### **PART 14 – COVENANT BY THE STATE**

The Act states that the State pledges and agrees with the holders of DASNY’s notes and bonds that the State will not limit or alter the rights vested in DASNY to provide projects, to establish and collect rentals therefrom and to fulfill agreements with the holders of DASNY’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 DASNY and with the holders of DASNY’s notes or bonds.

### **PART 15 – LEGAL MATTERS**

Certain legal matters incidental to the authorization and issuance of the Series 2017A Bonds by DASNY are subject to the approval of Nixon Peabody LLP, New York, New York and Drohan Lee LLP, New York, New York, Co-Bond Counsels, whose approving opinions will be delivered with the Series 2017A Bonds. The proposed form of Co-Bond Counsels’ opinions is set forth in Appendix E hereto.

Certain legal matters will be passed upon for the University by its counsel, Bond, Schoeneck & King, PLLC, Syracuse, New York. Certain legal matters will be passed upon for the Underwriter by their counsel, Katten Muchin Rosenman LLP, New York, New York.

There is not now pending any litigation restraining or enjoining the issuance or delivery of the Series 2017A Bonds or questioning or affecting the validity of the Series 2017A Bonds or the proceedings and authority under which they are to be issued.

### **PART 16 – UNDERWRITING**

Morgan Stanley & Co. LLC (the “Underwriter”) has agreed, subject to certain conditions, to purchase the Series 2017A Bonds from DASNY at an aggregate purchase price of \$50,866,113.96 (representing the principal amount of the Series 2017A Bonds plus original issue premium of \$8,515,452.30 and net of underwriting discount of \$229,338.34) and to make a public offering of Series 2017A Bonds at prices that are not in excess of the public offering prices (or less than the

yields) stated on the inside cover page of this Official Statement. The Underwriter will be obligated to purchase all such Series 2017A Bonds if any are purchased.

The Series 2017A Bonds may be offered and sold to certain dealers (including the Underwriter) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriter.

Morgan Stanley & Co. LLC, the Underwriter of the Series 2017A Bonds, has entered into a retail distribution arrangement with its affiliate Morgan Stanley Smith Barney LLC. As part of the distribution arrangement, Morgan Stanley & Co. LLC may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, Morgan Stanley & Co. LLC may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Series 2017A Bonds.

The Underwriter and its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Underwriter and its affiliates have, from time to time, performed, and may in the future perform, various investment banking services for DASNY and/or the University, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriter and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of DASNY and/or the University.

The Underwriter and its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

#### **PART 17 – VERIFICATION OF MATHEMATICAL COMPUTATIONS**

Chris D. Berens, CPA, P.C. will deliver to DASNY its report verifying the mathematical accuracy of the mathematical computations of the adequacy of the cash, the maturing principal amounts and the interest on the securities deposited with the trustee for the Refunded Bonds to pay the principal, interest and redemption price coming due on the Refunded Bonds on and prior to their respective maturity or redemption dates as described in “PART 7 – THE REFUNDING PLAN.” Chris D. Berens, CPA, P.C. will express no opinion on the reasonableness of the assumptions provided to them, the likelihood that the principal of and interest on the Series 2017A Bonds will be paid as described in the schedules provided to them, or the exclusion of the interest on the Series 2017A Bonds from gross income for federal income tax purposes.

#### **PART 18 – CONTINUING DISCLOSURE**

In order to assist the Underwriter in complying with Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, the University will enter into a written agreement (the “Continuing Disclosure Agreement”) for the benefit of the Holders of the Series 2017A Bonds with Digital Assurance Certification LLC (“DAC”), as disclosure dissemination agent, the Trustee, and DASNY. The proposed form of Continuing Disclosure Agreement is attached as Appendix F hereto.

The University executed continuing disclosure undertakings (the “Prior Undertakings”) with regard to the Prior Bonds substantially similar to the Continuing Disclosure Agreement. The University believes it is compliant with its Prior Undertakings with respect to Rule 15c2-12 for the past five (5) years.

#### **PART 19 – RATINGS**

Moody’s Investors Service (“Moody’s”) has assigned a rating of “A3” to the Series 2017A Bonds and S&P Global Ratings (“S&P”) has assigned a rating of “A-” to the Series 2017A Bonds. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from the rating agencies at the following addresses: S&P, 55 Water Street, New York, New York 10041 and Moody’s, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. There is no assurance that such ratings will prevail for any given period of

time or that they will not be revised downward or withdrawn entirely by any or all of such rating agencies if, in the judgment of any or all of them, circumstances so warrant. Any such downward revision or withdrawal of such rating or ratings may have an adverse effect on the market price of the Series 2017A Bonds.

## **PART 20 – MISCELLANEOUS**

References in this Official Statement to the Act, the Resolution, the Series 2017A Resolution, the Series 2017A Bond Series Certificate and the Loan Agreement do not purport to be complete. Refer to the Act, the Resolution, the Series 2017A Resolution, the Series 2017A Bond Series Certificate and the Loan Agreement for full and complete details of their provisions. Copies of the Resolution, the Series 2017A Resolution, the Series 2017A Bond Series Certificate and the Loan Agreement are on file with DASNY and the Trustee.

The agreements of DASNY with Holders of the Series 2017A Bonds are fully set forth in the Resolutions. Neither any advertisement of the Series 2017A Bonds nor this Official Statement is to be construed as a contract with purchasers of the Series 2017A Bonds.

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

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

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

“APPENDIX A – CERTAIN DEFINITIONS,” “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT,” “APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION” and “APPENDIX E – FORM OF APPROVING OPINIONS OF CO-BOND COUNSELS” have been prepared by Nixon Peabody LLP, New York, New York and Drohan Lee, LLP, New York, New York, Co-Bond Counsels.

“APPENDIX B – CONSOLIDATED FINANCIAL STATEMENTS OF ST. JOHN'S UNIVERSITY WITH INDEPENDENT AUDITORS' REPORT THEREON” contains the financial statements of the University as of and for the years ended May 31, 2017 and 2016 and the report thereon of KPMG LLP, the University's independent auditors.

The University has reviewed the parts of this Official Statement describing the University, Bondholders' Risks, the principal and interest requirements, the Refunding Plan, the estimated sources and uses of funds and Appendix B. The University, as a condition to issuance of the Series 2017A Bonds, is required to certify that as of the date of this Official Statement and as of the date of issuance of the Series 2017A Bonds, such parts do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which the statements are made, not misleading.

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



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

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

By: /s/ Gerrard P. Bushell  
Authorized Officer

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**APPENDIX A – CERTAIN DEFINITIONS**

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## CERTAIN DEFINITIONS

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

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

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

*“Annual Administrative Fee”* means the fee payable during each Bond Year for the general administrative and supervisory expenses of the Authority as more particularly described in the Loan Agreement.

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

*“Arbitrage Rebate Fund”* means the fund so designated, created and established pursuant to the Resolution.

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

*“Authority Fee”* means the fee payable to the Authority consisting of all of the Authority’s internal costs and overhead expenses attributable to the issuance of the Bonds and the construction of the Project as more particularly described in the Loan Agreement.

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

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

## *Appendix A*

persons authorized by a resolution or the by-laws of the University to perform such act or execute such document; and (iii) in the case of the Trustee, the President, a Vice President, an Assistant Vice President, a Corporate Trust Officer, an Authorized Signatory, an Assistant Corporate Trust Officer, a Trust Officer or an Assistant Trust Officer of the Trustee, and when used with reference to any act or document also means any other person authorized to perform any act or sign any document by or pursuant to a resolution of the Board of Directors of the Trustee or the by-laws of the Trustee.

*“Available Money”* means:

(i) when used in connection with Bonds other than Letter of Credit Secured Bonds, any money unless the Series Resolution authorizing such Bonds or the Bond Series Certificate relating to them otherwise provides; and

(ii) when used in connection with Letter of Credit Secured Bonds:

(A) the proceeds of such Bonds;

(B) money obtained by the Trustee pursuant to the Letter of Credit for such Bonds;

(C) money derived from the remarketing of such Bonds which is directly paid to and held by the Trustee for the payment of the Purchase Price of such Bonds;

(D) money which has been on deposit with the Trustee for at least one hundred twenty-four (124) days (or, if there are any affiliates of the University, three hundred sixty-six (366) days) prior to and during which no petition by or against the Authority or the University, under the United States Bankruptcy Code of 1978, as amended, 11 U.S.C. Sec. 101 et seq. (the **“Bankruptcy Code”**) shall have been filed or any bankruptcy or similar proceeding shall have been commenced, unless such petition or proceeding shall have been dismissed and such dismissal shall be final and not subject to appeal; or

(E) any other money the application of which to the payment of the principal, Redemption Price or purchase price of or interest on such Bond would not, in the opinion of Bond Counsel, constitute a voidable preference in the case of a filing for protection of the Authority or the University under the Bankruptcy Code; and

(F) the proceeds from the investment of money described in clauses (A) through (E) above.

*“Bond”* or *“Bonds”* means any of the bonds of the Authority authorized and issued pursuant to the Resolution and to a Series Resolution.

*“Bond Counsel”* means Nixon Peabody LLP, or an attorney or other law firm appointed by the Authority, having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds.

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

*“Bond Year”* means, unless otherwise provided in a Series Resolution or a Bond Series Certificate with respect to a Series of Bonds, a period of twelve (12) consecutive months beginning July 1 in any calendar year and ending on June 30 of the succeeding calendar year.

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

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

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

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

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

“*Collateral Security*” means a security interest in or pledge or any personal property, tangible or intangible, or mortgage on any real property or interest therein, given or made by the University to secure the University’s obligations under a Loan Agreement.

“*Construction Fund*” means the fund so designated, created and established for a Project by or pursuant to a Series Resolution authorizing the issuance of a Series of Bonds for the purpose of paying or refinancing the Costs of such Project.

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

“*Cost*” or “*Costs of Issuance*” means the items of expense incurred in connection with the authorization, sale and issuance of the Bonds, which items of expense shall include, but not be limited to, document printing and reproduction costs, filing and recording fees, costs of credit ratings, initial fees and charges of the Trustee or a Depository, legal fees and charges, professional consultants’ fees, fees and charges for execution, transportation and safekeeping of Bonds, premiums, fees and charges for insurance on Bonds, commitment fees or similar charges relating to a Letter of Credit, a financial guaranty insurance policy, a Liquidity Facility, a Hedge Agreement or a Remarketing Agent, costs and expenses in connection with the refunding of Bonds or other bonds or notes of the Authority, costs and expenses incurred pursuant to a remarketing agreement and other costs, charges and fees, including those of the Authority, in connection with the foregoing.

“*Cost of Issuance Account*” means the account within the Construction Fund so designated, established and created pursuant to the Resolution.

“*Cost*” or “*Costs of the Project*” means when used in relation to a Project the costs and expenses determined by the Authority to be necessarily or appropriately incurred in connection with the Project, including, but not limited to, (i) costs and expenses of the acquisition of the title to or other interest in real property, including easements, rights-of-way and licenses, (ii) costs and expenses incurred for labor and materials and payments to contractors, builders and materialmen, for the acquisition, construction, reconstruction, rehabilitation, repair and improvement of the Project, (iii) the cost of surety bonds and insurance of all kinds, including premiums and other charges in connection with obtaining title insurance, that may be required or necessary prior to completion of the Project, which is not paid by a contractor or otherwise provided for, (iv) the costs and expenses for design, environmental inspections and assessments, test borings, surveys, estimates, plans and specifications and preliminary investigations therefor, and for supervising construction of the Project, (v) costs and expenses required for the acquisition and installation of equipment or machinery, (vi) all other costs which the University shall be required to pay or cause to be paid for the acquisition, construction, reconstruction, rehabilitation, repair, improvement and equipping of the Project, (vii) any sums required to reimburse the University or the Authority for

## Appendix A

advances made by them for any of the above items or for other costs incurred and for work done by them in connection with the Project (including interest on money borrowed from parties other than the University), (viii) interest on the Bonds, bonds, notes or other obligations of the Authority issued to finance Costs of the Project that accrued prior to, during and for a reasonable period after completion of the acquisition, construction, reconstruction, rehabilitation, repair, improvement or equipping of the Project, and (ix) fees, expenses and liabilities of the Authority incurred in connection with the Project or pursuant to the Resolution or to the Loan Agreements, a Letter of Credit, a financial guaranty insurance policy in connection with Bonds, a Liquidity Facility or a Remarketing Agreement in connection with Option Bonds or Variable Interest Rate Bonds.

“*Counterparty*” means any person with which the Authority or the University has entered into a Hedge Agreement, *provided that*, at the time the Hedge Agreement is executed, the senior or uncollateralized long-term debt obligations of such person, or of any person that has guaranteed for the term of the Hedge Agreement the obligations of such person thereunder, are rated, without regard to qualification of such rating by symbols such as “+” or “-” and numerical notation, not lower than in the third highest rating category by each Rating Service.

“*Debt Service Fund*” means, when used in connection with a Series of Bonds, the fund so designated, created and established by or pursuant to the Series Resolution authorizing the issuance of such Series of Bonds.

“*Debt Service Reserve Fund*” means, when used in connection with a particular Series of Bonds, a reserve fund for the payment of the principal and Sinking Fund Installments of and interest on such Series of Bonds, as so designated, created and established by the Authority by or pursuant to the Series Resolution authorizing the issuance of such Series of Bonds.

“*Debt Service Reserve Requirement*” means the amount of money required to be deposited in a Debt Service Reserve Fund as determined in accordance with the Series Resolution pursuant to which such Debt Service Reserve Fund has been established.

“*Defeasance Security*” means:

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

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

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

(iv) any other investments acceptable to the Rating Service(s) for defeasance.



Notwithstanding the foregoing, for purposes of (i), (ii) and (iii) above, such term shall not include (1) any interest in a unit investment trust or mutual fund or (2) any obligation that is subject to redemption prior to maturity other than at the option of the holder thereof.

*“Deferred Income Bond”* means any Bond as to which interest accruing thereon prior to the Interest Commencement Date of such Bond is compounded on each Valuation Date for such Deferred Income Bond, and as to which interest accruing after the Interest Commencement Date is payable semiannually on July 1 and January 1 of each Bond Year (unless otherwise provided in a Series Resolution or a Bond Series Certificate with respect to a Series of Bonds).

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

*“Determination of Taxability”* means, when used with respect to a Tax Exempt Bond, a final determination by any court of competent jurisdiction or a final determination by the Internal Revenue Service to which the Authority shall consent or from which no timely appeal shall have been taken, in each case to the effect that interest on such Bond is includable in the gross income of the Holder thereof for purposes of federal income taxation.

*“Exempt Obligation”* means:

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

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

(iii) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, wholly comprised of any of the foregoing obligations.

*“Federal Agency Obligation”* means:

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

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

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

## Appendix A

(iv) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a – 7 of the Investment Company Act of 1940, as amended, wholly comprised of any of the foregoing obligations.

“*Fiscal Year*” means a twelve month period beginning June 1<sup>st</sup> of a calendar year and ending on May 31<sup>st</sup> of the next subsequent calendar year, or such other twelve month period as the University may elect as its Fiscal Year.

“*Government Obligation*” means:

- (i) a direct obligation of the United States of America;
- (ii) an obligation the principal of and interest on which are fully insured or guaranteed as to payment by the United States of America;
- (iii) an obligation to which the full faith and credit of the United States of America are pledged;
- (iv) a certificate or other instrument which evidences the beneficial ownership of, or the right to receive all or a portion of the payment of the principal of or interest on, any of the foregoing; and
- (v) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a – 7 of the Investment company Act of 1940, as amended, wholly comprised of any of the foregoing obligations.

“*Governmental Requirements*” means any present and future laws, rules, orders, ordinances, regulations, statutes, requirements and executive orders applicable to the Project, of the United States, the State and any political subdivision thereof, and any agency, department, commission, board, bureau or instrumentality of any of them, now existing or after created, and having or asserting jurisdiction over the Project or any part thereof.

“*Insurance Consultant*” means a person or firm selected by the University which is qualified to survey risks and to recommend insurance coverage for the University and organizations engaged in like operations.

“*Intercreditor Agreement*” means an agreement by and among, *inter alia*, the Authority, the Trustee, creditors of the University, with respect to (i) the relative priorities of the liens upon the Shared Collateral, (ii) limitations or conditions upon their respective rights to enforce, foreclose or realize upon such liens, and (iii) the application of any money realized from the enforcement, foreclosure or other realization upon such liens.

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

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

“*Letter of Credit*” means an irrevocable direct-pay letter of credit for the benefit of the Trustee pursuant to which the issuer thereof is obligated, upon a drawing made by the Trustee in accordance with the terms of such letter of credit, to advance to the Trustee amounts to pay the principal and Sinking Fund Installments of and interest on such Bonds, as the same becomes due whether or not the Authority is in default under the Resolution or the University is in default under a Loan Agreement that is issued by (i) a bank, savings bank, savings and loan

association or trust company organized under the laws of any state of the United States of America and authorized to do business in the State, (ii) a trust company, (iii) a national banking association, (iv) an organization subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, (v) a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, or (vi) a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America.

*“Letter of Credit Secured Bond”* means a Bond in connection with which a Letter of Credit has been issued.

*“Lien”* means any mortgage, pledge, lien, charge, security interest or assignment in the nature thereof (including any conditional sales agreement, equipment trust agreement, or other title retention agreement) or other encumbrance of whatsoever nature.

*“Liquidity Facility”* means a Letter of Credit, a surety bond, a loan agreement, a Standby Purchase Agreement, a line of credit or other agreement or arrangement pursuant to which money may be obtained by the Trustee upon the terms and conditions contained therein for the purchase of Bonds tendered for purchase in accordance with the terms of the Series Resolution authorizing such Bonds or the Bond Series Certificate relating to such Bonds.

*“Liquidity Facility Provider”* means, when used in connection with any particular Bonds, the issuer or provider of a Liquidity Facility related to such Bond.

*“Loan Agreement”* means the Loan Agreement, dated as of December 13, 2017, by and between the Authority and the University, as the same may from time to time be amended, supplemented or otherwise modified as permitted by the Resolution and by the Loan Agreement;

*“Management Consultant”* means a nationally recognized accounting or management consulting firm or other similar firm, experienced in reviewing and assessing University and university operations, acceptable to the Authority.

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

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

*“Moody’s”* means Moody’s Investor Service, Inc. or its successors or assigns.

*“Official Statement”* means an official statement, offering memorandum or circular or other offering document relating to and in connection with the sale of the Bonds.

*“Opinion of Bond Counsel”* means an opinion of Bond Counsel to the effect that the action proposed to be taken will not cause interest on the Bonds to which such action relates to be includable in the gross income of the owners of such Bonds for purposes of federal income taxation and that such action is authorized or permitted by the Resolution and by the applicable Series Resolution and Bond Series Certificate.

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

## *Appendix A*

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

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

“*Parity Indebtedness*” means any indebtedness for borrowed money issued, incurred, assumed or guaranteed by the University, other than pursuant to a Loan Agreement, that is secured by Collateral Security that, pursuant to an Intercreditor Agreement or otherwise, is of equal priority with the lien of such Collateral Security securing the University’s obligations under one or more Loan Agreements.

“*Permitted Collateral*” means:

(i) Government Obligations described in clauses (i), (ii) or (iii) of the definition of Government Obligation:

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

(iii) commercial paper that (a) matures within two hundred seventy (270) days after its date of issuance, (b) is rated in the highest short term rating category by at least one Rating Service and (c) is issued by a domestic corporation whose unsecured senior debt is rated by at least one Rating Service no lower than in the second highest rating category;

(iv) financial guaranty agreements, surety or other similar bonds or other instruments of an insurance company that has an equity capital of at least \$125,000,000 and is rated by Bests Insurance Guide or a Rating Service in the highest rating category: and

(v) bankers’ acceptances issued by a bank rated in the highest short term rating category by at least one Rating Service and having maturities of not longer than three hundred sixty five (365) days from the date they are pledged.

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

- (i) Government Obligations;
- (ii) Federal Agency Obligations;
- (iii) Exempt Obligations;

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

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

(vi) commercial paper issued by a domestic corporation rated, at the time an investment therein is made or the same is deposited in any fund or account under the Resolution, in the highest short term rating category by at least one Rating Service and having maturities of not long than two hundred seventy (270) days from the date of purchase;

(vii) bankers' acceptances issued by a bank rated, at the time an investment therein is made or the same is deposited in any fund or account under the Resolution, in the highest short term rating category by at least one Rating Service and having maturities of not longer than three hundred sixty five (365) days from the date they are purchased;

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

(ix) a share or interest in a mutual fund, partnership or other fund registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a – 7 of the Investment Company Act of 1940, as amended, whose objective is to maintain a constant share value of \$1.00 per share and that is rated, at the time an investment therein is made or the same is deposited in any fund or account under the Resolution, in the highest short term rating category by at least one Rating Service.

“*Project*” means a “dormitory” as defined in the Act, which may include more than one part, financed in whole or in part from the proceeds of the sale of Bonds, as more particularly described in the Resolution, in or pursuant to a Series Resolution or in or pursuant to a Bond Series Certificate.

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

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

(ii) a bank, a trust company, a national banking association, a corporation subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, a savings bank, a savings and loan association, an insurance company or association chartered or organized under the laws of the United States of America, any state of the United States of America or any foreign nation,

## Appendix A

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

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

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

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

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

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

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

*“Refunded Bonds”* means the Authority’s St. John’s University Revenue Bonds, Series 2008B-1 (Letter of Credit Secured), St. John’s University Revenue Bonds, Series 2008B-2 (Letter of Credit Secured), St. John’s University Revenue Bonds, Series 2012A and St. John’s University Revenue Bonds, Series 2012B of the maturities and respective principal amounts set forth in Schedule D to the Loan Agreement.

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

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

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

*“Resolution”* means the St. John’s University Revenue Bond Resolution, adopted by the Authority June 20, 2012, as from time to time amended or supplemented by Supplemental Resolutions or Series Resolutions in accordance with the terms and provisions under the Resolution.

*“Restricted Gift”* means any gift, grant or bequest of money or other property made or given by any person the use of which has been restricted by such person to paying any cost or expense that constitutes a Cost of the Project.

*“Revenues”* means, when used in connection with the Bonds of any particular Series:

(i) all payments received or receivable by the Authority that pursuant to the Loan Agreement entered into in connection with such Series of Bonds are required to be paid to the Trustee, other than payments to the Trustee for (A) the administrative costs and expenses or fees of the Trustee, (B) deposit to the Arbitrage Rebate Fund, or (C) deposit to any fund or account established by or pursuant to such Series Resolution for the payment of the purchase price of Option Bonds tendered or deemed to have been tendered for purchase, and (D) deposit to any fund or account established by or pursuant to such Series Resolution for repayment of advances made by a Liquidity Facility Provider for payment of the purchase price of Option Bonds; and

(ii) all amounts received as a consequence of the enforcement of a Loan Agreement, including but not limited to amounts derived from the foreclosure or sale of or other realization upon any lien upon property of the University given to secure the University’s obligation under such Loan Agreement.

