



\$110,000,000*
DORMITORY AUTHORITY OF THE STATE OF NEW YORK
WAGNER COLLEGE REVENUE BONDS,
SERIES 2022

Dated: Date of Delivery

Due: July 1, as shown on the inside cover

Payment and Security: The Dormitory Authority of the State of New York Wagner College Revenue Bonds, Series 2022 (the “Series 2022 Bonds”) are special limited 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 the date of issuance of the Series 2022 Bonds, between Wagner College (“Wagner” or the “College”) and DASNY, and (ii) all funds and accounts (except the Arbitrage Rebate Fund) established under DASNY’s Wagner College Revenue Bond Resolution, adopted January 5, 2022 (the “Resolution”) and the Series Resolution 2022-1 Authorizing Up to \$110,000,000 Wagner College Revenue Bonds, adopted January 5, 2022 (the “Series 2022 Resolution” and, together with the Resolution, the “Resolutions”).

The Loan Agreement, assigned by DASNY to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), is a general obligation of the College and requires the College to pay, in addition to the fees and expenses of DASNY and the Trustee, amounts sufficient to pay, when due, the principal, Sinking Fund Installments, if any, and Redemption Price of and interest on the Series 2022 Bonds. The obligations of the College under the Loan Agreement to make such payments will be secured by a pledge of certain revenues of the College pursuant to a Security Agreement, dated as of the date of issuance of the Series 2022 Bonds (the “Security Agreement”), and assigned by DASNY to the Trustee.

The Series 2022 Bonds will not be a debt of the State of New York (the “State”) and the State will not be liable on the Series 2022 Bonds. DASNY has no taxing power.

Description: The Series 2022 Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof. Interest (due January 1, 2023 and each July 1 and January 1 thereafter) will be payable by check or draft mailed to the registered owners of the Series 2022 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 2022 Bonds, by wire transfer to the holder of such Series 2022 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 2022 Bonds will be payable at the principal corporate trust office of the Trustee, as 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 2022 Bonds, by wire transfer to the holder of such Series 2022 Bonds as more fully described herein.

The Series 2022 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 2022 Bonds will be made in Book-Entry form (without certificates). So long as DTC or its nominee is the registered owner of the Series 2022 Bonds, payments of the principal, Redemption Price and Purchase Price of and interest on such Series 2022 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 2022 BONDS – Book-Entry Only System” herein.

Redemption or Purchase: *The Series 2022 Bonds are subject to redemption and purchase in lieu of optional redemption prior to maturity as more fully described herein.*

Tax Matters: In the opinion of Barclay Damon LLP, Co-Bond Counsel to DASNY, under existing law, and assuming compliance with certain covenants described herein and the accuracy and completeness of certain representations, certifications of fact and statements of reasonable expectations made by DASNY, the College and others, interest on the Series 2022 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”). Barclay Damon LLP is further of the opinion that interest on the Series 2022 Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed under the Code. Barclay Damon LLP is also of the opinion that, under existing law, interest on the Series 2022 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). See “PART 12 – TAX MATTERS” herein regarding certain other tax considerations.

The Series 2022 Bonds are offered when, as, and if issued and received by Morgan Stanley & Co. LLC (the “Underwriter”). The offer of the Series 2022 Bonds may be subject to prior sale, or withdrawn or modified at any time without notice. The offer is subject to the approval of legality by Barclay Damon LLP, Albany, New York, and Law Offices of Barry D. Lites LLP, Huntington, New York, Co-Bond Counsel, and to certain other conditions. Certain legal matters will be passed upon for the College by its special finance counsel, Hawkins Delafield & Wood LLP, New York, New York. Certain legal matters will be passed upon for the Underwriter by its counsel, Katten Muchin Rosenman LLP, New York, New York. The Yuba Group LLC, New York, New York, has served as Financial Advisor with respect to the issuance of the Series 2022 Bonds. DASNY expects to deliver the Series 2022 Bonds in definitive form in Albany, New York, on or about April 21, 2022.

Morgan Stanley

\$110,000,000
DORMITORY AUTHORITY OF THE STATE OF NEW YORK
WAGNER COLLEGE REVENUE BONDS,
SERIES 2022

Due July 1,	Amount	Interest Rate	Yield	CUSIP Number[†]
2026	\$1,350,000	5.000%	3.230%	65000BMF2
2027	1,415,000	5.000	3.310	65000BMG0
2028	1,490,000	5.000	3.380	65000BMH8
2029	1,565,000	5.000	3.500	65000BMJ4
2030	1,645,000	5.000	3.600	65000BMK1
2031	1,725,000	5.000	3.740	65000BML9
2032	1,810,000	5.000	3.830	65000BMM7
2033	1,900,000	5.000	3.900 ^C	65000BMN5
2034	1,995,000	5.000	3.980 ^C	65000BMP0
2035	2,095,000	5.000	4.010 ^C	65000BMQ8
2036	2,200,000	5.000	4.020 ^C	65000BMR6
2037	2,310,000	5.000	4.040 ^C	65000BMS4
2038	2,675,000	5.000	4.060 ^C	65000BMT2
2039	2,810,000	5.000	4.080 ^C	65000BMU9
2040	2,950,000	5.000	4.110 ^C	65000BMV7
2041	3,100,000	