*“Serial Bond”* means any Bond so designated in a Series Resolution or a Bond Series Certificate.

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

*“Series 2017A Bonds” or “Bonds”* means the Bonds authorized by the Series 2017A Resolution.

*“Series 2017A Resolution”* means the resolution of the Authority adopted December 13, 2017 entitled “Series Resolution Authorizing Up To \$88,000,000 St. John’s University Revenue Bonds,” which resolution authorized the issuance of the Bonds, together with the Bond Series Certificate, dated as of December 21, 2017, executed by the Authority in connection with issuance of the Bonds, in each case as the same may be amended, supplemented or otherwise modified.

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

*“Shared Collateral”* means the lien of any Collateral Security securing the University’s obligations under a Loan Agreement that, in accordance with an Intercreditor Agreement or otherwise, is of equal priority with the lien on such Collateral Security that secures the University’s obligations under one or more other Loan Agreements or on Parity Indebtedness.

## Appendix A

“*Sinking Fund Installment*” means, as of any date of calculation:

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

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

“*Standby Purchase Agreement*” means an agreement by and between the Authority and another person or by and among the Authority, the University and another person, pursuant to which such person is obligated to purchase an Option Bond or a Variable Interest Rate Bond tendered for purchase.

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

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

“*Tax Certificate*” means a certificate executed by an Authorized Officer of the Authority and the University, including the appendices, schedules and exhibits thereto, executed in connection with the issuance of the Bonds in which the Authority and the University make representations and agreements as to compliance with the provisions of Section 141 through 150, inclusive, of the Code, or any similar certificate, agreement or other instrument made, executed and delivered in lieu of said certificate, in each case as the same may be amended or supplemented.

“*Tax Exempt Bond*” means any Bond as to which Bond Counsel has rendered an opinion to the effect that interest on it is excluded from gross income for purposes of federal income taxation.

“*Term Bond*” means any Bond so designated in a Series Resolution or a Bond Series Certificate and payable from Sinking Fund Installments.

“*Trustee*” means the bank or trust company appointed as Trustee for the Bonds pursuant to the Resolution and having the duties, responsibilities and rights provided for in the Resolution, and its successor or successors and any other bank or trust company which may at any time be substituted in its place pursuant to the Resolution.

“*University*” means St. John’s University, New York, an institution for higher education located in the State and authorized to confer degrees by law or by the Board of Regents of the State or any successor thereto.

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



forth in the Series Resolution authorizing such Bond or in the Bond Series Certificate relating to such Bond on which specific Appreciated Values are assigned to such Deferred Income Bond.

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

- (i) a percentage or percentages or other function of an objectively determinable interest rate or rates (e.g., a prime lending rate) which may be in effect from time to time or at a particular time or times; or
- (ii) a stated interest rate that may be changed from time to time as provided in such Series Resolution or Bond Series Certificate;

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

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

*“Verification Report”* means, when used in connection with any Bonds for the payment of which Defeasance Obligations and money has been deposited with the Trustee in accordance with the Resolution, a letter or other written report verifying the accuracy of the arithmetical computations which establish the adequacy of such money and Defeasance Securities for such purpose.

*“Winning Bid Rate”* shall have the meaning given to such term in the Resolution.

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**APPENDIX B – CONSOLIDATED FINANCIAL STATEMENTS OF ST. JOHN’S UNIVERSITY  
WITH INDEPENDENT AUDITORS’ REPORT THEREON**

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**ST. JOHN'S UNIVERSITY**

Consolidated Financial Statements

May 31, 2017 and 2016

(With Independent Auditors' Report Thereon)



KPMG LLP  
345 Park Avenue  
New York, NY 10154-0102

## Independent Auditors' Report

The Board of Trustees  
St. John's University:

We have audited the accompanying consolidated financial statements of St. John's University (the University), which comprise the consolidated balance sheets as of May 31, 2017 and 2016, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of St. John's University as of May 31, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

**KPMG LLP**

September 25, 2017

**ST. JOHN'S UNIVERSITY**

Consolidated Balance Sheets

May 31, 2017 and 2016

(Amounts in thousands)

Assets	2017	2016
Cash and cash equivalents	\$ 14,045	26,173
Accounts receivable:		
Students (net of allowance of \$4,384 and \$3,805 in 2017 and 2016, respectively)	6,700	4,896
Other	12,854	10,836
Contributions receivable, net (note 5)	11,956	13,364
Investments, at fair value (notes 3 and 11)	741,057	647,856
Other assets	9,553	8,010
Student loans receivable (net of allowance of \$2,621 and \$2,474 in 2017 and 2016, respectively)	15,638	17,292
Funds held by bond trustees (notes 7 and 11)	18,868	53,664
Assets held for sale (note 6)	—	20,439
Plant assets, net (notes 6 and 7)	624,632	612,396
Total assets	\$ 1,455,303	1,414,926
<b>Liabilities and Net Assets</b>		
Liabilities:		
Accounts payable and accrued expenses	\$ 74,077	73,014
Deferred revenues and other liabilities	21,689	24,025
Voluntary separation offer (note 14)	2,565	10,145
Present value of annuities payable	4,821	2,979
Interest rate swap liability (notes 7 and 11)	3,682	5,046
Refundable U.S. government advances	13,824	14,161
Long-term debt (note 7)	504,055	560,436
Total liabilities	624,713	689,806
Commitments and contingencies (notes 11, 13, and 15)		
Net assets (note 4):		
Unrestricted	648,289	560,382
Temporarily restricted (note 9)	67,166	58,812
Permanently restricted (note 9)	115,135	105,926
Total net assets	830,590	725,120
Total liabilities and net assets	\$ 1,455,303	1,414,926

See accompanying notes to consolidated financial statements.

**ST. JOHN'S UNIVERSITY**  
Consolidated Statements of Activities  
Years ended May 31, 2017 and 2016  
(Amounts in thousands)

	<u>2017</u>	<u>2016</u>
Changes in unrestricted net assets:		
Operating revenues:		
Tuition and fees (net of scholarship allowances of \$246,809 in 2017 and \$223,427 in 2016)	\$ 348,995	348,282
Investment return utilized (note 3)	26,286	26,362
Private gifts, grants, and contracts	13,602	12,177
Government grants and contracts	12,560	9,611
Auxiliary enterprises	69,007	69,118
Other revenues	12,552	5,984
Net assets released from restrictions	9,998	7,575
Total operating revenues	<u>493,000</u>	<u>479,109</u>
Operating expenses (note 10):		
Instruction	186,513	181,921
Research	6,228	6,378
Academic support	61,174	58,192
Student services	47,496	44,931
Institutional support	75,388	76,398
Auxiliary enterprises	78,044	82,036
Total operating expenses	<u>454,843</u>	<u>449,856</u>
Net operating revenues	38,157	29,253
Nonoperating activities:		
Investment return in excess of (less than) amount utilized in operations (note 3)	44,571	(40,741)
Change in fair value of interest rate swap (note 7)	1,364	(522)
Other	3,815	—
Increase (decrease) in unrestricted net assets	<u>87,907</u>	<u>(12,010)</u>
Changes in temporarily restricted net assets:		
Investment return, net (note 3)	17,798	(2,440)
Private gifts, grants, and contracts	2,598	2,667
Net assets released from restrictions	(9,998)	(7,575)
Contributions receivable write-offs	(2,044)	(2,634)
Increase (decrease) in temporarily restricted net assets	<u>8,354</u>	<u>(9,982)</u>
Changes in permanently restricted net assets:		
Private gifts, grants, and contracts	9,209	7,828
Increase in permanently restricted net assets	<u>9,209</u>	<u>7,828</u>
Increase (decrease) in net assets	105,470	(14,164)
Net assets at beginning of year	<u>725,120</u>	<u>739,284</u>
Net assets at end of year	<u>\$ 830,590</u>	<u>725,120</u>

See accompanying notes to consolidated financial statements.



**ST. JOHN'S UNIVERSITY**

Consolidated Statements of Cash Flows

Years ended May 31, 2017 and 2016

(Amounts in thousands)

	<u>2017</u>	<u>2016</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 105,470	(14,164)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Change in fair value of interest rate swap	(1,364)	522
Gain on sale of properties	(1,407)	—
Loss on disposal of plant assets	1,010	—
Depreciation	37,800	37,290
Amortization of deferred bond issuance costs	482	506
Amortization of bond premium	(2,550)	(2,821)
Bad debt expense – student accounts receivable	1,950	950
Bad debt expense and cancellations and write-offs – student loans	293	275
Contributions receivable write-offs	2,044	2,634
Net (appreciation) depreciation in fair value of investments	(83,444)	23,106
Contributions restricted for permanent investment and capital	(10,230)	(9,147)
Changes in operating assets and liabilities:		
Student accounts receivable	(3,754)	447
Other receivables	482	5,378
Nonendowment and noncapital contributions receivable	(93)	662
Other assets	(1,543)	(1,825)
Noncapital accounts payable and accrued expenses	(1,417)	(2,238)
Voluntary separation offer	(7,580)	(12,308)
Deferred revenues and other liabilities	(2,336)	(593)
Net cash provided by operating activities	<u>33,813</u>	<u>28,674</u>
Cash flows from investing activities:		
Plant assets acquired	(51,391)	(37,311)
Change in accounts payable and accrued expenses related to plant asset acquisitions	2,480	372
Proceeds from sale of properties	22,191	—
Purchase of investments	(189,032)	(89,748)
Sale of investments	179,275	110,316
Student loans – disbursements	(1,840)	(1,707)
Student loans – collections	3,201	3,736
Net cash used in investing activities	<u>(35,116)</u>	<u>(14,342)</u>
Cash flows from financing activities:		
Proceeds from line of credit	15,000	20,000
Repayment of line of credit	(15,000)	(20,000)
Payment of long-term debt principal	(54,313)	(20,145)
Change in funds held by bond trustees	34,796	1,900
Contributions restricted for permanent investment and capital	10,230	9,147
Change in other receivable for capital	(2,500)	—
Change in endowment and capital contributions receivable	(543)	486
Change in present value of annuities payable	1,842	(617)
Change in refundable U.S. government advances	(337)	(245)
Net cash used in financing activities	<u>(10,825)</u>	<u>(9,474)</u>
Net (decrease) increase in cash and cash equivalents	(12,128)	4,858
Cash and cash equivalents at beginning of year	<u>26,173</u>	<u>21,315</u>
Cash and cash equivalents at end of year	\$ <u>14,045</u>	\$ <u>26,173</u>
Supplemental disclosure of cash flow information:		
Cash paid during the year for interest	\$ 20,760	20,597

See accompanying notes to consolidated financial statements.

## ST. JOHN'S UNIVERSITY

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

### (1) Organization

St. John's University, founded by the Vincentian community in 1870, is an independent not-for-profit institution of higher education, accredited by the Middle States Association of Colleges and Secondary Schools and by the State of New York Department of Education. St. John's University is one of the largest Catholic universities in the United States with more than 20,000 students on six campuses/sites – Queens, Staten Island, Manhattan, and Hauppauge in New York; Rome, Italy; and Paris, France. St. John's University offers undergraduate and graduate degree programs in over 100 majors.

The consolidated financial statements of St. John's University include the accounts of the following affiliates (collectively referred to as the University):

- St. John's Paris Association, a separately incorporated French affiliate, incorporated in August 2008.
- St. John's University SRL (Rome SRL), a separately incorporated Italian affiliate, incorporated in January 2009.

The purpose of these affiliates is to provide a study abroad experience to American students, and especially students of the University, in France and Italy.

### (2) Summary of Significant Accounting Policies

The significant accounting policies followed by the University are described below:

#### (a) Basis of Presentation

The University's consolidated financial statements are prepared on the accrual basis of accounting in accordance with U.S. generally accepted accounting principles (GAAP). All material intercompany transactions and balances have been eliminated.

The net assets of the University and changes therein are classified and reported as follows:

*Unrestricted net assets* – Net assets that are not subject to donor-imposed restrictions. In addition, changes to this category of net assets include restricted gifts whose donor-imposed restrictions were met in the year received, through the passage of time, or through fulfillment of the restricted purpose.

*Temporarily restricted net assets* – Net assets subject to donor-imposed restrictions that will be met either by actions of the University or the passage of time. Expirations of temporary restrictions on net assets are reported as net assets released from restrictions in the accompanying consolidated statements of activities.

*Permanently restricted net assets* – Net assets subject to donor-imposed restrictions, which stipulate that the principal be maintained permanently by the University, but permit the University to expend part or all of the income and gains derived therefrom.

Revenues and gains and losses on investments and other assets and liabilities are reported as changes in unrestricted net assets unless limited by explicit donor-imposed restrictions or by law. Expenses are reported as decreases in unrestricted net assets.

## ST. JOHN'S UNIVERSITY

### Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

The University delineates changes in unrestricted net assets as operating or nonoperating activities. Nonoperating activities include investment return in excess of or less than the amount utilized in operations in accordance with the University's spending rate policy, change in the fair value of interest rate swaps, and nonrecurring items.

#### **(b) Use of Estimates**

The preparation of the consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingencies at the date of the financial statements and the reported amounts of revenues and expenses during the year. Actual results could differ from those estimates. Significant items subject to such estimates and assumptions include the useful lives of plant assets; allowances for doubtful student accounts and loans; allowance for uncollectible contributions receivable; depreciation on plant assets; valuation of investments, interest rate swaps, annuities payable; unemployment and medical insurance costs for the Voluntary Separation Offer (VSO); and allocation of functional expenses.

#### **(c) Cash Equivalents**

Cash equivalents consist of money market accounts, savings accounts, and certificates of deposit purchased with original maturities of three months or less, except for such instruments purchased by the University as part of their ongoing long-term investment strategies.

#### **(d) Fair Value**

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

For financial and nonfinancial instruments measured at fair value on a recurring basis, the University uses the three tiered hierarchy to categorize those assets and liabilities based on the valuation methodologies employed. This hierarchy is defined as follows:

Level 1 – Valuation based on quoted or published prices (unadjusted) in an active market that are accessible at the measurement date for identical assets or liabilities. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2 – Valuations based on observable inputs other than Level 1 prices such as quoted or published prices for similar assets or liabilities.

Level 3 – Valuations based on unobservable inputs are used when little or no market data is available.

## ST. JOHN'S UNIVERSITY

### Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

#### **(e) Investments**

The University's investments (including investments held by bond trustees) are reported at estimated fair value based upon quoted or published market prices or, with respect to alternative investments, at estimated fair value using net asset values as a practical expedient, provided by the general partners of limited partnerships or other external investment managers. These net asset values are reviewed and evaluated by the University. Due to the inherent uncertainties of these estimates, these values may differ from the values that would have been used had a ready market existed for such investments.

The University follows Accounting Standards Update (ASU) No. 2015-07, *Disclosures for Investments in Certain Entities That Calculate Net Asset Value per Share (or its Equivalent)*, which removes the requirements to categorize within the fair value hierarchy all investments for which fair value is measured using the net asset value per share practical expedient and removes the requirement to make certain disclosures for all investments that are eligible to be measured at fair value using the net asset value per share practical expedient.

#### **(f) Contributions**

Contributions, including unconditional promises to give (pledges), are recognized initially at fair value as revenues in the period received or pledged. Contributions subject to donor-imposed restrictions that are met in the same reporting period are reported as unrestricted revenues.

Contributions with purpose or time restrictions that are not met in the same reporting period as received are reported as increases in temporarily restricted net assets and are reclassified to unrestricted net assets when the purpose or time restrictions are met. Contributions subject to donor-imposed stipulations that the corpus be maintained permanently are recognized as increases in permanently restricted net assets.

Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value.

The University reports contributions of plant assets as increases in unrestricted net assets unless the donor places restrictions on their use. Contributions expected to be received after one year are discounted at a risk-adjusted rate of return. Amortization of the discount is recorded as additional contribution revenue in accordance with the donor-imposed restrictions, if any, on the contribution.

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

**(g) Plant Assets**

Plant assets are stated at cost. Library books are not capitalized. Depreciation of plant assets is computed on a straight-line basis over the estimated useful lives as follows:

Buildings	50 years
Building improvements	20 to 40 years
Site improvements	10 to 20 years
Leasehold improvements	Shorter of remaining lease term or useful life
Furniture and equipment	4 to 10 years

**(h) Deferred Revenues and Other Liabilities**

The University recognizes revenue from student tuition and fees within the fiscal year in which the academic term is predominately conducted. Amounts collected in advance of such revenue recognition are deferred.

Other liabilities primarily include amounts received in advance from service providers, and tenant improvement allowances from landlords which are recognized over the life of the contract.

As of May 31, deferred revenues and other liabilities consisted of the following:

	<u>2017</u>	<u>2016</u>
Deferred student tuition and fees	\$ 7,443	7,712
Other liabilities (note 13)	14,246	16,313
Total	<u>\$ 21,689</u>	<u>24,025</u>

**(i) Refundable U.S. Government Advances**

Funds provided by the U.S. government under the Federal Perkins and Health Professions Student Loan programs are loaned to qualified students and may be reloaned after collection. These funds are ultimately refundable to the U.S. government and are presented in the accompanying consolidated balance sheets as a liability.

**(j) Tax Status**

The University is exempt from federal income taxes under the provisions of Section 501(c)(3) of the Internal Revenue Code, except for any unrelated business income activities. A portion of the activities of the Paris Association is subject to corporate income and value added tax (VAT) under the provisions of the French Tax Code. The activities of the Rome SRL are subject to corporate and VAT taxes under the provisions of the Italian Tax Code. The University recognizes the effects of income tax positions only if those positions are more likely than not of being sustained. The University evaluates, on an annual basis, the effects of any uncertain tax positions on its consolidated financial statements. As of May 31, 2017 and 2016, the University has not identified or provided for any such positions.

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

**(k) Reclassifications**

Certain amounts in the 2016 consolidated financial statements have been reclassified to conform to the 2017 presentation.

**(3) Investments**

As of May 31, the fair value of investments consisted of the following:

	<u>2017</u>	<u>2016</u>
Cash equivalents	\$ 15,414	10,112
Equities – domestic	208,954	213,124
Equities – international	108,457	120,891
Commodities	106	70
Real estate investment trusts	196	175
Fixed income securities	51,517	37,730
Commingled funds	101,956	39,698
Alternative investments	254,457	226,056
Total	<u>\$ 741,057</u>	<u>647,856</u>

Investments at May 31, 2017 and 2016 include nonendowment funds with original maturities of greater than three months of \$20,237 and \$287, respectively, for operating and capital use, and funds relating to split interest agreements of \$4,335 and \$4,193, respectively.

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

The University's investment return was as follows:

	<u>2017</u>	<u>2016</u>
Pooled investments:		
Dividends and interest	\$ 7,747	7,392
Net appreciation (depreciation) in fair value	83,069	(22,860)
Investment expenses	<u>(2,795)</u>	<u>(1,817)</u>
	88,021	(17,285)
Short-term and other nonpooled investments, including those held by the bond trustees	<u>634</u>	<u>466</u>
Total	<u>\$ 88,655</u>	<u>(16,819)</u>
Reported in the consolidated statements of activities as follows:		
Unrestricted operating revenue	\$ 26,286	26,362
Unrestricted nonoperating revenue	44,571	(40,741)
Temporarily restricted revenue	<u>17,798</u>	<u>(2,440)</u>
	<u>\$ 88,655</u>	<u>(16,819)</u>

**(4) Endowment Funds**

The University's endowment consists of over 500 individual funds established for a number of purposes. The endowment includes donor-restricted funds and funds designated by the Board of Trustees (the Board) of the University, including operating surpluses, to function as endowments. Net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

**(a) Spending Policy**

The University established a spending rate policy designed to preserve the value of these investments in real terms and provide a predictable flow of funds to support operations. Presently, the University's spending rate is equal to 5% of the fair value of the investment pool based on a three-year moving average as of May 31 of each year.

**(b) Return Objectives**

The endowment assets are invested in a manner that is intended to earn, over a full market cycle, a compound annual rate of return in excess of inflation, the spending rate, and fund expenses while maintaining a moderate risk level considered prudent based upon all the facts and circumstances known at that time. The University pools its investments and manages them to achieve a prudent long-term total return.

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

**(c) Interpretation of Relevant Law**

Pursuant to the investment policy approved by the Board, the University has interpreted the New York Prudent Management of Institutional Funds Act (NYPMIFA) as allowing the University to appropriate for expenditure or accumulate so much of a donor-restricted endowment fund as the University deems prudent for the uses, benefits, purposes, and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift instrument absent explicit donor stipulations to the contrary. The University considers the duration and preservation of the fund, the purposes of the University and endowment funds, general economic conditions, the possible effect of inflation and deflation, the expected total return from income and the appreciation of investments, the University's investment policy, and certain other resources in making a determination to appropriate or accumulate endowment funds.

Appreciation on donor-restricted endowment funds is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the University. The amounts appropriated for expenditure are based on the endowment spending rate, which is approved by the Board as part of the University's operating budget.

**(d) Funds with Deficiencies**

From time to time, the fair value of assets associated with a permanently restricted fund may fall below the fund's original value. Deficiencies of this nature are reported in unrestricted net assets. Subsequent gains that restore the fair value of such fund to the required level are classified as an increase in unrestricted net assets. As of May 31, 2017 and 2016, the fair values of certain endowment funds were below their original corpuses. Those deficits totaled approximately \$104 and \$585, respectively.

The tables below present the endowment net assets, excluding contributions receivable of \$5,145 and \$3,795 at May 31, 2017 and 2016, respectively, by type of fund:

	2017			Total
	Unrestricted	Temporarily restricted	Permanently restricted	
Donor-restricted endowment funds	\$ (104)	37,872	108,008	145,776
Board-designated/operating surplus endowment funds	570,709	—	—	570,709
Total endowment	\$ 570,605	37,872	108,008	716,485



**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

	<b>2016</b>			<b>Total</b>
	<b>Unrestricted</b>	<b>Temporarily restricted</b>	<b>Permanently restricted</b>	
Donor-restricted endowment funds	\$ (585)	27,064	100,912	127,391
Board-designated/operating surplus endowment funds	515,985	—	—	515,985
Total endowment	\$ 515,400	27,064	100,912	643,376

The tables below present the changes in endowment net assets for the years ended May 31:

	<b>2017</b>			<b>Total</b>
	<b>Unrestricted</b>	<b>Temporarily restricted</b>	<b>Permanently restricted</b>	
Endowment net assets, May 31, 2016	\$ 515,400	27,064	100,912	643,376
Investment return:				
Investment income, net	3,983	969	—	4,952
Net appreciation	66,720	16,349	—	83,069
Total investment return	70,703	17,318	—	88,021
New gifts	99	—	5,753	5,852
Appropriation for expenditure	(26,132)	(6,335)	—	(32,467)
Transfers and other changes	10,535	(175)	1,343	11,703
Endowment net assets, May 31, 2017	\$ 570,605	37,872	108,008	716,485

	<b>2016</b>			<b>Total</b>
	<b>Unrestricted</b>	<b>Temporarily restricted</b>	<b>Permanently restricted</b>	
Endowment net assets, May 31, 2015	\$ 549,022	42,957	93,683	685,662
Investment return:				
Investment income, net	4,529	1,046	—	5,575
Net depreciation	(18,757)	(4,103)	—	(22,860)
Total investment return	(14,228)	(3,057)	—	(17,285)
New gifts	159	—	7,034	7,193
Appropriation for expenditure	(26,513)	(6,257)	—	(32,770)
Transfers and other changes	6,960	(6,579)	195	576
Endowment net assets, May 31, 2016	\$ 515,400	27,064	100,912	643,376

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

As of May 31, 2017 and 2016, \$27,143 and \$27,586, respectively, was due from the University's endowment funds to operations.

**(5) Contributions Receivable**

Contributions receivable were as follows at May 31:

	<u>2017</u>	<u>2016</u>
Amounts expected to be collected in:		
Less than one year	\$ 3,631	5,898
One to five years	3,158	2,993
More than five years	9,813	8,938
	<u>16,602</u>	<u>17,829</u>
Less:		
Discount for net present value (1.59%–6.00%)	(3,896)	(3,715)
Allowance for uncollectible amounts	(750)	(750)
	<u>\$ 11,956</u>	<u>13,364</u>

Pledges from five donors accounted for 67% and 70% of gross contributions receivable at May 31, 2017 and 2016, respectively.

**(6) Plant Assets**

Plant assets at May 31 consisted of the following:

	<u>2017</u>		
	<u>Cost</u>	<u>Accumulated depreciation</u>	<u>Net carrying value</u>
Land	\$ 27,708	—	27,708
Site improvements	55,052	44,467	10,585
Buildings	551,233	179,578	371,655
Building improvements	261,677	125,762	135,915
Leasehold improvements	25,827	7,263	18,564
Furniture and equipment	106,753	46,548	60,205
Total	<u>\$ 1,028,250</u>	<u>403,618</u>	<u>624,632</u>

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

	<b>2016</b>		
	<b>Cost</b>	<b>Accumulated depreciation</b>	<b>Net carrying value</b>
Land	\$ 27,708	—	27,708
Site improvements	54,308	42,148	12,160
Buildings	551,671	169,467	382,204
Building improvements	236,136	117,751	118,385
Leasehold improvements	24,701	5,731	18,970
Furniture and equipment	96,321	43,352	52,969
Total	<u>\$ 990,845</u>	<u>378,449</u>	<u>612,396</u>

On June 23, 2016, the University entered into an agreement to sell a parcel of real property for \$22,500. The sale closed on September 27, 2016, resulting in an operating gain of approximately \$956 reported in other revenues in the accompanying 2017 consolidated statement of activities.

On December 20, 2016, the University sold an off-campus residence for \$850. The resulting operating gain of approximately \$451 is reported in other revenues in the accompanying 2017 consolidated statement of activities.

**(7) Long-Term Debt**

The University's plant includes acquisition and construction costs for various facilities financed through revenue obligations of the Dormitory Authority of the State of New York (the Dormitory Authority) and capital leases. The following obligations were outstanding at May 31:

	<b>2017</b>	<b>2016</b>
Dormitory Authority:		
St. John's University, Insured Revenue Bonds, Series 2007C, 5.25%, due from 2019 to 2031 (including unamortized premium of \$2,740 and \$3,414 in 2017 and 2016, respectively) (Series 2007C Bonds) (a)	\$ 108,670	109,344
St. John's University, Revenue Bonds, Series 2008B-1, variable rate demand bonds due from 2017 to 2035 (interest rate at May 31, 2017 was 0.76% and 2016 was 0.41%) (Series 2008B-1 Bonds) (b) (c)	57,435	61,380
St. John's University, Revenue Bonds, Series 2008B-2, variable rate demand bonds due from 2017 to 2038 (interest rate at May 31, 2017 was 0.75% and 2016 was 0.39%) (Series 2008B-2 Bonds) (b) (c)	65,000	65,945

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

	<u>2017</u>	<u>2016</u>
St. John's University, Revenue Bonds, Series 2012A, 4.00% to 5.00%, due from 2017 to 2029 (including unamortized premium of \$3,852 and \$4,430 in 2017 and 2016, respectively) (Series 2012A Bonds) (d)	\$ 38,862	43,460
St. John's University, Revenue Bonds Series 2012B, 5.00%, due from 2017 to 2031 (including unamortized premium of \$3,851 and \$4,246 in 2017 and 2016, respectively) (Series 2012B Bonds) (d)	36,366	39,667
St. John's University, Revenue Bonds, Series 2013A, 5.00%, due from 2039 to 2045 (including unamortized premium of \$75 and \$77 in 2017 and 2016, respectively) (Series 2013A Bonds) (e)	58,010	58,012
St. John's University, Revenue Bonds Series 2013B, 4.282% to 4.982%, due from 2019 to 2030 (Series 2013B Bonds) (e)	5,995	5,995
St. John's University, Revenue Bonds, Series 2015A, 3.00% to 5.00%, due from 2019 to 2038 (including unamortized premium of \$14,332 and \$15,233 in 2017 and 2016, respectively) (Series 2015A Bonds) (f)	119,037	119,938
Henley Road Mortgage (e) (g)	—	36,412
Obligations under capital leases (h)	<u>19,695</u>	<u>25,780</u>
Subtotal	509,070	565,933
Less unamortized debt issuance cost	<u>(5,015)</u>	<u>(5,497)</u>
	<u>\$ 504,055</u>	<u>560,436</u>

- (a) Under agreements with the Dormitory Authority, the University issued revenue bonds to finance construction, renovations, furnishings, and information technology upgrades. The University has granted the Dormitory Authority a security interest in tuition revenue equal to the maximum annual debt service in any one year, and a mortgage on certain property, including certain fixtures, furnishings, and equipment.
- (b) The Series 2008B-1 Bonds and Series 2008B-2 Bonds are secured by letters of credit that are scheduled to expire in October 2018.

## ST. JOHN'S UNIVERSITY

### Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

- (c) The University entered into an interest rate swap agreement with an original notional amount of \$58,400 to mitigate interest rate risk associated with a portion of the University's variable rate debt. Under the terms of the agreement, as amended, the University pays a fixed rate of 3.30% and receives 64.20% of the 10-year International Swap Dealers Association (ISDA) rate on the notional amount (\$47,275 at May 31, 2017). At May 31, 2017 and 2016, the fair value of the interest rate swap was a liability of \$3,682 and \$5,046, respectively. The change in fair value is reported as nonoperating gain or loss in the accompanying consolidated statements of activities.
- (d) The Series 2012A and 2012B Bonds were issued in order to reduce the University's overall interest costs, with the proceeds being used to refund Series 1998, Series 2001A, Series 2005A Insured Revenue Bonds, and Series 2008A Variable Rate Demand Bonds. These funds were deposited in irrevocable trusts with an escrow agent and used to purchase noncancelable U.S. government securities to provide for future debt service payments of the advanced refunded portion of the bonds. In conjunction with the creation of these trusts, the Dormitory Authority released the University from its obligation relating to the advance refunded portion of the bonds.
- (e) The Series 2013A and 2013B Bonds were issued in order to acquire the Henley Road Residence, an off-campus student residence hall that was previously leased. A portion of the Series 2013A Bonds was used to reimburse the University for approximately \$22,200 for cash paid by the University for the residence. In addition, a portion of the proceeds of the Series 2013A Bonds (\$35,000) was used to prepay the Henley Road Mortgage in October 2016. The proceeds of the Series 2013B Bonds (Taxable) was used to pay capitalized interest and cost of issuance on the 2013A Bonds.
- (f) The Series 2015A Bonds were issued in order to reduce the University's overall interest costs, with the proceeds being used to refund Series 2007A Insured Revenue Bonds. These funds were deposited in irrevocable trusts with an escrow agent and used to purchase noncancelable U.S. government securities to provide for future debt service payments of the advanced refunded portion of the bonds. In conjunction with the creation of these trusts, the Dormitory Authority released the University from its obligation relating to the advance refunded portion of the bonds. Accordingly, the trustee assets and the refunded portion of the bonds are not reflected in the accompanying consolidated financial statements.
- (g) The Henley Road mortgage in the amount of approximately \$42,000 was assumed by the University as part of the agreement to purchase the Henley Road Residence. The mortgage was collateralized by the property, carried interest at 6.94%, and was payable in monthly installments equal to the previously existing lease payments that range from \$390 to \$550 through July 1, 2024. The University prepaid the remaining balance on the mortgage in October 2016.
- (h) The University has entered into multiple master lease and sublease agreements with the Dormitory Authority under the Dormitory Authority's Tax Exempt Leasing Program (TELP). Pursuant to the agreements, the University has borrowed \$45,000 to fund the purchase of energy efficient equipment and to replace and upgrade various technology equipment. Lease obligations are collateralized by the equipment and are payable in equal monthly installments, including interest, of approximately \$553 (expiration dates range from October 1, 2018 through August 10, 2023 and interest rates range from 1.34% to 3.92%).

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

Future debt service payments, assuming an interest rate of 3.00% on the Series 2008B-1 Bonds and the Series 2008B-2 Bonds, are as follows:

	<u>Principal</u>	<u>Interest</u>	<u>Total debt service</u>
Year ending May 31:			
2018	\$ 18,776	20,679	39,455
2019	20,621	19,982	40,603
2020	21,771	19,185	40,956
2021	22,079	18,291	40,370
2022	22,175	17,374	39,549
Thereafter	<u>378,798</u>	<u>151,564</u>	<u>530,362</u>
	484,220	<u>247,075</u>	<u>731,295</u>
Plus unamortized premium	24,850		
Less unamortized debt issuance cost	<u>(5,015)</u>		
	<u>\$ 504,055</u>		

The University is required to establish and deposit with bond trustees certain funds for the benefit of bondholders. Bond trustees invest such amounts as permitted under the applicable bond agreements until they are withdrawn to affect the purposes for which they were generated. Deposits held by bond trustees, at fair value, consisted of the following at May 31:

	<u>2017</u>	<u>2016</u>
Debt service funds	\$ 18,868	18,207
Construction funds	—	35,457
	<u>\$ 18,868</u>	<u>53,664</u>

**(8) Pension and Other Retirement Benefits**

The University has defined-contribution retirement plans covering substantially all academic and nonacademic personnel. Costs for the years ended May 31, 2017 and 2016 were approximately \$13,379 and \$13,250, respectively.

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

**(9) Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets at May 31, consisting principally of endowment appreciation and contributions receivable, were available for the following purposes:

	<u>2017</u>	<u>2016</u>
Future periods for general University purposes	\$ 7,235	9,132
Scholarship programs	36,240	27,627
Educational programs	22,303	18,836
Capital improvements	99	906
Charitable remainder trusts to support educational and scholarship programs	1,289	2,311
	<u>\$ 67,166</u>	<u>58,812</u>

Permanently restricted net assets at May 31, are restricted to investment in perpetuity, with investment return available to support the following activities:

	<u>2017</u>	<u>2016</u>
Scholarship programs	\$ 78,358	73,704
Educational programs	31,642	27,862
Other programs	3,153	3,141
Charitable remainder trusts to support educational and scholarship programs	1,982	1,219
	<u>\$ 115,135</u>	<u>105,926</u>

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

**(10) Allocation of Certain Expenses**

The University allocates operation and maintenance of plant, depreciation, and interest expense based on proportional expenditures using estimates of building square footage and the functional use of each facility financed by debt. Expenses by functional classification after allocating operations and maintenance, depreciation and interest are as follows for the year ended May 31, 2017 (with comparative totals for the year ended May 31, 2016):

	Prior to allocation	Operation and maintenance of plant	Depreciation	Interest	After allocation	2016 Total
Instruction	\$ 154,768	17,199	11,525	3,021	186,513	181,921
Research	4,988	663	577	—	6,228	6,378
Academic support	52,021	5,277	3,506	370	61,174	58,192
Student services	31,716	8,912	6,802	66	47,496	44,931
Institutional support	61,611	7,016	3,608	3,153	75,388	76,398
Auxiliary enterprises	36,188	18,175	11,782	11,899	78,044	82,036
Year ended May 31, 2017	<u>\$ 341,292</u>	<u>57,242</u>	<u>37,800</u>	<u>18,509</u>	<u>454,843</u>	
Year ended May 31, 2016	\$ 334,414	58,537	37,290	19,615	449,856	<u>449,856</u>

Fundraising expenses are included in institutional support. For the years ended May 31, 2017 and 2016, such costs were \$7,342 and \$7,984, respectively.

**(11) Fair Value of Financial Instruments**

The fair value of investments in debt and equity securities is based upon quoted or published market prices. The fair value of commingled funds and alternative investments are based on net asset values provided by the external investment managers and assessed by management for reasonableness. The fair value of the interest rate swap is calculated by the counterparty to the agreement using an income approach, and assessed by management for reasonableness.

A reasonable estimate of the fair value of student loans receivable under government loan programs could not be made because the notes are not marketable and can only be assigned to the U.S. government or its designees. The fair value of notes receivable from students under the University's loan programs approximates carrying value.

The University's commingled funds and alternative investments are allocated among the following investment strategies (amounts as of May 31, 2017):

*Commingled funds* (\$101,956) consist of funds representing beneficial interests in investment trusts that invest in portfolios of global public equity and fixed income and related securities. These investments have monthly redemption intervals with notice periods ranging from 6 to 45 days.



**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

*Hedge funds* (\$165,841) consist of investments in fund of funds and direct hedge funds across a broad range of strategies (e.g., long/short, long-biased, global macro, event driven, and relative value). These investments contain various restrictions with liquidation dates ranging from 65 to 365 days. In addition, certain investments have lock up periods expiring in fiscal year 2019 or allow for partial quarterly redemption with the remainder retained by fund managers until the issuance of their respective financial statements.

*Private equity and debt funds* (\$55,103) consist of investments in funds of funds and direct private funds across a broad range of strategies (e.g., buyout, distressed, growth, venture capital, secondaries, and private debt). Under the terms of certain private equity and direct lending agreements, the University had open commitments of approximately \$64,917 at May 31, 2017. These investments are generally less liquid, and redemption of these investments is at the discretion of the manager over the duration of the investment term.

*Real estate funds* (\$33,513) consist of funds formed to invest in various real estate and real estate-related investments (e.g., equity in real property, first mortgage and mezzanine debt, public and private equity, debt in real estate companies, and structured products). These investments are generally less liquid and redemption of these investments is at the discretion of the fund over the duration of the investment term.

As of May 31, the following tables summarize the redemption frequency by category of commingled funds and alternative investments:

		<b>2017</b>				
		<b>Commingled funds</b>	<b>Hedge funds</b>	<b>Private equity funds</b>	<b>Real estate funds</b>	<b>Total</b>
Redemption frequency:						
Monthly	\$	101,956	—	—	—	101,956
Quarterly		—	102,241	—	—	102,241
Semiannual		—	30,034	—	—	30,034
Lockup		—	33,566	—	—	33,566
No redemptions		—	—	55,103	33,513	88,616
Total	\$	<u>101,956</u>	<u>165,841</u>	<u>55,103</u>	<u>33,513</u>	<u>356,413</u>

		<b>2016</b>				
		<b>Commingled funds</b>	<b>Hedge funds</b>	<b>Private equity funds</b>	<b>Real estate funds</b>	<b>Total</b>
Redemption frequency:						
Monthly	\$	39,698	—	—	—	39,698
Quarterly		—	91,355	—	—	91,355
Semiannual		—	20,891	—	—	20,891
Lockup		—	42,322	—	—	42,322
No redemptions		—	—	38,696	32,792	71,488
Total	\$	<u>39,698</u>	<u>154,568</u>	<u>38,696</u>	<u>32,792</u>	<u>265,754</u>

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

The following tables present the University's fair value hierarchy for investments, funds held by bond trustees, and bond interest rate swap measured at fair value as of May 31, 2017 and 2016. The charitable trusts included in investments have a corresponding liability of \$3,046 and \$2,979 at May 31, 2017 and 2016, respectively.

Assets	2017			Total
	Level 1	Level 2	Level 3	
Investments:				
Cash equivalents	\$ 15,414	—	—	15,414
Equities – domestic:				
Common stock	39,315	—	—	39,315
Mutual funds	104,043	245	—	104,288
Exchange traded funds	1,202	—	—	1,202
Common trust funds	63,675	474	—	64,149
Equities – international:				
Exchange traded funds	898	—	—	898
Common trust funds	—	364	—	364
Mutual funds	107,056	139	—	107,195
Fixed income securities:				
Income funds – fixed	—	176	—	176
U.S. Treasury notes – fixed	—	132	—	132
U.S. Treasury bills	19,949	—	—	19,949
U.S. Treasury bonds – fixed	—	26	—	26
Corporate bonds – fixed	201	129	—	330
Common trust funds	—	224	—	224
Mutual funds	30,281	399	—	30,680
Real Estate Investment Trusts	164	32	—	196
Commodities	106	—	—	106
	<u>382,304</u>	<u>2,340</u>	<u>—</u>	<u>384,644</u>
Investments measured at net asset value (or its equivalent)				<u>356,413</u>
Total investments				<u>741,057</u>
Funds held by bond trustees:				
Cash equivalents	144	—	—	144
Fixed income securities:				
U.S. Treasury notes	18,659	—	—	18,659
U.S. Treasury bills	65	—	—	65
	<u>18,868</u>	<u>—</u>	<u>—</u>	<u>18,868</u>
Total assets	\$ <u>401,172</u>	<u>2,340</u>	<u>—</u>	<u>759,925</u>
<b>Liabilities</b>				
Interest rate swap	\$ —	(3,682)	—	(3,682)

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

Assets	2016			Total
	Level 1	Level 2	Level 3	
Investments:				
Cash equivalents	\$ 10,112	—	—	10,112
Equities – domestic:				
Common stock	35,841	—	—	35,841
Mutual funds	106,032	251	—	106,283
Exchange traded funds	815	—	—	815
Common trust funds	69,769	416	—	70,185
Equities – international:				
Publicly traded funds	68	—	—	68
Exchange traded funds	688	—	—	688
Common trust funds	—	286	—	286
Mutual funds	119,630	219	—	119,849
Fixed income securities:				
Income funds – fixed	199	—	—	199
U.S. Treasury notes – fixed	138	—	—	138
U.S. Treasury bonds – fixed	212	27	—	239
Corporate bonds – fixed	—	112	—	112
Common trust funds	—	309	—	309
Mutual funds	36,257	476	—	36,733
Real Estate Investment Trusts	175	—	—	175
Commodities	70	—	—	70
	<u>380,006</u>	<u>2,096</u>	<u>—</u>	<u>382,102</u>
Investments measured at net asset value (or its equivalent)				<u>265,754</u>
Total investments				<u>647,856</u>
Funds held by bond trustees:				
Cash equivalents	375	—	—	375
Fixed income securities:				
U.S. Treasury notes	17,928	—	—	17,928
U.S. Treasury bills	57	—	—	57
U.S. Debt securities:				
Federal home discount note	260	—	—	260
Freddie Mac discount note	15	—	—	15
Federal national mortgage association	194	—	—	194
Federal home loan banks	—	34,835	—	34,835
	<u>18,829</u>	<u>34,835</u>	<u>—</u>	<u>53,664</u>
Total assets	\$ <u>398,835</u>	<u>36,931</u>	<u>—</u>	<u>701,520</u>
<b>Liabilities</b>				
Interest rate swap	\$ —	(5,046)	—	(5,046)

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

**(12) Line of Credit**

The University maintains a two-year committed line of credit for \$50,000. Borrowings under the line bear interest at LIBOR plus 50 basis points. A fee of 5 basis points is also charged on the unused portion.

At May 31, 2017 and 2016, there were no amounts outstanding under the line. The line of credit expires on March 31, 2018.

**(13) Lease Commitments**

The University has entered into operating leases for certain facilities, which expire at various dates through July 2030. Future minimum rental lease commitments are as follows:

Year ending May 31:		
2018	\$	4,635
2019		4,716
2020		4,443
2021		4,032
2022		4,117
Thereafter		31,372
	\$	<u>53,315</u>

Rent expense for the years ended May 31, 2017 and 2016 was \$4,089 and \$4,079, respectively.

In December 2013, the University entered into a lease for 71,000 square feet of space for its Manhattan campus at Astor Place, expiring in July 2030. The lease terms provided for a free rent period through July 2015 and tenant improvement allowances (TI allowance) in the amount of \$6,000. Free rent, TI allowance, and charges are accounted for on a straight-line basis over the life of the lease and are recorded as other liabilities in the consolidated balance sheets.

**(14) Voluntary Separation Offer**

During the year ended May 31, 2014, the University extended a Voluntary Separation Offer (VSO) to eligible staff, administrators, and tenured faculty. The VSO provides for separation allowances comprising salary based on length of service and fringe benefits, principally medical coverage, if eligible, and tuition remission. In 2014, the University recorded a VSO charge of \$32,637 that will be payable through August 31, 2017.

**(15) Contingent Liabilities**

The University is a defendant in various lawsuits arising in the normal course of business. Management does not expect the ultimate resolution of these actions to have a material adverse effect on the University's financial position.

**ST. JOHN'S UNIVERSITY**

Notes to Consolidated Financial Statements

May 31, 2017 and 2016

(Amounts in thousands)

**(16) Subsequent Events**

Non-law school faculty members are covered under the terms of a collective bargaining agreement that expired in June 2017. The University is currently in the process of renegotiating the agreement.

The University evaluated events subsequent to May 31, 2017 through September 25, 2017, the date on which the consolidated financial statements were issued, and determined that no additional disclosures are required.

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**APPENDIX C – SUMMARY OF CERTAIN PROVISIONS  
OF THE LOAN AGREEMENT**

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

The following is a brief summary of certain provisions of the Loan Agreement. Such summary does not purport to be complete and reference is made to the Loan Agreement for full and complete statements of such and all provisions. Defined terms used herein shall have the meanings ascribed to them in Appendix A.

### **Construction of Projects**

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

*(Section 5)*

### **Project Amendment**

The Project may be amended with the prior written consent of the Authority, which consent will not be unreasonably withheld, to decrease, increase or otherwise modify the scope thereof. Any such increase may provide for the addition of any further acquisition, design, construction, reconstruction, rehabilitation, renovation, improving, or otherwise providing, furnishing and equipping of the Project which the Authority is authorized to undertake. The University shall provide such moneys as in the reasonable judgment of the Authority may be required for the cost of completing the Project in excess of the money in the Construction Fund, whether such money is required as a result of an increase in the scope of the Project or otherwise.

*(Section 6)*

### **Financial Obligations; Nature of Obligations.**

(a) Except to the extent that money is available therefor under the Resolution or under the Loan Agreement, including money in the Debt Service Fund (other than money required to pay the Redemption Price or purchase price of Outstanding Bonds theretofore called for redemption or contracted to be purchased, plus interest accrued to the date of redemption or purchase), and excluding interest accrued but unpaid on investments held in the Debt Service Fund, the University by the Loan Agreement unconditionally agrees to pay, or cause to be paid, to or upon the order of the Authority, from its general funds or any other money legally available to it:

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

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

(iii) On each June 10<sup>th</sup> and December 10<sup>th</sup>, the interest coming due on the Bonds on the next succeeding interest payment therefor;

(iv) On each June 10<sup>th</sup>, the principal and the Sinking Fund Installments coming due on the next succeeding July 1<sup>st</sup>;

(v) Unless the redemption of Bonds at the option of the Authority or any purchase thereof in lieu of optional redemption is subject to the condition that sufficient money is available on the redemption date or the purchase date, on or prior to the date any notice of optional redemption or

## *Appendix C*

purchase in lieu of optional redemption is given, the Redemption Price or purchase price of the Bonds previously called for redemption or to be purchased;

(vi) On December 10<sup>th</sup> of each Bond Year, one-half (1/2) of the Annual Administrative Fee payable during such Bond Year, and on June 10<sup>th</sup> of each Bond Year the balance of the Annual Administrative Fee payable during such Bond Year;

(vii) Promptly after notice from the Authority, but in any event not later than fifteen (15) days after such notice is given, the amount set forth in such notice as payable to the Authority (i) for the Authority Fee then unpaid, (ii) to reimburse the Authority for payments made by it pursuant to paragraph (e) of this section and any expenses or liabilities incurred by the Authority pursuant to the Loan Agreement, (iii) to reimburse the Authority for any external costs or expenses incurred by it attributable to the issuance of the Bonds or the financing or construction of the Project, including, but not limited to, costs and expenses of insurance and auditing, (iv) for the costs and expenses incurred by the Authority to compel full and punctual performance by the University of all the provisions of the Loan Agreement, in accordance with the terms of the Loan Agreement, and (v) for the fees and expenses of the Trustee and any Paying Agent in connection with performance of their duties under the Resolution and the Series Resolution;

(viii) Promptly upon demand by the Authority (a copy of which demand shall be furnished to the Trustee), all amounts required to be paid by the University as a result of an acceleration pursuant to the Loan Agreement; and

(ix) Promptly upon demand by the Authority, the difference between the amount on deposit in the Arbitrage Rebate Fund or otherwise available therefor for the payment of any rebate required by the Code to be made and the amount required to be rebated to the Department of the Treasury of the United States of America in accordance with the Code in connection with the Bonds.

Subject to the provisions of the Loan Agreement and of the Resolution or the Series Resolution, the University shall receive a credit against the amount required to be paid by the University during a Bond Year pursuant to paragraph (iv) of this subsection (a) on account of a Sinking Fund Installment if, prior to the date notice of redemption is given for the redemption of the Bonds to be redeemed through such Sinking Fund Installment prior to the succeeding July 1, the University delivers to the Trustee for cancellation one or more Bonds to be so redeemed on such July 1. The amount of the credit shall be equal to the principal amount of the Bonds so delivered.

The Authority by the Loan Agreement directs the University, and the University by the Loan Agreement agrees to make: (1) the payments required by subparagraphs (iii) and (viii) of this paragraph (a), directly to the Trustee for deposit in the Debt Service Fund and application in accordance with the Resolution or the Series Resolution; (2) the payments required by subparagraph (v) of this paragraph (a), directly to the Trustee for payment of the Redemption Price or purchase price of Bonds called for optional redemption or purchase in lieu of optional redemption; (3) the payments required by subparagraph (ii) of this paragraph (a), directly to the Trustee for deposit in the Construction Fund or other fund or account established under the Resolution or the Series Resolution, as directed by the Authority; (4) the payments required by subparagraph (vii) of this paragraph (a), directly to the Trustee for application in accordance with the Resolution; (5) the payments required by subparagraph (xi) of this paragraph (a), directly to the Trustee for deposit in the Arbitrage Rebate Fund, and (6) the payments required by subparagraphs (i) and (vi) of this paragraph (a), directly to the Authority.

(b) Notwithstanding any provision in the Loan Agreement or in the Resolution or the Series Resolution to the contrary (except as otherwise specifically provided for in this paragraph), (1) all money paid by the University to the Trustee pursuant to subparagraphs (iii), (iv) and (viii) of paragraph (a) of this subsection (other than money received by the Trustee pursuant to the Resolution which shall be retained and applied by the Trustee for its own account) shall be received by the Trustee as agent for the Authority in satisfaction of the University's indebtedness to the Authority with respect to the interest on and principal or Redemption Price of the Bonds to the extent of such payment are applied to the payment of the principal

or Redemption Price of or interest on the Bonds, and (2) the transfer by the Trustee of any money (other than money described in clause (1) of this paragraph (b)) held by it in the Construction Fund to the Debt Service Fund in accordance with the applicable provisions of the Loan Agreement or of the Resolution shall be deemed, upon such transfer, receipt by the Authority from the University of a payment in satisfaction of the University's indebtedness to the Authority with respect to the Redemption Price of the Bonds to the extent of the amount of money transferred. Immediately after receipt or transfer of such money, as the case may be, by the Trustee, the Trustee shall hold such money in trust in accordance with the applicable provisions of the Resolution and the Series Resolution for the sole and exclusive benefit of the Bondholders, regardless of the actual due date or applicable payment date of any payment to the Holders of the Bonds, except in respect to the payment to the University by the Trustee as provided for in the Resolution.

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

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

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

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

(f) The University, if there is not then an Event of Default under the Loan Agreement, shall have the right to make voluntary payments in any amount to the Trustee. In the event of a voluntary payment, the amount so paid shall be deposited in accordance with the directions of the Authority in the Debt Service Fund or held by the Trustee for the payment of Bonds in accordance with the Resolution. Upon any voluntary payment by the University or any deposit in the Debt Service Fund made pursuant to paragraph (b) of this section, the Authority agrees to direct the Trustee to purchase or redeem Bonds in accordance with the Resolution or to give the Trustee irrevocable instructions in accordance with the Resolution; **provided, however**, that in the event such voluntary payment is in the sole judgment of the Authority

## *Appendix C*

sufficient to pay all amounts then due under the Loan Agreement and under the Resolution or the Series Resolution, and to purchase or redemption all Bonds then Outstanding, or to pay or provide for the payment of all Bonds then Outstanding in accordance with the Resolution, the Authority agrees, in accordance with the instructions of the University, to direct the Trustee to purchase or redeem all Bonds Outstanding, or to cause all Bonds Outstanding to be paid or to be deemed paid in accordance with the Resolution.

(g) As soon as practicable after the Project is deemed to be complete in accordance with the Loan Agreement, the Authority shall determine, and notify the University of, the actual Authority Fee incurred by the University in connection with the Project to the date of such notice. The balance, if any, of such Authority Fee then unpaid, to the extent not paid from the Construction Fund, shall be paid by the University pursuant to paragraph (a) of this section. If upon such determination the actual amount of the Authority Fee incurred by the University in connection with the Project to the date of such notice is less than the amount paid theretofore, the Authority shall promptly refund to the University the amount paid in excess of such actual amount.

*(Section 9)*

### **Management Consultant**

(a) If at any time while the Bonds are Outstanding the University has no long term unsecured, unenhanced debt obligations (including the Bonds) that are rated at least “A3” (or its then-equivalent) by Moody’s Investors Service, Inc. or at least “A-” (or its then-equivalent) by S&P Global Ratings or Fitch, Inc. then the Authority may require the University to engage, at the University’s expense, a Management Consultant, which the University hereby agrees to engage within sixty (60) days after such request is made.

(b) The Management Consultant shall review the fees and tuition, operations and management of the University and any other matters deemed appropriate by the Authority and make recommendations with respect to such fees and tuition, operations, management and other matters. Copies of the report and recommendations of the Management Consultant shall be filed with the Authority, the Board of Trustees of the University and an Authorized Officer of the University no later than one hundred twenty (120) days following the date of engagement of such Management Consultant.

(c) The University shall deliver to the Authority:

(i) Within sixty (60) days of receipt of such Management Consultant’s report, a written report of the University (the “University’s Response”) setting forth the University’s comment and response to the report and recommendations of the Management Consultant;

(ii) Within one hundred twenty (120) days of receipt of such Management Consultant’s report, (x) a report setting forth in reasonable detail the steps the University proposes to take to implement the recommendations of such Management Consultant (the “Action Plan”), and (y) a certified copy of a resolution adopted by the Board of Trustees of the University accepting the University’s Response and authorizing the implementation of the Action Plan; and

(iii) Within thirty (30) days after the end of each calendar quarter subsequent to the adoption of the resolution described in clause (ii)(x) above, a report demonstrating the progress made by the University in implementing the Action Plan.

(d) Notwithstanding the foregoing provisions of this Section, the University may elect in lieu of engaging a Management Consultant to provide security, in form and substance acceptable to the Authority in its sole discretion, for the University’s obligations under the Loan Agreement.

(e) The provisions of this Section may be amended by written agreement of the Authority and the University without the consent of the Trustee or the Holders of the of the Bonds.

*(Section 10)*

### **Consent to Pledge and Assignment**

(a) The University consents to and authorizes the assignment, transfer or pledge by the Authority to the Trustee of (i) the Authority's rights to receive the payments required to be made pursuant to the provisions of the Loan Agreement and (ii) all funds and accounts established by the Series Resolution pledged thereby, in each case to the extent pledged and assigned pursuant to or in accordance with the Resolution and the Series Resolution, to secure any payment or the performance of any obligation of the University under the Loan Agreement or arising out of the transactions contemplated hereby whether or not the right to enforce such payment or performance shall be specifically assigned by the Authority to the Trustee. The University further agrees that the Authority may pledge and assign to the Trustee any and all of the Authority's rights and remedies under the Loan Agreement. Upon any pledge and assignment by the Authority to the Trustee authorized by this Section, the Trustee shall be fully vested with all of the rights of the Authority so assigned and pledged and may thereafter exercise or enforce, by any remedy provided therefor by the Loan Agreement or by law, any of such rights directly in its own name. Any such pledge and assignment shall be limited to securing the University's obligation to make all payments required by the Loan Agreement and to performing all other obligations required to be performed by the University under the Loan Agreement.

(b) The University warrants and represents that:

(i) it has the requisite power and authority to enter into the Loan Agreement and to incur the indebtedness contemplated thereby in the manner and to the extent provided in the Loan Agreement, in the Resolution and the Series Resolution;

(ii) the Loan Agreement is a valid, binding and legal obligation of the University enforceable against the University in accordance with its respective terms; **provided, however,** that such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting or relating to the rights of creditors generally and general principles of equity; and

(iii) the execution and delivery of the Loan Agreement, the consummation of the transactions contemplated thereby and compliance with the provisions of the Loan Agreement and thereof do not violate, conflict with or result in a breach of any of the terms or provisions of, or constitute a default under, the charter or by-laws of the University or any indenture or mortgage, or any trusts, endowments or other commitments or agreements to which the University is party or by which it or any of its properties are bound, or any existing law, rule, regulation, judgment, order, writ, injunction or decree of any governmental authority, body, agency or other instrumentality or court having jurisdiction over the University or any of its properties.

*(Section 14)*

### **Tax-Exempt Status of University**

The University represents that: (i) it is an organization described in Section 501(c)(3) of the Code, or corresponding provisions of prior law, and is not a "private foundation," as such term is defined under Section 509(a) of the Code; (ii) it has received a letter or other notification from the Internal Revenue Service to that effect; (iii) such letter or other notification has not been modified, limited or revoked; (iv) it is in compliance with all terms, conditions and limitations, if any, contained in such letter or other notification; (v) the facts and circumstances which form the basis of such letter or other notification as represented to the Internal Revenue Service continue to exist; and (vi) it is exempt from federal income taxes under Section 501(a) of the Code, except for unrelated business income subject to the taxation under Section 511 of the Code.

## ***Appendix C***

The University covenants that: (a) it shall not perform any act or enter into any agreement which will adversely affect such federal income tax status and shall conduct its operations in the manner which will conform to the standards necessary to qualify the University as an educational organization within the meaning of Section 501(c)(3) of the Code or any successor provision of federal income tax law; and (b) it shall not perform any act, enter into any agreement or use or permit any Project to be used in a manner, or for any trade or business unrelated to the purposes of the University, which could adversely affect the exclusion of interest on the Bonds from federal gross income pursuant to Section 103 of the Code.

*(Section 15)*

### **Securities Acts Status**

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

*(Section 16)*

### **Maintenance of Corporate Existence**

The University covenants that it will maintain its corporate existence, will continue to operate as a non-profit educational organization, will obtain, maintain and keep in full force and effect such governmental approvals, consents, licenses, permits and accreditations as may be necessary for it to continue to operate, will not dissolve or otherwise dispose of all or substantially all of its assets and will not consolidate with or merge into another person or permit one or more persons to consolidate with or merge into it. The University, with the prior written consent of the Authority may (i) sell or otherwise transfer all or substantially all of its assets to, or consolidate with or merge into, another organization or corporation which qualifies under Section 501(c)(3) of the Code, or any successor provision of federal income tax law, or (ii) permit one or more corporations or any other organization to consolidate with or merge into it, or (iii) acquire all or substantially all of the assets of one or more corporations or other organizations.

*(Section 17)*

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

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

*(Section 18)*

### **Use and Control of the Project; Restrictions on Religious Use**

Subject to the rights, duties and remedies of the Authority under the Loan Agreement, the University shall have sole and exclusive control and possession of and responsibility for (i) the Project, (ii) the supervision of the activities conducted therein or in connection with any part thereof and (iii) the maintenance, repair and replacement of the Project.

The University agrees that with respect to the Project or portion thereof, so long as the Project or portion thereof exists and unless and until the Project or a portion thereof is sold for the fair market value thereof, such Project or any portion thereof will not be used for sectarian religious instruction or as a place of religious worship or in connection with any part of a program of a school or department of divinity for any religious denomination; ***provided, however***, that the foregoing restriction will not prohibit the free exercise of any religion; and provided, further, that if at any time after the effective date of the Loan

Agreement, in the opinion of Bond Counsel, the then applicable law would permit the Project or a portion thereof to be used without regard to the above stated restriction, said restriction shall not apply to the Project and each portion thereof.

*(Sections 19 and 20)*

**Maintenance, Repair and Replacement**

The University agrees that, throughout the term of the Loan Agreement, it shall, at its own expense, hold, operate and maintain the Project in a careful, prudent and economical manner, and keep the same, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, reasonable wear and tear expected and will from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly and advantageously conducted.

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

*(Section 21)*

**Covenant as to Insurance**

The University agrees to maintain or cause to be maintained insurance with insurance companies or by means or self-insurance, insurance of such type, against such risks and in such amounts as are customarily carried by private colleges and universities located in the State of a nature similar to that of the University, which insurance shall include property damage, fire and extended coverage, public liability and property damage liability insurance in amounts estimated to indemnify the reasonably anticipated damage, loss or liability, subject to reasonable deductible provisions. The University shall at all times also maintain workers' compensation coverage and disability benefits insurance coverage as required by the laws of the State.

If the Authority shall so request in writing, the University shall provide to the Authority summaries or other evidence of its insurance coverage and shall obtain endorsements reasonably requested by the Authority.

*(Section 22)*

**Damage or Condemnation**

In the event of a taking of the Project or any portion thereof by eminent domain or of condemnation, damage or destruction affecting all or part of the Project, then and in such event proceeds of any insurance, condemnation or eminent domain award shall, if in excess of \$250,000, be paid upon receipt thereof by the University or the Authority to the Trustee for the Bonds for deposit in the Construction Fund, and (i) if within one hundred twenty (120) days by the Authority of actual notice or knowledge of the occurrence, the University and the Authority agree in writing that the Project or the affected portion thereof shall be repaired, replaced or restored, the University shall proceed to repair, replace or restore the Project, or the affected portion thereof, including all fixtures, furniture, equipment and effects, to its original condition insofar as commercially possible with such changes and additions as shall be appropriate to the needs of the University and approved in writing by the Authority, such approval not to be unreasonably withheld or delayed. The funds required for such repair, replacement or restoration shall be paid from time to time as the work progresses, subject to such conditions and limitations as the Authority may impose, from the proceeds of insurance, condemnation or eminent domain awards received by reason of such occurrence and to the extent such proceeds are not sufficient, from funds to be provided by the University; or (ii) if no agreement for the repair, restoration or replacement the Project or the affected portion thereof shall be reached by the Authority and the University within such one hundred twenty (120) day period, the proceeds then held by the University shall be paid to the Trustee for deposit to the Debt Service Fund and the

## *Appendix C*

proceeds then held in the Construction Fund shall be transferred to the Debt Service Fund, whereupon such proceeds shall be applied to the purchase or redemption of Outstanding Bonds.

*(Section 23)*

### **Taxes and Assessments**

The University shall pay when due without penalty at its own expense, and hold the Authority harmless from, all taxes, assessments, water and sewer charges and other impositions, if any, which may be levied or assessed upon the Project or any part thereof, and upon all ordinary costs of operating, maintaining, renovating, repairing and replacing the Project and its equipment. The University shall file exemption certificates as required by law. The University agrees to exhibit to an Authorized Officer of the Authority within ten (10) days after written demand by the Authority, certificates or receipts issued by the appropriate authority showing full payment of all taxes, assessments, water and sewer charges and other impositions; ***provided, however,*** that the good faith contest of such impositions will be deemed to be in complete compliance with the requirements set forth in the Loan Agreement if the University sets aside such reserves as may be required by good accounting practices. Notwithstanding the foregoing, the Authority in its sole discretion, after notice in writing to the University, may pay (such payment shall be made under protest if so requested by the University) any such charges, taxes and assessments if, in the reasonable judgment of the Authority, the Project or any part thereof, would be in substantial danger by reason of the University's failure to pay such charges, taxes and assessments of being sold, attached, forfeited, foreclosed, transferred, conveyed, assigned or otherwise subjected to any proceeding, equitable remedy, Lien, charge, fee or penalty that would impair (i) the interests or security of the Authority under the Loan Agreement or the Resolution; (ii) the ability of the Authority to enforce its rights thereunder; (iii) the ability of the Authority to fulfill the terms of any covenants or perform any of its obligations under the Loan Agreement, under the Series Resolution, the Resolution; or (iv) the ability of the University to fulfill the terms of any covenants or perform any of its obligations under the Loan Agreement and the University agrees to reimburse the Authority for any such payment, with interest thereon from the date payment was made by the Authority at a rate equal to the highest rate of interest payable on any investment held for the Debt Service Fund on the date such payment was made by the Authority.

*(Section 24)*

### **Defaults and Remedies**

As used in the Loan Agreement the term "Event of Default" shall mean:

(a) the University shall default in the timely payment of any amount payable pursuant to the Loan Agreement or the payment of any other amounts required to be delivered or paid by the University in accordance with the Loan Agreement, the Series Resolution or with the Resolution, and such default continues for a period in excess of seven (7) days;

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

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

(d) the University (i) is not generally paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition under the United States Bankruptcy Code or under



any other bankruptcy or insolvency law of any jurisdiction, (iii) makes a general assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of itself or of any substantial part of its property, (v) is adjudicated insolvent or liquidated or (vi) takes corporate action for the purpose of any of the foregoing;

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

(f) the charter of the University is suspended or revoked;

(g) a petition to dissolve the University shall be filed by the University with the Board of Regents of the University of the State of New York, the legislature of the State or other governmental authority having jurisdiction over the University;

(h) an order of dissolution of the University shall be made by the Board of Regents of the University of the State of New York, the legislature of the State or other governmental authority having jurisdiction over the University, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days;

(i) a petition shall be filed with a court having jurisdiction for an order directing or providing for the sale, disposition or distribution of all or substantially all of the property belonging to the University, which petition shall remain undismissed or unstayed for an aggregate of ninety (90) days;

(j) an order of a court having jurisdiction shall be entered directing or providing for the sale, disposition or distribution of all or substantially all of the property belonging to the University, which order shall remain undismissed or unstayed for the earlier of (x) three Business Days prior to the date provided for in such order for sale, disposition or distribution or (y) an aggregate of thirty (30) days from the date such order shall have been entered; or

(k) a final judgment for the payment of money, at least one million dollars (\$1,000,000) of which is not covered by insurance or reserves set aside by the University, which in the judgment of the Authority will adversely affect the rights of the Holders of the Bonds shall be rendered against the University and at any time after forty-five (45) days from the entry thereof, (i) such judgment has not been discharged, or (ii) the University shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and shall not have caused, within forty-five (45) days, the execution of or levy under such judgment, order, decree or process or the enforcement thereof to have been stayed pending determination of such appeal.

Upon the occurrence of an Event of Default the Authority may take any one or more of the following actions:

(a) declare all sums payable by the University under the Loan Agreement immediately due and payable;

(b) direct the Trustee to withhold any and all payments, advances and reimbursements from the proceeds of the Bonds or the Construction Fund or otherwise to which the University may otherwise be entitled under the Loan Agreement and in the Authority's sole discretion apply any such proceeds or money for such purposes as are authorized by the Resolution and the Series Resolution;

(c) withhold any or all further performance under the Loan Agreement;

(d) maintain an action against the University under the Loan Agreement to recover any sums payable by the University or to require its compliance with the terms of the Loan Agreement; and

(e) to the extent permitted by law, (i) enter upon the Project and complete the construction of the Project in accordance with the plans and specifications with such changes therein as the Authority may deem appropriate and employ watchmen to protect the Project, all at the risk, cost and expense of the

## *Appendix C*

University, consent to such entry being given by the University under the Loan Agreement, (ii) at any time discontinue any work commenced in respect of the construction of a Project or change any course of action undertaken by the University and not be bound by any limitations or requirements of time whether set forth in the Loan Agreement or otherwise, (iii) assume any construction contract made by the University in any way relating to the construction of the Project and take over and use all or any part of the labor, materials, supplies and equipment contracted for by the University, whether or not previously incorporated into the construction of such Project, and (iv) in connection with the construction of the Project undertaken by the Authority pursuant to the provisions of the Loan Agreement (x) engage builders, contractors, architects, engineers and others for the purpose of furnishing labor, materials and equipment in connection with the construction of such Project, (y) pay, settle or compromise all bills or claims which may become liens against the Project or against any money of the Authority applicable to the construction of the Project, or which have been or may be incurred in any manner in connection with completing the construction of the Project or for the discharge of Liens or defects in the title to the Project or against any money of the Authority applicable to the construction of the Project, and (z) take or refrain from taking such action under the Loan Agreement as the Authority may from time to time determine. The University will be liable to the Authority for all sums paid or incurred for construction of the Project whether the same is paid or incurred pursuant to the Loan Agreement or otherwise, and all payments made or liabilities incurred by the Authority under the Loan Agreement of any kind whatsoever shall be paid by the University to the Authority upon demand. The University irrevocably constitutes and appoints the Authority its true and lawful attorney-in-fact to execute, acknowledge and deliver any instruments and to do and perform any acts in the name and on behalf of the University for the purpose of exercising the rights granted to the Authority by the Loan Agreement during the term of the Loan Agreement.

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

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

*(Section 28)*

### **Investment of Moneys**

The Authority may in its sole discretion direct the investment of certain moneys held under the Resolution as provided therein.

*(Section 31)*

### **Limitation on Agreements**

The University shall not enter into any contract or agreement or perform any act which may materially adversely affect any of the rights of the Authority under the Loan Agreement or of the Holders of any Bonds.

*(Section 33)*

### **Arbitrage; Tax Exemption**

Each of the University and the Authority covenants that it shall take no action, nor shall it approve the Trustee's taking any action or making any investment or use of the proceeds of Bonds, which would cause the Bonds or any Series of Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code, and any proposed or final regulations thereunder as are applicable to the Bonds at the time of such action, investment or use or otherwise cause interest on the Bonds to be included in the gross income of the

owners thereof for purposes of federal income taxation. Neither the University nor any “related person” (as such term is defined in Section 148 of the Code) shall purchase any Bonds other than for delivery to and cancellation by the Trustee, unless the Trustee shall receive an opinion of Bond Counsel to the effect that the purchase by the University or by a related person of Bonds will not cause interest on the Bonds to be included in the gross income of the owners of the Bonds for purposes of federal income taxation.

The University covenants that it will not take any action or fail to take any action which would cause any representation or warranty of the University contained in a Tax Certificate then to be untrue and shall comply with all covenants and agreements of the University contained in each Tax Certificate, unless, in the opinion of Bond Counsel, taking or failing to take such action or failing to comply with its obligations under a Tax Certificate would not adversely affect the exclusion of interest on any Bonds from gross income for federal income tax purposes.

In the event that the Authority is notified in writing that the Bonds or any transaction pertaining thereto is the subject of any Internal Revenue Service or Securities and Exchange Commission investigation, suit or order, it shall promptly give notice thereof to the University. In the event that the University is notified in writing that the Bonds or any transaction pertaining thereto is the subject of any Internal Revenue Service or Securities and Exchange Commission investigation, suit or order, it shall promptly give notice thereof to the Authority. Upon the occurrence of such an event, the University and the Authority shall fully cooperate with one another and participate in all aspects of the conduct of the response thereto.

The Authority shall retain in its possession, so long as required by the Code, copies of all documents, reports and computations made by it in connection with the calculation of earnings and the rebate of all or a portion thereof to the Department of the Treasury of the United States of America, which shall be subject at all reasonable times to the inspection of the University and its agents and representatives, any of whom may make copies thereof. Upon written request therefor from the University the Authority shall as soon as practicable provide the University with a copy of any such document, report or computation. The Authority shall also provide the University with a copy of all documents or reports filed with the Department of Treasury of the United States of America relating to the rebate of earnings.

*(Section 34)*

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

The obligations of the Authority under the Loan Agreement and the delivery of the Bonds are conditioned upon the receipt by the Authority at or prior to delivery of the Bonds of a certificate of an Authorized Officer of the University acceptable to and Authorized Officer of the Authority to the effect that the representations and warranties contained in the Loan Agreement are true and correct and in full force and effect on and as of the date of delivery of the Bonds as if made on the date of delivery of the Bonds.

*(Section 35)*

#### **Amendments to Loan Agreement**

The Loan Agreement may be amended only in accordance with the Resolution and each amendment must be made by an instrument in writing signed by the University and the Authority, an executed counterpart of which must be filed with the Trustee.

*(Section 39)*

#### **Termination**

The Loan Agreement will remain in full force and effect until no Bonds are Outstanding and all other payments, expenses and fees payable under the Loan Agreement by the University shall have been paid or provision made for the payment thereof; ***provided, however***, that the liabilities and the obligations of the University to provide reimbursement for or indemnification against expenses, costs or liabilities made or incurred under the Loan Agreement shall nevertheless survive any such termination.

*(Section 40)*

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**APPENDIX D – SUMMARY OF CERTAIN PROVISIONS  
OF THE RESOLUTION**

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

The following is a brief summary of certain provisions of the Resolution pertaining to the Series 2017A Bonds. Such summary does not purport to be complete and reference is made to the Resolution for full and complete statements of such and all provisions. Defined terms used herein shall have the meanings ascribed to them in Appendix A or in the body of this Official Statement.

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

With respect to the Bonds, in consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued under the Resolution by those who shall hold or own the same from time to time, the Resolution shall be deemed to be and shall constitute a contract among the Authority, the Trustee and the Holders from time to time of such Bonds, and the pledge and assignment to the Trustee made in the Resolution and the covenants and agreements set forth to be performed by or on behalf of the Authority shall be for the equal and ratable benefit, protection and security of the Holders of any and all of such Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any such Bonds over any other Bonds except as expressly provided in or permitted by the Resolution.

*(Section 1.03)*

### **Additional Bonds and Other Obligations**

The issuance of Bonds shall be authorized by a Series Resolution or Series Resolutions. The Authority shall receive, in addition to other requirements, a certificate of an Authorized Officer of the University stating that the University is not in default under the Loan Agreement, an opinion of Bond Counsel concerning the validity of the Resolution and the Bonds, and, if there is Collateral Security given to secure the Loan Agreement related to such Series of Bonds, which Collateral Security related to such Bonds constitutes Shared Collateral, an Intercreditor Agreement or an amendment to or modification of an existing Intercreditor Agreement, executed in connection with issuance of such Bonds.

*(Section 2.02)*

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

*(Section 2.05)*

### **Pledge of Resolution**

The proceeds from the sale of the Bonds of a Series, the Revenues derived from the Loan Agreement entered into in connection with the Bonds of such Series or from any realization upon any Collateral Security given in connection with such Loan Agreement, and, except as otherwise provided in the Resolution, all funds and accounts established by or pursuant to the Series Resolution authorizing the issuance of such Series of Bonds are pledged and assigned to the Trustee as security for the payment of the principal and Redemption Price of and interest on the Bonds of such Series and as security for the performance of any other obligation of the Authority under the Resolution and under the Series Resolution authorizing the issuance of such Series of Bonds, all in accordance with the provisions thereof.

The pledges made are valid, binding and perfected from the time when the pledge attaches and the proceeds from the sale of the Bonds, the Revenues, all funds and accounts established by or pursuant to any Series Resolution which are pledged by the Resolution and the Authority's security interests in the Collateral Security shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of such pledge shall be valid, binding and perfected as against all parties

## ***Appendix D***

having claims of any kind in tort, contract or otherwise against the Authority irrespective of whether such parties have notice thereof. No instrument by which such pledge is created nor any financing statement need be recorded or filed. The Bonds of each Series shall be special obligations of the Authority payable solely from and secured by a pledge of the proceeds from the sale of the Bonds of such Series, the Revenues, all the funds and accounts established by or pursuant to the Series Resolution authorizing the issuance of the Bonds of such Series which are pledged by the Resolution as provided in the Resolution and the Authority's security interest in the Collateral Security.

*(Section 5.01)*

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

The following funds are established by the Resolution and shall be held and maintained by the Trustee:

Construction Fund, consisting of the Project Account, the Capitalized Interest Account and the Cost of Issuance Account;

Debt Service Fund; and

Arbitrage Rebate Fund.

*(Section 5.02)*

### **Application of Money in the Construction Fund**

As soon as practicable after the delivery of each Series of Bonds, the Trustee shall deposit in the Construction Fund the amount required to be deposited therein pursuant to the Series Resolution authorizing the issuance of such Series of Bonds or by the Bond Series Certificate relating to such Series. Moneys deposited in the Construction Fund shall be used only to pay Costs of Issuance of the applicable Series of Bonds and the Costs of the Project. The Trustee shall also deposit in the Construction Fund all amounts paid to it by the University which by the terms of the Loan Agreement are required to be deposited therein.

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

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

Second: To the Debt Service Fund, any balance remaining.

*(Section 5.04)*

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

The Revenues and any other money, which, by any of the provisions of a Loan Agreement, are required to be paid to the Trustee, shall upon receipt thereof be deposited or paid by the Trustee as follows and in the following order of priority:

First: To the Debt Service Fund (i) in the case of Revenues received during the first six months of each Bond Year, the amount, if any, necessary to make the amount on deposit in the Debt Service Fund equal to (a) the interest on the Outstanding Bonds of the Series for which such Debt Service Fund was established payable subsequent to the first day of such Bond Year and on and prior to the first day of the second half of the Bond Year, assuming that such Variable Interest Rate Bond will bear interest, from and after the next date on which the rate at which such Variable Interest Rate Bond bears interest is to be adjusted, at a rate per annum equal to the rate per annum at which such Bonds then bear interest, plus one percent (1%) per annum, (b) one half of the Sinking Fund Installments of Outstanding Option Bonds and Variable Interest Rate Bonds of such Series payable during the next succeeding Bond Year; and (c) the



purchase price or Redemption Price of the Outstanding Bonds of such Series theretofore contracted to be purchased or called for redemption pursuant to the provisions of the Resolution summarized herein under the heading “Debt Service Fund” on or prior to the first day of the second half of the Bond Year, plus accrued interest thereon to the date of purchase or redemption; and (ii) in the case of Revenues received thereafter and until the end of such Bond Year, the amount, if any, necessary to make the amount in the Debt Service Fund equal to (a) the interest on and the principal and Sinking Fund Installments of the Outstanding Bonds of such Series payable subsequent to the first day of the second half of the Bond Year and on and prior to the first day of the next succeeding Bond Year, assuming that such Variable Interest Rate Bond will bear interest, from and after the next date on which the rate at which such Variable Interest Rate Bond bears interest is to be adjusted, at a rate per annum equal to the rate per annum at which such Bonds then bear interest, plus one percent (1%) per annum; (b) one-half of the Sinking Fund Installments of Outstanding Option Bonds and Variable Interest Rate Bonds of such Series payable during the next succeeding Bond year; and (c) the purchase price or Redemption Price of the Outstanding Bonds of such Series theretofore contracted to be purchased or called for redemption pursuant to the provisions of the Resolution summarized herein under the heading “Debt Service Fund” on or prior to the first day of the next succeeding Bond Year, plus accrued interest thereon to the date of purchase or redemption;

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

Third: To the Authority, unless otherwise paid, such amounts as are payable to the Authority for: (i) any expenditures of the Authority for fees and expenses of auditing, and fees and expenses of the Trustee, all as required by the Resolution, (ii) all other expenditures reasonably and necessarily incurred by the Authority in connection with the financing of the Project, including expenses incurred by the Authority to compel full and punctual performance of all the provisions of the Loan Agreements in accordance with the terms thereof, and (iii) any fees of the Authority; but only upon receipt by the Trustee of a certificate signed by an Authorized Officer of the Authority, stating in reasonable detail the amounts payable to the Authority pursuant to this paragraph Third.

The Trustee shall, promptly after making the above required payments, notify the Authority and the University of any balance of Revenues remaining on the first day of the next succeeding Bond Year. After making the above required payments, the balance, if any, of the Revenues then remaining shall, upon the direction of an Authorized Officer of the Authority, be paid by the Trustee to the Construction Fund or the Debt Service Fund, or paid to the University, in the respective amounts set forth in such direction. Any amounts paid to the University shall be free and clear of any pledge, lien, encumbrance or security interest created by the Resolution or by the applicable Series Resolution or the applicable Loan Agreement.

*(Section 5.05)*

### **Debt Service Fund**

(a) The Trustee shall pay out of the Debt Service Fund established in connection with Bonds of a Series other than Letter of Credit Secured Bonds, when due:

- (i) the interest due and payable on all Outstanding Bonds of such Series;
- (ii) the principal due and payable on the Outstanding Bonds of such Series; and
- (iii) the Sinking Fund Installments or other amounts related to a mandatory redemption, if any, due and payable on the Outstanding Bonds of such Series.

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

(b) Notwithstanding the provisions of this paragraph (a), the Authority may, at any time subsequent to the first day of July of any Bond Year but in no event less than forty-five (45) days prior to the succeeding date on which a Sinking Fund Installment is scheduled to be due, direct the Trustee to purchase, with

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

*(Section 5.06)*

### **Arbitrage Rebate Fund**

The Trustee shall deposit to the Arbitrage Rebate Fund any money delivered to it by the University for deposit therein and, notwithstanding any other provisions of this Article V, shall transfer to the Arbitrage Rebate Fund, in accordance with the directions of an Authorized Officer of the Authority, money on deposit in any other funds held by the Trustee under the Resolution such times and in such amounts as shall be set forth in such directions.

Money on deposit on the Arbitrage Rebate Fund shall be applied by the Trustee in accordance with the direction of an Authorized Officer of the Authority to make payments to the Department of the Treasury of the United States of America at such times and in such amounts as the Authority shall determine to be required by the Code to be rebated to the Department of the Treasury of the United States of America. Money which an Authorized Officer of the Authority determines to be in excess of the amount required to be so rebated shall be deposited to any fund or account established under the Resolution in accordance with the written direction of such Authorized Officer.

The Authority shall periodically determine the amount which may be required by the Code to be rebated to the Department of the Treasury of the United States of America with respect to each Series of Bonds and direct the Trustee to (i) transfer from any other of the funds and accounts held by the Trustee under the Resolution and deposit to the applicable Arbitrage Rebate Fund such amount as the Authority shall have determined to be necessary in order to enable it to comply with its obligation to rebate money to the Department of the Treasury of the United States of America with respect to each Series of Bonds and (ii) if and to the extent required by the Code, pay out of such Arbitrage Rebate Fund to the Department of the Treasury of the United States of America the amount, if any, required by the Code to be rebated thereto.

*(Section 5.07)*

### **Application of Moneys in Certain Funds for Retirement of Bonds**

Notwithstanding any other provisions of the Resolution, if at any time the Available Money held in the Debt Service Fund established in connection with a Series of Bonds for the payment of the principal and Sinking Fund Installments of the Bonds of such Series, together with the Available Money held in the Debt Service Reserve Fund established for such Bonds, are sufficient to pay the principal or Redemption Price of all Outstanding Bonds of such Series and the interest accrued and unpaid and to accrue on such Bonds to the next date of redemption when all such Bonds are redeemable, or to make provision pursuant to the Resolution for the payment of such Bonds at the maturity or redemption dates thereof, the Trustee shall so notify the Authority and the University. Upon receipt of such notice, the Authority may (i) direct the Trustee to redeem all such Bonds, whereupon the Trustee shall proceed to redeem or provide for the redemption of such Bonds in the manner provided for redemption of such Bonds by the Resolution and by each Series Resolution as provided in the Resolution, or (ii) give the Trustee irrevocable instructions in

accordance with the Resolution and make provision for the payment of such Bonds at the maturity or redemption dates thereof in accordance therewith.

*(Section 5.08)*

### **Transfer of Investments**

Whenever money in any fund or account established under the Resolution is to be paid in accordance with the Resolution to another such fund or account, such payment may be made, in whole or in part, by transferring to such other fund or account investments held as part of the fund or account from which such payment is to be made, whose value, together with the money, if any, to be transferred, is at least equal to the amount of the payment then to be made; ***provided, however,*** that no such transfer of investments would result in a violation of any investment standard or guideline applicable to such fund.

*(Section 5.09)*

### **Security for Deposits**

All money held under the Resolution by the Trustee shall be continuously and fully secured, for the benefit of the Authority and the Holders of the Bonds, by direct obligations of the United States of America or obligations the principal of and interest on which are guaranteed by the United States of America of a market value equal at all times to the amount of the deposit so held by the Trustee; ***provided, however,*** (a) that if the securing of such money is not permitted by applicable law, then in such other manner as may then be required or permitted by applicable State or federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds, and (b) that it shall not be necessary for the Trustee to give security for the deposit of any money with them pursuant to the provisions of the Resolution summarized herein under the headings “Debt Service Fund” and “Defeasance” and held in trust for the payment of the principal, Sinking Fund Installments, if any, or Redemption Price of or interest on any Bonds, or for the Trustee to give security for any money which shall be represented by obligations purchased or other investments made under the provisions of the Resolution as an investment of such money.

*(Section 6.01)*

### **Investment of Funds and Accounts**

(a) Money held under the Resolution by the Trustee, if permitted by law, shall, as nearly as may be practicable, be invested by the Trustee, upon direction of the Authority given or confirmed in writing, signed by an Authorized Officer of the Authority (which direction shall specify the amount thereof to be so invested), in Government Obligations, Federal Agency Obligations or Exempt Obligations; ***provided, however,*** that each such investment shall permit the money so deposited or invested to be available for use at the times at which the Authority reasonably believes such money will be required for the purposes of the Resolution.

(b) In lieu of the investments of money in obligations authorized in paragraph (a) of this Section, the Trustee shall, to the extent permitted by law, upon direction of the Authority given or confirmed in writing, signed by an Authorized Officer of the Authority, invest money in a Construction Fund or Debt Service Reserve Fund in any Permitted Investment; ***provided, however,*** that each such investment shall permit the money so deposited or invested to be available for use at the times at which the Authority reasonably believes such money will be required for the purposes of the Resolution, ***provided, further,*** that (x) any Permitted Collateral required to secure any Permitted Investment shall have a market value, determined by the Trustee or its agent periodically, but no less frequently than weekly, at least equal to the amount deposited or invested including interest accrued thereon, (y) the Permitted Collateral shall be deposited with and held by the Trustee or an agent of the Trustee approved by an Authorized Officer of the Authority, and (z) the Permitted Collateral shall be free and clear of claims of any other person.

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(c) Permitted Investments purchased as an investment of money in any fund or account held by the Trustee under the provisions of the Resolution shall be deemed at all times to be a part of such fund or account and the income or interest earned, profits realized or losses suffered by a fund or account due to the investment thereof shall be retained in, credited or charged, as the case may be, to such fund or account.

(d) In computing the amount in any fund or account held by the Trustee under the provisions of the Resolution, each Permitted Investment shall be valued at par or the market value thereof, plus accrued interest, whichever is lower.

(e) Notwithstanding anything to the contrary in the Resolution, the Authority, in its discretion, may direct the Trustee to, and the Trustee shall, sell, present for redemption or exchange any investment held by the Trustee pursuant to the Resolution and the proceeds thereof may be reinvested as provided in this Section. Except as otherwise provided in the Resolution, the Trustee shall sell at the best price obtainable, or present for redemption or exchange, any investment held by it pursuant to the Resolution whenever it shall be necessary in order to provide money to meet any payment or transfer from the fund or account in which such investment is held. The Trustee shall advise the Authority and the University in writing, on or before the fifteenth (15th) day of each calendar month, of the amounts required to be on deposit in each fund and account under the Resolution and of the details of all investments held for the credit of each fund and account in its custody under the provisions of the Resolution as of the end of the preceding month and as to whether such investments comply with the provisions of paragraphs (a), (b) and (c) of this Section. The details of such investments shall include the par value, if any, the cost and the current market value of such investments as of the end of the preceding month. The Trustee shall also describe all withdrawals, substitutions and other transactions occurring in each such fund and account in the previous month.

(f) No part of the proceeds of any Series of Bonds or any other funds of the Authority shall be used directly or indirectly to acquire any securities or investments the acquisition of which would cause any Bond to be an “arbitrage bond” within the meaning of Section 148(a) of the Code.

*(Section 6.02)*

### **Payment of Principal and Interest**

The Authority shall pay or cause to be paid the principal, Sinking Fund Installments, if any, or Redemption Price of and interest on every Bond of each Series on the date and at the places and in the manner provided in the Bonds according to the true intent and meaning thereof.

*(Section 7.01)*

### **Accounts and Audits**

The Authority shall keep proper books of records and accounts (separate from all other records and accounts), which may be kept on behalf of the Authority by the Trustee, in which complete and correct entries shall be made of its transactions relating to each Series of Bonds, including but not limited to the objects and purposes for which proceeds of the Bonds were expended and the respective amounts expended for such objects and purposes. Such books and accounts, at reasonable hours and subject to the reasonable rules and regulations of the Authority, shall be subject to the inspection of the University, the Trustee or of any Holder of a Bond or his representative duly authorized in writing. The Trustee shall annually prepare a report which shall be furnished to the Authority, each Liquidity Facility Provider and the University. Such report shall include at least: a statement of all funds (including investments thereof) held by such Trustee and the Authority pursuant to the provisions of the Resolution and of each Series Resolution; a statement of the Revenues collected in connection with the Resolution and with each Series Resolution; and complete and correct entries of the Authority’s transactions relating to each Series of Bonds. A copy of such report shall, upon receipt of a written request therefor, and payment of any reasonable fee or charge made in connection therewith, be furnished to the registered owner of a Bond or any beneficial owner of a Book Entry Bond requesting the same.

*(Section 7.05)*

### **Creation of Liens**

Except as permitted by the Resolution with respect to the Shared Collateral or the Revenues, the Authority shall not create, cause to be created or suffer or permit the creation of any lien or charge prior or equal to that of the Bonds on the proceeds from the sale of the Bonds, the Revenues, the Collateral Security and the funds and accounts established by the Resolution or pursuant to any Series Resolution; **provided, however,** that nothing contained in the Resolution shall prevent the Authority from issuing bonds, notes or other obligations or otherwise incurring indebtedness under another and separate resolution or otherwise so long as the charge or lien created by such resolution is not prior or equal to the charge or lien created pursuant to the Resolution.

*(Section 7.06)*

### **Enforcement of Duties and Obligations of the University**

The Authority shall take all legally available action to cause the University to perform fully all duties and acts and comply fully with the covenants of the University required by a Loan Agreement in the manner and at the times provided in such Loan Agreement; **provided, however,** that the Authority may (i) delay or defer enforcement of one or more provisions of the Loan Agreement (other than provisions requiring the payment of money or the delivery of securities to the Trustee for deposit to any fund or account established under the Resolution) if the Authority determines such delay or deferment will not materially adversely affect the interests of the Holders of the Bonds and (ii) at any time prior to the occurrence of an event of default under the Resolution, annul any declaration that the indebtedness under the Loan Agreement is immediately due and payable and, if prior to the entry of a final judgment or decree in any action or proceeding instituted on account of an event of default under the Loan Agreement, discontinue such action or proceeding if the University shall have cured each event of default under the Loan Agreement.

*(Section 7.07)*

### **Deposit of Certain Money in the Construction Fund**

In addition to the proceeds of Bonds to be deposited in the Construction Fund, any money paid to the Authority for the acquisition, construction, reconstruction, renovation or equipment of any Project, including the proceeds of any insurance of condemnation award to be so applied, shall be deposited in the Construction Fund.

*(Section 7.08)*

### **Offices for Payment and Registration of Bonds**

The Authority shall at all times maintain an office or agency in the State where Bonds may be presented for payment, registration, transfer or exchange and the Trustee is by the Resolution appointed the Trustee as its agent to maintain such office or agency for the registration, transfer or exchange of Bonds. The provisions of this Section shall be subject to the provisions of the Resolution.

*(Section 7.09)*

### **Amendment of Loan Agreement**

Each Loan Agreement may, without the consent of the Holders of Bonds, be amended, changed, modified, altered or supplemented for any one or more purposes: (i) to add an additional covenant or agreement for the purpose of further securing the payment of the University's obligations under the Loan Agreement that is not contrary to or inconsistent with the covenants and agreements of the University contained in the Loan Agreement; (ii) to prescribe further limitations and restrictions upon the University's right to incur, issue, assume or guaranty indebtedness that are not contrary to or inconsistent with the limitations and restrictions thereon theretofore in effect; (iii) to surrender any right, power or privilege reserved to or conferred upon the University, if surrender of such right, power or privilege is not contrary to

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or inconsistent with the covenants and agreements of the University contained in the Loan Agreement; (iv) to make changes necessary or appropriate in connection with the acquisition, construction, reconstruction, rehabilitation and improvement, or otherwise providing, furnishing and equipping of any Project, to amend the description of any Project or to add an additional Project; (v) to establish, amend or modify the Authority Fee or the Annual Administrative Fee payable by the University in connection with the Bonds of a Series; or (vi) with the prior written consent of the Trustee, to cure any ambiguity, or to correct or supplement any provisions contained in the Loan Agreement which may be defective or inconsistent with any other provisions contained in the Resolution or in the Loan Agreement or to amend, modify or waive any other provision of the Loan Agreement, provided that the same does not adversely affect the interests of the Bondholders in any material respect.

Notwithstanding the provisions of paragraph (a) of this Section, the Loan Agreement relating to a Series of Bonds may not be amended, changed, modified, altered or terminated, nor may any provision thereof be waived, without the consent of the Holders of Outstanding Bonds of such Series as hereinafter provided if such amendment, change, modification, alteration, termination or waiver (i) reduces the amount of Revenues payable by the University under the Loan Agreement on any date or delays the date on which payment is to be made, (ii) modifies the events which constitute Events of Default under the Loan Agreement, (iii) diminishes, limits or conditions the rights or remedies of the Authority under the Loan Agreement upon the occurrence of an Event of Default thereunder, or (iv) adversely affects the rights of the Bondholders in any material respect.

No such amendment, change, modification, alteration, termination or waiver shall take effect unless the prior written consent of the Holders of at least a majority in principal amount of the Bonds then Outstanding of the affected Series; *provided, however*, that if such amendment, change, modification, alteration, termination or waiver will, by its terms, not take effect so long as any Bonds of any specified maturity of such Series remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section.

No amendment, change, modification or termination of a Loan Agreement, or waiver of a provision thereof shall be made other than pursuant to a written instrument signed by the parties thereto. No such amendment, change, modification, alteration or waiver shall become effective unless there has been delivered to the Trustee an opinion of Bond Counsel. A copy of each such amendment, change, modification, termination or waiver shall be filed with the Trustee and a copy thereof shall be sent to the affected Bank.

Bonds owned or held by or for the account of the Authority or the University shall not be deemed Outstanding for the purpose of consent provided for in this Section, and neither the Authority nor the University shall be entitled with respect to such Bonds to give any such consent. At the time of any consent, the Authority shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, describing all Bonds so to be excluded.

For the purposes of this Section, the purchasers of Bonds, whether purchasing as underwriters, Remarketing Agent or otherwise for resale, may upon such purchase consent to an amendment, change, modification, alteration, termination or waiver permitted by this Section in the manner provided in the Resolution, except that no proof of ownership shall be required, and with the same effect as a consent given by the Holder of such Bonds; *provided, however*, that, if such consent is given by a purchaser who is purchasing as an underwriter, Remarketing Agent or otherwise for resale, the nature of the amendment, change, modification, alteration, termination or waiver and the provisions for the purchaser consenting thereto shall be described in the official statement, prospectus, offering memorandum or other offering document prepared in connection with the initial offering, reoffering or resale of the Bonds of such Series. In addition, the Holder of an Outstanding Auction Rate Bond shall be deemed to have consented to an amendment, change, modification, alteration or termination permitted by this Section if (i) the Trustee has mailed notice of such proposed amendment to the Holder of such Bonds in the same manner required by Article X of the Resolution for an amendment to the Resolution, (ii) on the first Auction Date for such Bond occurring at least twenty (20) days after the date on which the aforementioned notice is given by the

Trustee the interest rate determined on such date is the Winning Bid Rate and (iii) there is delivered to the Authority and the Trustee an opinion of Bond Counsel to the effect that such amendment shall not adversely affect the validity of such Auction Rate Bond or any exemption from federal income tax to which the interest on such Auction Rate Bond would otherwise be entitled. As used in this paragraph the following terms shall have the respective meanings: “**Auction Rate Bond**” means a Variable Interest Rate Bond that is not an Option Bond, and that bears interest at rates determined by periodic auctions in accordance with procedures therefore established by the Series Resolution authorizing such Bond or the Bond Series Certificate related thereto; “**Auction Date**” means, with respect to any particular Auction Rate Bond, the date on which an auction is held or required to be held for such Bond in accordance with the procedures established therefore; and “**Winning Bid Rate**” when used with respect to an auction held for any particular Auction Rate Bond, shall have the meaning given to such term in the Series Resolution authorizing such Auction Rate Bond or the Bond Series Certificate related thereto, or, if not otherwise defined, means the lowest rate specified in any purchase bid submitted in such auction, which, if selected, would cause the aggregate principal amount of Auction Bonds offered to be sold in such auction to be subject to purchase bids at rates no greater than the rate specified in such purchase bid.

For the purposes of this Section, a Series shall be deemed to be adversely affected by an amendment, change, modification, alteration or termination of the Loan Agreement or the waiver of any provision thereof if the same adversely affects or diminishes the rights of the Holders of the Bonds of such Series in any material respect, which determination shall be made without regard to the existence of any financial guaranty insurance policy issued in connection with such Bonds or a Letter of Credit for such Bonds. The Trustee may in its discretion determine whether or not, in accordance with the foregoing provisions, Bonds of any particular Series would be adversely affected in any material respect by any amendment, change, modification, alteration, termination or waiver and any such determination shall be binding and conclusive on the University, the Authority and all Holders of Bonds.

For all purposes of this Section, the Trustee shall be entitled to rely upon an opinion of counsel, which counsel shall be satisfactory to the Trustee, with respect to whether any amendment, change, modification, alteration, termination or waiver adversely affects the interests of any Holders of Bonds then Outstanding in any material respect.

*(Section 7.11)*

#### **Notice as to Event of Default under Loan Agreement**

The Authority shall notify the Trustee in writing of any “Event of Default” under a Loan Agreement, as such term is defined in such Loan Agreement, that has occurred and is continuing, which notice shall be given as soon as practicable after the Authority has obtained actual knowledge thereof.

*(Section 7.12)*

#### **Modification and Amendment without Consent**

The Authority may adopt at any time or from time to time Series Resolutions or Supplemental Resolutions: (a) to provide for the issuance of a Series of Bonds pursuant to the provisions of the Resolution and to prescribe the terms and conditions pursuant to which such Bonds may be issued, paid or redeemed; (b) to add additional covenants and agreements of the Authority for the purpose of further securing the payment of the Bonds, provided such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the Authority contained in the Resolution; (c) to prescribe further limitations and restrictions upon the issuance of Bonds and the incurring of indebtedness by the Authority which are not contrary to or inconsistent with the limitations and restrictions thereon theretofore in effect; (d) to surrender any right, power or privilege reserved to or conferred upon the Authority by the terms of the Resolution, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Authority contained in the Resolution; (e) to confirm, as further assurance, any pledge under the Resolution and the subjection to any lien, claim or pledge created or to be created by the provisions of the Resolution, of the Revenues or any pledge of any other moneys, Securities or funds; (f) to modify any of the provisions of the Resolution or any previously

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adopted Series Resolution or Supplemental Resolution in any other respects, provided that such modifications shall not be effective until after all Bonds of any Series of Bonds Outstanding as of the date of adoption of such Supplemental Resolution or Series Resolution shall cease to be Outstanding, and all Bonds issued under such Resolutions shall contain a specific reference to the modifications contained in such subsequent Resolutions; (g) to modify or amend a Project; or (h) with the consent of the Trustee, to cure any ambiguity or defect or inconsistent provision in the Resolution or to insert such provisions clarifying matters or questions arising under the Resolution as are necessary or desirable; provided that any such modifications are not contrary to or inconsistent with the Resolution as theretofore in effect, or to modify any of the provisions of the Resolution or of any previously adopted Series Resolution or Supplemental Resolution in any other respect, provided that such modification shall not adversely affect the interests of the Bondholders in any material respect.

*(Section 9.01)*

### **Supplemental Resolutions Effective With Consent of Bondholders**

The provisions of the Resolution may also be modified or amended at any time or from time to time by a Supplemental Resolution, subject to the consent of the Insurers and the Bondholders in accordance with and subject to the provisions of the Resolution, such Supplemental Resolution to become effective upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority. The Trustee shall transmit a copy of such Supplemental Resolution to the University and the Rating Service upon its becoming effective.

*(Section 9.02)*

### **General Provisions Relating to Series Resolutions and Supplemental Resolutions**

The Resolutions shall not be modified or amended in any respect except in accordance with and subject to the provisions of the Resolution. Nothing contained in the Resolution shall affect or limit the rights or obligations of the Authority to adopt, make, do, execute or deliver any resolution, act or other instrument pursuant to the provisions of the Resolution or the right or obligation of the Authority to execute and deliver to the Trustee or any Paying Agent any instrument elsewhere provided in the Resolution or permitted to be delivered to the Trustee.

A copy of every Series Resolution and Supplemental Resolution adopted by the Authority, when filed with the Trustee, must be accompanied by an opinion of Bond Counsel stating that such Series Resolution or Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution and is valid and binding upon the Authority and enforceable in accordance with its terms. The Trustee shall transmit a copy of such Supplemental Resolution to the University and to each Liquidity Facility Provider upon its becoming effective.

The Trustee is authorized to accept delivery of a certified copy of any Series Resolution or Supplemental Resolution permitted or authorized pursuant to the provisions of the Resolution and to make all further agreements and stipulations which may be contained therein, and, in taking such action, the Trustee will be fully protected in relying on the opinion of Bond Counsel that such Series Resolution or Supplemental Resolution is authorized or permitted by the provisions of the Resolution.

No Series Resolution or Supplemental Resolution changing, amending or modifying any of the rights or obligations of the Trustee shall become effective without the written consent of the Trustee.

*(Section 9.03)*

### **Powers of Amendment**

Any modification or amendment of the Resolution and of the rights and obligations of the Authority and of the Holders of the Bonds under the Resolution, in any particular, may be made by a Supplemental Resolution, with the written consent given as hereinafter provided in the provisions of the Resolution summarized herein under the heading "Consent of Holders of Bonds", (i) of the Holders of at least a



majority in principal amount of the Bonds Outstanding at the time such consent is given, or (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Holders of at least a majority in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given, or (iii) in case the modification or amendment changes the amount or date of any Sinking Fund Installment, of the Holders of at least a majority in principal amount of the Bonds of the particular Series, maturity and interest rate entitled to such Sinking Fund Installment, Outstanding at the time such consent is given; *provided, however*, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series, maturity and tenor remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of the Resolution if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series in any material respect.

*(Section 10.01)*

#### **Consent of Bondholders**

The Authority may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of the Resolution summarized herein under the heading “Powers of Amendment” to take effect when and as provided in this paragraph. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto in form approved by the Trustee) together with a request to the Bondholders for their consent thereto in form satisfactory to the Trustee, shall promptly after adoption be mailed by the Authority to the Bondholders (but failure to mail such copy and request to any particular Bondholder shall not affect the validity of the Supplemental Resolution when consented to as provided in the Resolution). Such Supplemental Resolution shall not be effective unless and until (i) there shall have been filed with the Trustee (a) the written consent of the Holders of the percentages of Outstanding Bonds specified in the provisions of the Resolution summarized herein under the heading “Powers of Amendment” and (b) an opinion of Bond Counsel stating that such Supplemental Resolution has been duly and lawfully adopted and filed by the Authority in accordance with the provisions of the Resolution, is authorized or permitted by the Resolution, and is valid and binding upon the Authority and enforceable in accordance with its terms, and (ii) a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of the holding or owning at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by the Resolution. A certificate or certificates by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with the Resolution shall be conclusive proof that the consents have been given by the Holders of the Bonds described in the certificate or certificates of the Trustee. Any consent given by a Bondholder shall be binding upon the Bondholder giving such consent and, anything in the Resolution to the contrary notwithstanding, upon any subsequent Bondholder and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), unless such consent is revoked in writing by the Bondholder giving such consent or a subsequent Holder thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter in this Section provided for is filed, such revocation. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee. At any time after the Holders of the required percentages of Bonds shall have filed their consents to the Supplemental Resolution, the Trustee shall make and file with the Authority and the Trustee a written statement that such Holders of such required percentages of Bonds have filed such consents. Such written statement shall be conclusive that

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such consents have been so filed. At any time thereafter notice, stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentages of Bonds and will be effective as provided in this Section, shall be given to the Bondholders by the Authority by mailing such notice to the Bondholders and, at the discretion of the Authority, by publishing the same at least once not more than ninety (90) days after the Holders of the required percentages of Bonds shall have filed their consents to the Supplemental Resolution and the written statement of the Trustee hereinabove provided for is filed (but failure to publish such notice shall not prevent such Supplemental Resolution from becoming effective and binding as in this Section provided). The Authority shall file with the Trustee proof of the mailing of such notice, and, if the same shall have been published, of the publication thereof.

The purchasers of the Bonds of a Series, whether purchasing as underwriters or Remarketing Agent, for resale or otherwise, upon such purchase, may consent to a modification or amendment permitted by the Resolution in the manner provided therein, except that no proof of ownership shall be required, and with the same effect as a consent given by the Holder of such Bonds; ***provided, however,*** that, if such consent is given by a purchaser who is purchasing as an underwriter or for resale, the nature of the modification or amendment and the provisions for the purchaser consenting thereto shall be described in the official statement, prospectus, offering memorandum or other offering document prepared in connection with the primary offering, reoffering or resale of the Bonds of such Series by the Authority.

*(Section 10.02)*

### **Modifications by Unanimous Consent**

The terms and provisions of the Resolution and the rights and obligations of the Authority and of the Holders of the Bonds may be modified or amended in any respect upon the adoption and filing with the Trustee by the Authority of a copy of a Supplemental Resolution certified by an Authorized Officer of the Authority and the consent of the Holders of all of the Bonds then Outstanding, such consent to be given as provided in the provisions of the Resolution summarized herein under the heading “Consent of Holders of Bonds”, except that no notice to the Bondholders either by mailing or publication shall be required.

*(Section 10.03)*

### **Events of Default**

Events of default under the Resolution and each Series Resolution include: failure to pay the principal, Sinking Fund Installments or Redemption Price of, or an installment of interest on, any Bond when the same shall become due and payable; default in the due and punctual performance of the covenants, conditions, agreements and provisions contained in the Bonds or in the Resolutions or any Series Resolution on the part of the Authority to be performed and such default continues for a period of thirty (30) days after written notice specifying such default and requiring the same to be remedied has been given to the Authority by the Trustee, which may give such notice in its discretion and must give such notice upon the written request of the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds or if such default is not capable of being cured within thirty (30) days, if the Authority fails to commence within said thirty (30) days and diligently prosecute the cure thereof; the Authority defaults in the due and punctual performance of any covenants contained in the Series Resolution and, as a result thereof, the interest on the Bonds for a Series is no longer excludable from gross income under Section 103 of the Code (a “Taxability Default”); or an “Event of Default” as defined in a Loan Agreement shall have occurred and be continuing and all sums payable by the University under the Loan Agreement shall have been declared to be immediately due and payable, which declaration shall not have been annulled.

*(Section 11.02)*

**Acceleration of Maturity**

Upon the happening and continuance of any event of default specified in the provisions of the Resolution summarized herein under the heading “Events of Default”, other than a Taxability Default, then and in every such case the Trustee, upon the written request of the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of each Series, shall, by a notice in writing to the Authority and each Rating Service, declare the principal of and interest on all of the Outstanding Bonds to be immediately due and payable. At the expiration of thirty (30) days after notice of such declaration has been given, such principal and interest shall become and be immediately due and payable. If all defaults shall have been remedied to the satisfaction of the Trustee, with the written consent of the Holders of not less than twenty-five per centum (25%) in principal amount of the Bonds not then due by their terms and Outstanding, by written notice to the Authority the Trustee may, provided certain conditions are satisfied, annul such declaration and its consequences.

*(Section 11.03)*

**Enforcement of Remedies**

Upon the happening and continuance of any event of default specified in the provisions of the Resolution summarized herein under the heading “Events of Default”, then and in every such case, the Trustee may proceed, and, upon the written request of the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of each Series or, in the case of a happening and continuance of an Taxability Default, of the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of the Series affected thereby, shall proceed (subject to the provisions of the Resolution) to protect and enforce its rights and the rights of the Bondholders under the Resolution or under any Series Resolution or under the laws of the State by such suits, actions or special proceedings in equity or at law, either for the specific performance of any covenant contained under the Resolution or under any Series Resolution or in aid or execution of any power therein granted, or for an accounting against the Authority as if the Authority were the trustee of an express trust, or for the enforcement of any proper legal or equitable remedy as the Trustee shall deem most effectual to protect and enforce such rights.

*(Section 11.04)*

**Limitation of Rights of Individual Bondholders**

No Holder of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law for the execution of any trust under the Resolution, or for any other remedy under the Resolution unless such Holder previously shall have given to the Trustee written notice of the event of default on account of which such suit, action or proceeding is to be instituted, and unless also the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of each Series or, in the case of a Taxability Default, the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of the Series affected thereby, shall have made written request to the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted by the Resolution or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses, and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time.

*(Section 11.08)*

**Defeasance**

(a) If the Authority shall pay or cause to be paid to the Holders of Bonds of a Series the principal, Sinking Fund Installments, if any, or Redemption Price of and interest thereon, at the times and in the manner stipulated therein, in the Resolution, and in the applicable Series Resolution and Bond Series

## *Appendix D*

Certificate, then the pledge of the Revenues or other money and securities pledged to such Bonds and all other rights granted by the Resolution to such Bonds shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the Authority, execute and deliver such documents to evidence such discharge and satisfaction as may be reasonably required by the Authority, and all money or securities held by it pursuant to the Resolution and to the applicable Series Resolution which are not required for the payment or redemption of Bonds of such Series shall be paid or delivered by the Trustee as follows: first, to the Arbitrage Rebate Fund, the amount required to be deposited therein in accordance with the direction of an Authorized Officer of the Authority; second, to the Authority the amount certified by an Authorized Officer of the Authority to be then due or past due pursuant to a Loan Agreement for fees and expenses of the Authority or pursuant to any indemnity; and, then, the balance thereof to the University. Such securities so paid or delivered shall be released from any trust, pledge, lien, encumbrance or security interest created by the Resolution or by any Series Resolution or Loan Agreement.

(b) Bonds for the payment or redemption of which Available Money shall have been set aside and shall be held in trust by the Trustee (through deposit of Available Money for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subdivision 1 of this Section. All Outstanding Bonds of any Series or any maturity within a Series or a portion of a maturity within a Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in paragraph (a) of this Section if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee, in form satisfactory to it, irrevocable instructions to give as provided in the Resolution notice of redemption on said date of such Bonds, (ii) there shall have been deposited with the Trustee either Available Money in an amount which shall be sufficient, or Defeasance Securities purchased with Available Money the principal of and interest on which when due will provide money which, together with the Available Money, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee, in form satisfactory to it, irrevocable instructions to give, as soon as practicable, by first class mail, postage prepaid, to the Holders of said Bonds at their last known addresses appearing on the registration books, and, if directed by the Authorized Officer of the Authority, by publication, at least twice, at an interval of not less than seven (7) days between publications, in an Authorized Newspaper, a notice to the Holders of such Bonds that the deposit required by clause (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which money is to be available for the payment of the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, of and interest on said Bonds, (iv) the Trustee shall have received an opinion of Bond Counsel to the effect that making provision pursuant to this Section 12.01(b) for payment of any Bond that is a Tax Exempt Bond will not cause said Bond to be considered to have been "reissued" for purposes of Section 1001 of the Code; and (v) the Trustee shall have received a Verification Report. The Authority shall give written notice to the Trustee and each Rating Service of its selection of the Series and maturity the payment of which is to be made in accordance with this Section. The Trustee shall select the Bonds of like Series and maturity payment of which shall be made in accordance with this Section in the manner provided in the Resolution. Neither Defeasance Securities nor money deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, of and interest on said Bonds; *provided, however*, that any money received from such principal or interest payments on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, of and interest to become due on said Bonds on and prior to such redemption date or maturity

date thereof, as the case may be; *provided, further*, that money and Defeasance Securities may be withdrawn and used by the Authority for any purpose upon (i) the simultaneous substitution therefor of either money in an amount which shall be sufficient, or Defeasance Securities the principal of and interest on which when due will provide money which without regard to reinvestment, together with the money, if any, held by or deposited with the Trustee at the same time, shall be sufficient to pay when due the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, and interest due and to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (ii) receipt by the Trustee of a letter or other written report of a firm of independent certified public accountants verifying the accuracy of the arithmetical computations which establish the adequacy of such money and Defeasance Securities for such purpose. Any income or interest earned by, or increment to, the investment of any such money so deposited, shall, to the extent certified by the Trustee to be in excess of the amounts required hereinabove to pay the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, of and interest on such Bonds, as realized, be paid by the Trustee as follows: first, to the Arbitrage Rebate Fund, the amount required to be deposited therein in accordance with the direction of an Authorized Officer of the Authority; second, to the Authority the amount certified by an Authorized Officer of the Authority to be then due or past due pursuant to a Loan Agreement for fees and expenses of the Authority or pursuant to any indemnity; and, then, the balance thereof to the University. Such securities so paid or delivered shall be released from any trust, pledge, lien, encumbrance or security interest created by the Resolution or by any Series Resolution or Loan Agreement.

(c) For the purpose of determining whether Variable Interest Rate Bonds shall be deemed to have been paid prior to the maturity or redemption date thereof, as the case may be, in accordance with paragraph (b) of this Section, the interest to come due on such Variable Interest Rate Bonds on or prior to the maturity date or redemption date thereof, as the case may be, shall be calculated at the Maximum Interest Rate permitted by the terms thereof; *provided, however*, that if on any date, as a result of such Variable Interest Rate Bonds having borne interest at less than such Maximum Interest Rate for any period, the total amount of money and Defeasance Securities on deposit with the Trustee for the payment of interest on such Variable Interest Rate Bonds is in excess of the total amount which would have been required to be deposited with the Trustee on such date in respect of such Variable Interest Rate Bonds in order to satisfy clause (ii) of the second sentence of paragraph (b) of this Section, the Trustee shall pay the amount of such excess as follows: first, to the Arbitrage Rebate Fund, the amount required to be deposited therein in accordance with the direction of an Authorized Officer of the Authority; second, to the Authority the amount certified by an Authorized Officer of the Authority to be then due or past due pursuant to a Loan Agreement for fees and expenses of the Authority or pursuant to any indemnity; and, then, the balance thereof to the University. Such securities so paid or delivered shall be released from any trust, pledge, lien, encumbrance or security interest created by the Resolution or by any Series Resolution or Loan Agreement.

(d) Option Bonds will be deemed to have been paid in accordance with clause (ii) of the second sentence of paragraph (b) above only if there shall be deposited with the Trustee Available Money in an amount which shall be sufficient to pay when due the maximum amount of principal of and premium, if any, and interest on such Bonds which could become payable to the Holders of such Bonds upon the exercise of any options provided to the Holders of such Bonds; *provided, however*, that if, at the time a deposit is made with the Trustee pursuant to paragraph (b) of this Section, the options originally exercisable by the Holder of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this paragraph (d). If any portion of the money deposited with the Trustee for the payment of the principal of and premium, if any, and interest on Option Bonds is not required for such purpose, the Trustee shall, if requested by the Authority, pay the amount of such excess as follows: first, to the Arbitrage Rebate Fund, the amount required to be deposited therein in accordance with the direction of an Authorized Officer of the Authority; second, to the Authority the amount certified by an Authorized Officer of the Authority to be then due or past due pursuant to a Loan Agreement for fees and expenses of the Authority or pursuant to any indemnity; and, then, the balance thereof to the University. Such securities

## *Appendix D*

so paid or delivered shall be released from any trust, pledge, lien, encumbrance or security interest created by the Resolution or by any Series Resolution or Loan Agreement.

(e) Anything in the Resolution to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Bonds of a Series or the interest thereon which remain unclaimed for one (1) year after the date when all of the Bonds of such Series have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such money were held by the Trustee at such date, or for one (1) year after the date of deposit of such money if deposited with the Trustee after said date when all of the Bonds of such Series become due and payable, shall, at the written request of the Authority, be repaid by the Trustee to the Authority as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Holders of Bonds shall look only to the Authority for the payment of such Bonds; ***provided, however,*** that, before being required to make any such payment to the Authority, the Trustee may, at the expense of the Authority, cause to be published in an Authorized Newspaper a notice that such money remains unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) nor more than sixty (60) days after the date of publication of such notice, the balance of such money then unclaimed shall be returned to the Authority.

*(Section 12.01)*

### **Certain Provisions Relating to Capital Appreciation Bonds and Deferred Income Bonds**

For the purposes of (i) receiving payment of the Redemption Price if a Capital Appreciation Bond is redeemed prior to maturity, (ii) receiving payment of a Capital Appreciation Bond if the principal of all Bonds is declared immediately due and payable following an “event of default”, as provided in the Resolution or (iii) computing the principal amount of Bonds held by the registered owner of a Capital Appreciation Bond in giving to the Authority, the University or the Trustee any notice, consent, request, or demand pursuant to the Resolution for any purpose whatsoever, the then current Accreted Value of such Bond shall be deemed to be its principal amount. Notwithstanding any other provision of the Resolution, the amount payable at any time with respect to the principal of and interest on any Capital Appreciation Bond shall not exceed the Accreted Value thereof at such time. For purposes of receiving payment of the Redemption Price or principal of a Capital Appreciation Bond called for redemption prior to maturity or the principal of which has been declared to be immediately due and payable pursuant to the Resolution, the difference between the Accreted Value of such Bond when the Redemption Price or principal thereof is due upon such redemption or declaration and the principal of such Bond on the date the Bonds of the Series of which it is a part were first issued shall be deemed not to be accrued and unpaid interest thereon.

For the purposes of (i) receiving payment of the Redemption Price if a Deferred Income Bond is redeemed, or (ii) receiving payment of a Deferred Income Bond if the principal of all Bonds is declared immediately due and payable following an Event of Default, as provided in the Resolution or (iii) computing the principal amount of Bonds held by the registered owner of a Deferred Income Bond in giving to the Authority or the Trustee any notice, consent, request, or demand pursuant to the Resolution for any purpose whatsoever, the then current Appreciated Value of such Bond shall be deemed to be its principal amount. Notwithstanding any other provision of the Resolution, the amount payable at any time prior to the Interest Commencement Date with respect to the principal of and interest on any Deferred Income Bond shall not exceed the Appreciated Value thereof at such time. For purposes of receiving payment prior to the Interest Commencement Date of the Redemption Price or principal of a Deferred Income Bond called for redemption prior to maturity or the principal of which has been declared to be immediately due and payable pursuant to the provisions of the Resolution summarized herein under the heading “Acceleration of Maturity”, the difference between the Appreciated Value of such Bond when the Redemption Price or principal thereof is due upon such redemption or declaration and the principal of such Bond on the date the Bonds were first issued shall be deemed not to be accrued and unpaid interest thereon.

*(Section 14.07)*

**APPENDIX E – FORM OF APPROVING OPINIONS  
OF CO-BOND COUNSELS**

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December \_\_, 2017

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

Ladies and Gentlemen:

We have examined a record of proceedings relating to the issuance of \$42,580,000 aggregate principal amount of St. John's University Revenue Bonds, Series 2017A (the "Series 2017A Bonds") by the Dormitory Authority of the State of New York (the "Authority"), a body corporate and politic constituting a public benefit corporation of the State of New York, including the Dormitory Authority Act, being Title 4 of Article 8 of the Public Authorities Law of the State of New York, as amended to the date hereof, including, without limitation, by the Healthcare Financing Consolidation Act, being Title 4-B of the Public Authorities Law of the State of New York, as amended to the date hereof (the "Act"). We have also examined such certificates, documents, records and matters of law as we have deemed necessary for the purpose of rendering the opinions hereinafter set forth.

The Series 2017A Bonds are issued under and pursuant to the Act, the St. John's University Revenue Bond Resolution of the Authority, adopted on June 20, 2012 (the "Resolution"), the Series 2017A Resolution Authorizing Up To \$88,000,000 St. John's University Revenue Bonds, adopted on December 13, 2017 (the "Series 2017A Resolution") and the Bond Series Certificate, dated as of December 21, 2017, relating to the Series 2017A Bonds (the "2017A Bond Series Certificate"). Said resolutions and the 2017A Bond Series Certificate are herein collectively referred to as the "Resolutions." Unless otherwise defined herein, capitalized terms used herein have the respective meanings given to them in the Resolutions.

The Series 2017A Bonds are part of an issue of bonds of the Authority (the "Bonds"), which the Authority has established and created under the terms of the Resolution and is authorized to issue from time to time for the purposes authorized by the Act and the Resolution, as then in effect, and without limitation as to amount, except as provided in the Resolutions or as may be limited by law. The Series 2017A Bonds are being issued for the purposes set forth in the Resolutions.

The Authority is authorized to issue Bonds, in addition to the Series 2017A Bonds, only upon the terms and conditions set forth in the Resolution and such Bonds, when issued, will with all other Bonds which have been or may be issued, be entitled to the benefit, protection and security of the provisions, covenants and agreements of the Resolution.

The Series 2017A Bonds are dated and bear interest from their date of delivery and mature on July 1, in each of the years in the respective principal amounts, and bear interest, payable July 1, 2018 and semiannually thereafter on each January 1 and July 1, at the respective rates per annum set forth below:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2026	\$ 9,385,000	5.000%
2027	16,135,000	5.000
2028	3,065,000	5.000
2029	6,785,000	5.000
2030	7,210,000	5.000

The Series 2017A Bonds are issuable in the form of fully registered Bonds in denominations of \$5,000 or integral multiples thereof. The Series 2017A Bonds are numbered consecutively from one upward in order of issuance. The Series 2017A Bonds are subject to redemption and purchase-in-lieu-of optional redemption prior to maturity as provided in the Resolutions.

The Series 2017A Bonds are being issued to finance a loan by the Authority to St. John’s University (the “University”). The Authority and the University have entered into a Loan Agreement, dated as of December 13, 2017 (the “Loan Agreement”), by which the University is required to make payments sufficient to pay the principal and Redemption Price of and interest on the Series 2017A Bonds, as well as the Authority’s annual administrative expenditures and costs. All amounts payable under the Loan Agreement which are required to be paid to the Trustee under the Resolution for payment of the principal or Redemption Price of or interest on the Series 2017A Bonds have been pledged by the Authority for the benefit of the Holders of Outstanding Series 2017A Bonds.

We are of the opinion that:

1. The Authority is a body corporate and politic constituting a public benefit corporation of the State of New York, with the right and lawful authority and power to adopt the Resolutions and to issue the Series 2017A Bonds thereunder.

2. The Series 2017A Resolution has been duly adopted by the Authority in accordance with the provisions of the Resolution and is authorized and permitted by the Resolution. The Series 2017A Resolution and the Resolution have been duly and lawfully adopted by the Authority, are in full force and effect and are legal, valid and binding obligations of the Authority enforceable in accordance with their respective terms.

3. The Series 2017A Bonds have been duly and validly authorized and issued in accordance with the Constitution and statutes of the State of New York, including the Act, and

in accordance with the Resolutions. The Series 2017A Bonds are legal, valid and binding special obligations of the Authority payable as provided in the Resolutions, are enforceable in accordance with their terms and the terms of the Resolution and are entitled to the benefits of the Resolutions and the Act.

4. The Authority has the right and lawful authority and power to enter into the Loan Agreement and the Loan Agreement has been duly authorized, executed and delivered by the Authority and constitute legal, valid and binding obligations of the Authority enforceable in accordance with their respective terms.

5.\* The Internal Revenue Code of 1986 (the “Code”) sets forth certain requirements that must be met subsequent to the issuance and delivery of the Series 2017A Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2017A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Series 2017A Bonds. Pursuant to the Series 2017A Resolution, the Loan Agreement and the Tax Certificate as to Arbitrage and the Provisions of Sections 103 and 141–150 of the Internal Revenue Code of the Authority and the University (the “Tax Certificate”), the Authority and the University have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2017A Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the Authority and the University have made certain representations and certifications in the Series 2017A Resolution, the Loan Agreement and the Tax Certificate. We have also relied on the opinion of counsel to the University as to all matters concerning the status of the University as organizations described in Section 501(c)(3) of the Code and exempt from federal income tax under Section 501(a) of the Code. We have not independently verified the accuracy of those certifications and representations or that opinion.

Under existing law, assuming compliance with the tax covenants described above, and the accuracy of the aforementioned representations and certifications, interest on the Series 2017A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Interest on the Series 2017A Bonds is, however, included in the adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed on corporations.

6. Interest on the Series 2017A Bonds is exempt, by virtue of the Act, from personal income taxes of the State of New York and its political subdivisions, including The City of New York and the City of Yonkers.

We have examined an executed Series 2017A Bond and, in our opinion, the form of said bond and its execution are regular and proper.

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\* This opinion is being given by Nixon Peabody LLP only.

The opinions contained in paragraphs 2, 3 and 4 above are qualified to the extent that the enforceability of the Resolutions, the Loan Agreement and the Series 2017A Bonds may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or as to the availability of any particular remedy. Except as stated in paragraphs 5 and 6 above, we express no opinion as to any other federal, state or local tax consequences of the ownership or disposition of the Series 2017A Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequences with respect to the Series 2017A Bonds, or the interest thereon, if any action is taken with respect to the Series 2017A Bonds or the proceeds thereof upon the advice or approval of other counsel.

In connection with the delivery of this opinion, we are not passing upon the authorization, execution and delivery of the Loan Agreement by the University. We have assumed the due authorization, execution and delivery of the Loan Agreement by the University.

Very truly yours,

**APPENDIX F – FORM OF CONTINUING DISCLOSURE AGREEMENT**

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## **AGREEMENT TO PROVIDE CONTINUING DISCLOSURE**

### **DORMITORY AUTHORITY OF THE STATE OF NEW YORK ST. JOHN'S UNIVERSITY REVENUE BONDS, SERIES 2017A**

This **AGREEMENT TO PROVIDE CONTINUING DISCLOSURE** (the “Disclosure Agreement”), dated as of December 28, 2017, is executed and delivered by the Dormitory Authority of the State of New York (the “Issuer” or “DASNY”), St. John’s University, New York (the “Obligated Person”), The Bank of New York Mellon, as Trustee (the “Trustee”) and Digital Assurance Certification, L.L.C. (“DAC”), as exclusive Disclosure Dissemination Agent (the “Disclosure Dissemination Agent”) for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to provide certain continuing disclosure with respect to the Bonds in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time (the “Rule”).

The services provided under this Disclosure Agreement solely relate to the execution of instructions received from the parties hereto through use of the DAC system and are not intended to constitute “advice” within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Issuer, the Obligated Person or anyone on the Issuer’s or the Obligated Person’s behalf regarding the “issuance of municipal securities” or any “municipal financial product” as defined in the Act and nothing in this Disclosure Agreement shall be interpreted to the contrary.

**SECTION 1. Definitions.** Capitalized terms not otherwise defined in this Disclosure Agreement shall have the meaning assigned in the Rule or, to the extent not in conflict with the Rule, in the Resolution (hereinafter defined). The capitalized terms shall have the following meanings:

“Annual Filing Date” means the date, set in Sections 2(a) and 2(f) of this Disclosure Agreement, by which the Annual Report is to be filed with the MSRB.

“Annual Financial Information” means annual financial information as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(a) of this Disclosure Agreement.

“Annual Report” means an Annual Report described in and consistent with Section 3 of this Disclosure Agreement.

“Audited Financial Statements” means the financial statements (if any) of the Obligated Person for the prior fiscal year, certified by an independent auditor as prepared in accordance with generally accepted accounting principles or otherwise, as such term is used in paragraph (b)(5)(i) of the Rule and specified in Section 3(b) of this Disclosure Agreement.

“Bonds” means the bonds as listed on the attached Exhibit A, with the 9-digit CUSIP numbers relating thereto.

“Certification” means a written certification of compliance signed by the Disclosure Representative (or DASNY, in accordance with Section 4(b), 7(a) or 7(b) of this Disclosure Agreement) stating that the Annual Report, Audited Financial Statements, Voluntary Financial Disclosure, Notice Event notice, Failure to File Event notice or Voluntary Event Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Voluntary Financial Disclosure, Notice Event notice, Failure to File Event notice or Voluntary Event Disclosure required to be or voluntarily submitted to the MSRB under this Disclosure Agreement. A Certification shall accompany each such document submitted to the Disclosure Dissemination Agent by the Obligated Person and include the full name of the Bonds and the 9-digit CUSIP numbers for all Bonds to which the document applies.

“Disclosure Dissemination Agent” means Digital Assurance Certification, L.L.C., acting in its capacity as Disclosure Dissemination Agent hereunder, or any successor Disclosure Dissemination Agent designated in writing by the Issuer pursuant to Section 9 hereof.

“Disclosure Dissemination Agreement” means that agreement, dated January 31, 2005, as amended to the date hereof, by and between the Disclosure Dissemination Agent and the Issuer pursuant to which disclosure dissemination services are to be provided by the Disclosure Dissemination Agent.

“Disclosure Representative” means the chief financial officer of the Obligated Person or his or her designee, or such other person as the Obligated Person shall designate in writing to the Disclosure Dissemination Agent from time to time as the person responsible for providing Information to the Disclosure Dissemination Agent.

“Failure to File Event” means the Obligated Person’s failure to file an Annual Report on or before the Annual Filing Date.

“Force Majeure Event” means: (i) acts of God, war or terrorist action; (ii) failure or shut-down of the Electronic Municipal Market Access System maintained by the MSRB; or (iii) to the extent beyond the Disclosure Dissemination Agent’s reasonable control, interruptions in telecommunications or utilities services, failure, malfunction or error of any telecommunications, computer or other electrical, mechanical or technological application, service or system, computer virus, interruptions in Internet service or telephone service (including due to a virus, electrical delivery problem or similar occurrence) that affect Internet users generally, or in the local area in which the Disclosure Dissemination Agent or the MSRB is located, or acts of any government, regulatory or any other competent authority the effect of which is to prohibit the Disclosure Dissemination Agent from performance of its obligations under this Disclosure Agreement.

“Holder” means any person (a) having the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding



Bonds through nominees, depositories or other intermediaries) or (b) treated as the owner of any Bonds for federal income tax purposes.

“Information” means collectively, the Annual Reports, the Audited Financial Statements (if any), the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

“Issuer” means the Dormitory Authority of the State of New York, as conduit issuer of the Bonds.

“MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the United States Securities Exchange Act of 1934, as amended.

“Notice Event” means any of the events enumerated in paragraph (b)(5)(i)(C) of the Rule and listed in Section 4(a) of this Disclosure Agreement.

“Obligated Person” means any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities), as shown on Exhibit A.

“Official Statement” means that Official Statement prepared by the Issuer and the Obligated Person in connection with the Bonds, as listed on Exhibit A.

“Resolution” means DASNY’s bond resolution(s) pursuant to which the Bonds were issued.

“Trustee” means The Bank of New York Mellon and its successors and assigns.

“Voluntary Event Disclosure” means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(11) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

“Voluntary Financial Disclosure” means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

## SECTION 2. Provision of Annual Reports.

(a) The Obligated Person shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy each for the Issuer and the Trustee, not later than 150 days after the end of each fiscal year of the Obligated Person (or any time thereafter following a Failure to File Event as described in this Section), commencing with the fiscal year ending May 31, 2018, such date and each anniversary thereof, the “Annual Filing Date.” Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide the Annual

Report to the MSRB through its Electronic Municipal Market Access (“EMMA”) System for municipal securities disclosures. The Annual Financial Information and Audited Financial Statements may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 3 of this Disclosure Agreement.

(b) If on the fifteenth (15th) day prior to the Annual Filing Date, the Disclosure Dissemination Agent has not received a copy of the Annual Report and Certification, the Disclosure Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by e-mail), with a copy to the Issuer, to remind the Obligated Person of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Obligated Person shall, not later than two (2) business days prior to the Annual Filing Date, either: (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Financial Information, Audited Financial Statements, if available, and unaudited financial statements, if Audited Financial Statements are not available in accordance with subsection (d) below and the Certification, or (ii) instruct the Disclosure Dissemination Agent in writing, with a copy to the Issuer and the Trustee, that a Failure to File Event may occur, state the date by which the Annual Financial Information and Audited Financial Statements for such year are expected to be provided, and, at the election of the Obligated Person, instruct the Disclosure Dissemination Agent to send a notice to the MSRB in substantially the form attached as Exhibit B on the Annual Filing Date, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(c) If the Disclosure Dissemination Agent has not received an Annual Report and Certification by 6:00 p.m. Eastern time on the Annual Filing Date (or, if such Annual Filing Date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a Failure to File Event shall have occurred and the Obligated Person hereby irrevocably directs the Disclosure Dissemination Agent to immediately send a notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

(d) If Audited Financial Statements of the Obligated Person are prepared but not available prior to the Annual Filing Date, the Obligated Person shall provide unaudited financial statements for filing prior to the Annual Filing Date in accordance with Section 3(b) hereof and, when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy each for the Issuer and the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

- (i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;
- (ii) upon receipt, promptly file each Annual Report received under Section 2(a) and 2(b) with the MSRB;

- (iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) with the MSRB;
- (iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) with the MSRB, identifying the Notice Event as instructed pursuant to Section 4(a) or 4(b)(ii) (being any of the categories set forth below) when filing pursuant to the Section 4(c) of this Disclosure Agreement:
  - 1. Principal and interest payment delinquencies;
  - 2. Non-Payment related defaults, if material;
  - 3. Unscheduled draws on debt service reserves reflecting financial difficulties;
  - 4. Unscheduled draws on credit enhancements reflecting financial difficulties;
  - 5. Substitution of credit or liquidity providers, or their failure to perform;
  - 6. Adverse tax opinions, IRS notices or events affecting the tax status of the securities;
  - 7. Modifications to rights of securities holders, if material;
  - 8. Bond calls, if material;
  - 9. Defeasances;
  - 10. Release, substitution, or sale of property securing repayment of the securities, if material;
  - 11. Ratings changes;
  - 12. Tender offers;
  - 13. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
  - 14. Merger, consolidation, or acquisition of the Obligated Person, if material; and
  - 15. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
- (v) upon receipt (or irrevocable direction pursuant to Section 2(c) of this Disclosure Agreement, as applicable), promptly file a completed copy of

Exhibit B to this Disclosure Agreement with the MSRB, identifying the filing as “Failure to provide annual financial information as required” when filing pursuant to Section 2(b)(ii) or Section 2(c) of this Disclosure Agreement;

(vi) upon receipt, promptly file the text of each Voluntary Event Disclosure received under Section 7(a) with the MSRB, identifying the Voluntary Event Disclosure as instructed by the Issuer or the Obligated Person pursuant to Section 7(a) (being any of the categories set forth below) when filing pursuant to Section 7(a) of this Disclosure Agreement:

1. “amendment to continuing disclosure undertaking;”
2. “change in obligated person;”
3. “notice to investors pursuant to bond documents;”
4. “certain communications from the Internal Revenue Service;”
5. “secondary market purchases;”
6. “bid for auction rate or other securities;”
7. “capital or other financing plan;”
8. “litigation/enforcement action;”
9. “change of tender agent, remarketing agent, or other on-going party;”
10. “derivative or other similar transaction;” and
11. “other event-based disclosures;”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) with the MSRB, identifying the Voluntary Financial Disclosure as instructed by the Issuer or the Obligated Person pursuant to Section 7(b) (being any of the categories set forth below) when filing pursuant to Section 7(b) of this Disclosure Agreement:

1. “quarterly/monthly financial information;”
2. “change in fiscal year/timing of annual disclosure;”
3. “change in accounting standard;”

4. “interim/additional financial information/operating data;”
5. “budget;”
6. “investment/debt/financial policy;”
7. “information provided to rating agency, credit/liquidity provider or other third party;”
8. “consultant reports;” and
9. “other financial/operating data;”

(viii) provide the Obligated Person and the Issuer evidence of the filings of each of the above when made, which shall be by means of the DAC system, for so long as DAC is the Disclosure Dissemination Agent under this Disclosure Agreement.

(f) The Obligated Person may adjust the Annual Filing Date upon change of its fiscal year by providing written notice of such change and the new Annual Filing Date to the Disclosure Dissemination Agent, the Issuer, the Trustee and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Any Information received by the Disclosure Dissemination Agent before 6:00 p.m. Eastern time on any business day that it is required to file with the MSRB pursuant to the terms of this Disclosure Agreement and that is accompanied by a Certification and all other information required by the terms of this Disclosure Agreement will be filed by the Disclosure Dissemination Agent with the MSRB no later than 11:59 p.m. Eastern time on the same business day; provided, however, the Disclosure Dissemination Agent shall have no liability for any delay in filing with the MSRB if such delay is caused by a Force Majeure Event provided that the Disclosure Dissemination Agent uses reasonable efforts to make any such filing as soon as possible.

### SECTION 3. Content of Annual Reports.

Each Annual Report shall contain:

(a) Annual Financial Information with respect to the Obligated Person which shall include operating data and financial information of the type included in the Official Statement for the Bonds as described in “PART 5–THE UNIVERSITY” relating to: (1) *student admissions*, similar to that set forth under the heading “Freshman Admission Statistics;” (2) *student enrollment*, similar to that set forth under the heading “Enrollment Summary;” (3) *tuition and other student charges*, similar to that set forth under the heading “Full-Time Undergraduate Tuition and Fee Charges;” (4) *financial aid*, similar to that set forth under the heading “Sources of Scholarship and Grant Aid;” (5) *faculty*, similar to that set forth under the heading “Faculty Profile;” (6) *endowment and similar funds*, similar to that set forth under the heading “Fair Market Value of Investment Portfolio;” (7) *plant values*, similar to that set forth under the

heading “Net Book Value of Plant Assets;” and (8) *outstanding long-term indebtedness*, similar to that set forth under the heading “Outstanding Indebtedness;” together with a narrative explanation as may be necessary to avoid misunderstanding regarding the presentation of such Annual Financial Information concerning the Obligated Person; and

(b) Audited Financial Statements prepared in accordance with generally accepted accounting principles (“GAAP”) or alternate accounting principles as described in the Official Statement will be included in the Annual Report. If Audited Financial Statements are not available, the Obligated Person shall be in compliance under this Disclosure Agreement if unaudited financial statements, prepared in accordance with GAAP or alternate accounting principles as described in the Official Statement, are included in the Annual Report. In such event, Audited Financial Statements (if any) shall be provided pursuant to Section 2(d).

Any or all of the items listed above may be included by specific reference from other documents, including official statements of debt issues with respect to which the Obligated Person is an “obligated person” (as defined by the Rule), which have been previously filed with the Securities and Exchange Commission or are available from the MSRB Internet Website. If the document incorporated by reference is a Final Official Statement, it must be available from the MSRB. The Obligated Person will clearly identify each such document so incorporated by reference.

Any Annual Financial Information containing modified operating data or financial information shall include an explanation, in narrative form, of such modifications.

#### SECTION 4. Reporting of Notice Events.

(a) The occurrence of any of the following events with respect to the Bonds constitutes a Notice Event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices and determinations with respect to the tax status of the securities or other material events affecting the tax status of the securities;
7. Modification to rights of the security holders, if material;
8. Bond calls, if material;

9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Tender Offers;
13. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

**Note to subsection (a)(13) of this Section 4:** For the purposes of the event described in subsection (a)(13) of this Section 4, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

14. The consummation of a merger, consolidation or acquisition involving the Obligated Person, or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
15. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

The Obligated Person shall, in a timely manner not in excess of ten business days after its occurrence, notify DASNY, the Trustee and the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Upon actual knowledge of the occurrence of a Notice Event, DASNY or the Trustee shall promptly notify the Obligated Person and also may notify the Disclosure Dissemination Agent in writing of the occurrence of such Notice Event. Each notice to the Disclosure Dissemination Agent shall instruct it to report the occurrence pursuant to subsection (c) and shall be accompanied by a Certification. Such notice or Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the desired text of the disclosure, the written authorization for the Disclosure Dissemination Agent to disseminate such information, and identify the desired date for the Disclosure Dissemination Agent to disseminate the

information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer, the Obligated Person or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Disclosure Dissemination Agent so notifies the Issuer, the Obligated Person or the Disclosure Representative, such notified party will within two business days of receipt of such notice (but in any event not later than the tenth business day after the occurrence of the Notice Event, if the Issuer or the Obligated Person determines that a Notice Event has occurred), instruct the Disclosure Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made or (ii) a Notice Event has occurred and the Disclosure Dissemination Agent is to report the occurrence pursuant to subsection (c) of this Section 4, together with a Certification. Such Certification shall identify the Notice Event that has occurred (which shall be any of the categories set forth in Section 2(e)(iv) of this Disclosure Agreement), include the text of the disclosure that the Issuer or the Obligated Person desires to make, contain the written authorization of the Issuer or the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date the Issuer or the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information (provided that such date is not later than the tenth business day after the occurrence of the Notice Event).

(c) If the Disclosure Dissemination Agent has been instructed as prescribed in subsection (a) or as prescribed in subsection (b) of this Section 4 to report the occurrence of a Notice Event, the Disclosure Dissemination Agent shall promptly file a notice of such occurrence with MSRB, in accordance with Section 2(e)(iv) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-1.

#### SECTION 5. CUSIP Numbers.

Whenever providing information to the Disclosure Dissemination Agent, including but not limited to Annual Reports, documents incorporated by reference in the Annual Reports, Audited Financial Statements, Notice Event notices and Voluntary Event Disclosure, the Obligated Person shall indicate the full name of the Bonds and the 9-digit CUSIP numbers for the Bonds as to which the provided information relates.

#### SECTION 6. Additional Disclosure Obligations.

The Obligated Person acknowledges and understands that other state and federal laws, including but not limited to the United States Securities Act of 1933, as amended, and Rule 10b-5 promulgated under the United States Securities Exchange Act of 1934, as amended, may apply to the Obligated Person, and that the duties and responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement do not extend to providing legal advice regarding such laws. The Obligated Person acknowledges and understands that the duties of the Disclosure Dissemination Agent relate exclusively to execution of the mechanical tasks of disseminating information as described in this Disclosure Agreement.



## SECTION 7. Voluntary Filing.

(a) The Issuer or the Obligated Person, with the prior approval of DASNY, may instruct the Disclosure Dissemination Agent to file Voluntary Event Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative or DASNY. Such Certification shall identify the Voluntary Event Disclosure (which shall be any of the categories set forth in Section 2(e)(vi) of this Disclosure Agreement), include the text of the disclosure that the Issuer or Obligated Person desires to make, contain the written authorization of the Issuer for the Disclosure Dissemination Agent to disseminate such information, if applicable, and identify the date the Issuer or Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer or Obligated Person as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent may presume that the Obligated Person has obtained the prior approval of DASNY for such filing and shall promptly file such Voluntary Event Disclosure with the MSRB in accordance with Section 2(e)(vi) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-2.

(b) The Issuer or Obligated Person, with the prior approval of DASNY, may instruct the Disclosure Dissemination Agent to file Voluntary Financial Disclosure with the MSRB from time to time pursuant to a Certification of the Disclosure Representative or DASNY. Such Certification shall identify the Voluntary Financial Disclosure (which shall be any of the categories set forth in Section 2(e)(vii) of this Disclosure Agreement), include the desired text of the disclosure, contain the written authorization for the Disclosure Dissemination Agent to disseminate such information, if applicable, and identify the desired date for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Issuer or Obligated Person as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent may presume that the Obligated Person has obtained the prior approval of DASNY for such filing and shall promptly file such Voluntary Financial Disclosure with the MSRB in accordance with Section 2(e)(vii) hereof. This notice will be filed with a cover sheet completed by the Disclosure Dissemination Agent in the form set forth in Exhibit C-3.

(c) The parties hereto acknowledge that neither the Issuer nor the Obligated Person is obligated pursuant to the terms of this Disclosure Agreement to file any Voluntary Event Disclosure pursuant to Section 7(a) hereof or to file any Voluntary Financial Disclosure pursuant to Section 7(b) hereof.

(d) Nothing in this Disclosure Agreement shall be deemed to prevent the Obligated Person, with the approval of DASNY, from disseminating any other information through the Disclosure Dissemination Agent using the means of dissemination set forth in this Section 7, or including any other information in any Annual Report, Failure to File Event notice or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement. If the Obligated Person chooses to include any information in any Annual Report, Failure to File Event notice or Notice Event notice in addition to that which is specifically required by this Disclosure Agreement or to file Voluntary Event Disclosure or Voluntary Financial Disclosure, the Obligated Person shall have no obligation under this Disclosure Agreement to update such

information or include it in any future Annual Report, Voluntary Financial Disclosure, Voluntary Event Disclosure, Failure to File Event Notice or Notice Event notice.

#### SECTION 8. Termination of Reporting Obligation.

The obligations of the Obligated Person and the Disclosure Dissemination Agent under this Disclosure Agreement shall terminate with respect to the Bonds upon the legal defeasance, prior redemption or payment in full of all of the Bonds, when the Obligated Person is no longer an Obligated Person with respect to the Bonds, or upon delivery by the Disclosure Representative to the Disclosure Dissemination Agent of an opinion of nationally recognized bond counsel to the effect that continuing disclosure is no longer required.

#### SECTION 9. Disclosure Dissemination Agent.

The Issuer has appointed DAC as exclusive Disclosure Dissemination Agent under this Disclosure Agreement pursuant to the Disclosure Dissemination Agreement. The Issuer may, upon thirty days written notice to the Disclosure Dissemination Agent and the Trustee, replace or appoint a successor Disclosure Dissemination Agent. Upon termination of DAC's services as Disclosure Dissemination Agent, whether by notice of the Issuer or DAC, the Issuer agrees to appoint a successor Disclosure Dissemination Agent or, alternatively, agrees to assume all responsibilities of the Disclosure Dissemination Agent under this Disclosure Agreement for the benefit of the Holders of the Bonds. Notwithstanding any replacement or appointment of a successor, the Issuer shall remain liable until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer.

#### SECTION 10. Remedies in Event of Default.

In the event of a failure of the Obligated Person or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Disclosure Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

#### SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Issuer or the Obligated Person has provided such information to the Disclosure Dissemination Agent as provided in this Disclosure Agreement. The Disclosure Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Disclosure Dissemination Agent shall have no duty or obligation to review or verify any Information, or any other information, disclosures or notices provided to it by the Issuer or the Obligated Person and shall not be deemed to be acting in any fiduciary capacity for the

Issuer, the Obligated Person, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Obligated Person's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine or liability for failing to determine whether the Issuer or the Obligated Person has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of the Issuer or the Obligated Person at all times.

THE OBLIGATED PERSON AGREES TO INDEMNIFY AND SAVE THE DISCLOSURE DISSEMINATION AGENT, THE ISSUER AND THE TRUSTEE AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITY WHICH THEY MAY INCUR ARISING OUT OF OR IN THE EXERCISE OR PERFORMANCE OF THEIR POWERS AND DUTIES HEREUNDER, INCLUDING THE COSTS AND EXPENSES (INCLUDING ATTORNEYS FEES) OF DEFENDING AGAINST ANY CLAIM OF LIABILITY, BUT EXCLUDING LOSSES, EXPENSES AND LIABILITIES DUE TO THE DISCLOSURE DISSEMINATION AGENT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND THE TRUSTEE'S (AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS') NEGLIGENCE OR WILLFUL MISCONDUCT.

The obligations of the Obligated Person under this Section shall survive resignation or removal of the Disclosure Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Disclosure Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and neither of them shall incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The fees and expenses of such counsel shall be payable by the Obligated Person.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Disclosure Agreement shall be provided in an electronic format through the EMMA System and accompanied by identifying information as prescribed by the MSRB.

#### SECTION 12. No Issuer or Trustee Responsibility.

The Obligated Person and the Disclosure Dissemination Agent acknowledge that neither the Issuer nor the Trustee have undertaken any responsibility, and shall not be required to undertake any responsibility, with respect to any reports, notices or disclosures required by or provided pursuant to this Disclosure Agreement other than, with respect to DASNY, those notices required under Section 4(b) hereof, and shall have no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures other than those notices required under said Section 4(b). DASNY (as conduit issuer) is not, for purposes of and within the meaning of the Rule, (i) committed by contract or other arrangement to support payment of all, or part of, the obligations on the Bonds, or (ii) a person for whom annual financial information and notices of material events will be provided. The Trustee shall be

indemnified and held harmless in connection with this Disclosure Agreement to the same extent provided in the Resolution for matters arising thereunder.

#### SECTION 13. Amendment; Waiver.

Notwithstanding any other provision of this Disclosure Agreement, the Obligated Person, the Issuer, the Trustee and the Disclosure Dissemination Agent may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws acceptable to each of the Obligated Person, the Issuer, the Trustee and the Disclosure Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of Holders of the Bonds and would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule; provided none of the Obligated Person, the Issuer, the Trustee or the Disclosure Dissemination Agent shall be obligated to agree to any amendment modifying their respective duties or obligations without their consent thereto.

Notwithstanding the preceding paragraph, DASNY, the Obligated Person, the Trustee and the Disclosure Dissemination Agent shall have the right to amend this Disclosure Agreement for any of the following purposes:

(i) to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time;

(ii) to add or change a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(iii) to evidence the succession of another person to the Obligated Person, the Trustee or the Issuer and the assumption by any such successor of the covenants of the Obligated Person, the Trustee or the Issuer hereunder;

(iv) to add to the covenants of the Obligated Person, the Issuer or the Disclosure Dissemination Agent for the benefit of the Holders, or to surrender any right or power herein conferred upon the Obligated Person, the Issuer or the Disclosure Dissemination Agent;

(v) for any purpose for which, and subject to the conditions pursuant to which, amendments may be made under the Rule, as amended or modified from time to time, or any formal authoritative interpretations thereof by the Securities and Exchange Commission.

#### SECTION 14. Beneficiaries.

This Disclosure Agreement shall inure solely to the benefit of the Obligated Person, the Issuer, the Trustee, the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Governing Law.

This Disclosure Agreement shall be governed by the laws of the State of New York (without regard to its conflicts of laws provisions).

SECTION 16. Counterparts.

This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[remainder of page left intentionally blank]

The Disclosure Dissemination Agent, the Issuer, the Trustee and the Obligated Person have caused this Disclosure Agreement to be executed, on the date first written above, by their respective officers duly authorized.

**DIGITAL ASSURANCE CERTIFICATION,  
L.L.C.,**  
as Disclosure Dissemination Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ST. JOHN'S UNIVERSITY, NEW YORK,**  
Obligated Person

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Authorized Officer

**THE BANK OF NEW YORK MELLON,**  
as Trustee

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**NAME AND CUSIP NUMBERS OF BONDS**

Name of Issuer: Dormitory Authority of the State of New York  
Obligated Person(s): St. John's University, New York  
Name of Bond Issue: St. John's University Revenue Bonds, Series 2017A  
Date of Issuance: December 28, 2017  
Date of Official Statement: December 21, 2017

<u>Maturity</u>	<u>CUSIP No.</u>
July 1, 2026	64990C5Z0
July 1, 2027	64990C6A4
July 1, 2028	64990C6B2
July 1, 2029	64990C6C0
July 1, 2030	64990C6D8

**EXHIBIT B**

**NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT**

Name of Issuer: Dormitory Authority of the State of New York  
Obligated Person(s): St. John's University, New York  
Name of Bond Issue: St. John's University Revenue Bonds, Series 2017A  
Date of Issuance: December 28, 2017

CUSIP Numbers:

NOTICE IS HEREBY GIVEN that the Obligated Person has not provided an Annual Report with respect to the above-named Bonds as required by the Agreement to Provide Continuing Disclosure, dated as of December 28, 2017, by and among the Obligated Person, the Dormitory Authority of the State of New York, as Issuer, The Bank of New York Mellon, as Trustee and Digital Assurance Certification, L.L.C., as Disclosure Dissemination Agent. The Obligated Person has notified the Disclosure Dissemination Agent that it anticipates that the Annual Report will be filed by \_\_\_\_\_.

Dated: \_\_\_\_\_

Digital Assurance Certification, L.L.C., as  
Disclosure Dissemination Agent, on behalf of the  
Obligated Person

---

cc: Issuer  
Obligated Person



**EXHIBIT C-1  
EVENT NOTICE COVER SHEET**

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and Obligated Person's Names:

\_\_\_\_\_

Issuer's Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

\_\_\_\_\_

Number of pages attached: \_\_\_\_\_

Description of Notice Events (Check One):

1. \_\_\_\_\_ "Principal and interest payment delinquencies;"
2. \_\_\_\_\_ "Non-Payment related defaults, if material;"
3. \_\_\_\_\_ "Unscheduled draws on debt service reserves reflecting financial difficulties;"
4. \_\_\_\_\_ "Unscheduled draws on credit enhancements reflecting financial difficulties;"
5. \_\_\_\_\_ "Substitution of credit or liquidity providers, or their failure to perform;"
6. \_\_\_\_\_ "Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7. \_\_\_\_\_ "Modifications to rights of securities holders, if material;"
8. \_\_\_\_\_ "Bond calls, if material;"
9. \_\_\_\_\_ "Defeasances;"
10. \_\_\_\_\_ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. \_\_\_\_\_ "Rating changes;"
12. \_\_\_\_\_ "Tender offers;"
13. \_\_\_\_\_ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14. \_\_\_\_\_ "Merger, consolidation, or acquisition of the obligated person, if material;" and
15. \_\_\_\_\_ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

\_\_\_\_\_ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
390 N. Orange Avenue  
Suite 1750  
Orlando, FL 32801  
407-515-1100

Date:

**EXHIBIT C-2**  
**VOLUNTARY EVENT DISCLOSURE COVER SHEET**

This cover sheet and accompanying “voluntary event disclosure” will be sent to the MSRB, pursuant to the Continuing Disclosure Agreement dated as of December 28, 2017 by and among the Issuer, the Obligated Person, the Trustee and DAC.

Issuer’s and Obligated Person’s Names:

\_\_\_\_\_

Issuer’s Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

\_\_\_\_\_

Number of pages attached: \_\_\_\_\_

Description of Voluntary Event Disclosure (Check One):

1. \_\_\_\_\_ “amendment to continuing disclosure undertaking;”
2. \_\_\_\_\_ “change in obligated person;”
3. \_\_\_\_\_ “notice to investors pursuant to bond documents;”
4. \_\_\_\_\_ “certain communications from the Internal Revenue Service;”
5. \_\_\_\_\_ “secondary market purchases;”
6. \_\_\_\_\_ “bid for auction rate or other securities;”
7. \_\_\_\_\_ “capital or other financing plan;”
8. \_\_\_\_\_ “litigation/enforcement action;”
9. \_\_\_\_\_ “change of tender agent, remarketing agent, or other on-going party;”
10. \_\_\_\_\_ “derivative or other similar transaction;” and
11. \_\_\_\_\_ “other event-based disclosures.”

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
390 N. Orange Avenue  
Suite 1750  
Orlando, FL 32801  
407-515-1100

Date:

**EXHIBIT C-3**  
**VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET**

This cover sheet and accompanying “voluntary financial disclosure” will be sent to the MSRB, pursuant to the Continuing Disclosure Agreement dated as of December 28, 2017 by and among the Issuer, the Obligated Person, the Trustee and DAC.

Issuer’s and Obligated Person’s Names:

\_\_\_\_\_

Issuer’s Six-Digit CUSIP Number:

\_\_\_\_\_

\_\_\_\_\_

or Nine-Digit CUSIP Number(s) of the bonds to which this notice relates:

\_\_\_\_\_

Number of pages attached: \_\_\_\_\_

Description of Voluntary Financial Disclosure (Check One):

1. \_\_\_\_\_ “quarterly/monthly financial information;”
2. \_\_\_\_\_ “change in fiscal year/timing of annual disclosure;”
3. \_\_\_\_\_ “change in accounting standard;”
4. \_\_\_\_\_ “interim/additional financial information/operating data;”
5. \_\_\_\_\_ “budget;”
6. \_\_\_\_\_ “investment/debt/financial policy;”
7. \_\_\_\_\_ “information provided to rating agency, credit/liquidity provider or other third party;”
8. \_\_\_\_\_ “consultant reports;” and
9. \_\_\_\_\_ “other financial/operating data.”

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Digital Assurance Certification, L.L.C.  
390 N. Orange Avenue  
Suite 1750  
Orlando, FL 32801  
407-515-1100

Date:

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**APPENDIX G – REFUNDED BONDS**

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**BONDS TO BE REFUNDED**

**Series 2008B-1 Bonds\***

<u>Maturity</u>	<u>Par Amount</u>	<u>Coupon</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number</u> <sup>†</sup>
7/1/2034	\$940,000	Variable	1/5/2018	100%	6499033R0

**Series 2008B-2 Bonds\***

<u>Maturity</u>	<u>Par Amount</u>	<u>Coupon</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number</u> <sup>†</sup>
7/1/2037	\$1,760,000	Variable	1/5/2018	100%	6499033S8

**Series 2012A Bonds**

<u>Maturity</u>	<u>Par Amount</u>	<u>Coupon</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number</u> <sup>†</sup>
7/1/2026	\$9,385,000	5.00%	7/1/2022	100%	649906S62
7/1/2027	16,135,000	5.00	7/1/2022	100	649906S70
7/1/2028	3,065,000	5.00	7/1/2022	100	649906S54

**Series 2012B Bonds\***

<u>Maturity</u>	<u>Par Amount</u>	<u>Coupon</u>	<u>Redemption Date</u>	<u>Redemption Price</u>	<u>CUSIP Number</u> <sup>†</sup>
7/1/2030	\$13,995,000	5.00%	7/1/2022	100%	649906U28

\*The following Refunded Bonds will be credited against the mandatory redemption dates and sinking fund installments set forth below:

**Series 2008B-1 Bonds Due July 1, 2034**

<u>July 1</u>	<u>Sinking Fund Installment</u>
2019	\$470,000
2020	470,000

**Series 2008B-2 Bonds Due July 1, 2037**

<u>July 1</u>	<u>Sinking Fund Installment</u>
2019	\$860,000
2020	900,000

**Series 2012B Bonds Due July 1, 2030**

<u>July 1</u>	<u>Sinking Fund Installment</u>
2029	\$6,785,000
2030	7,210,000

<sup>†</sup> CUSIP data herein are provided by CUSIP Global Services, which is managed by S&P Global Market Intelligence on behalf of the American Bankers Association. The CUSIP numbers listed above are being provided solely for convenience. DASNY is not responsible for the selection or uses of these CUSIP numbers, nor is any representation made as to their correctness on the Refunded Bonds or as indicated above. The CUSIP numbers have been and are subject to change after the original issuance of the Refunded Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part.

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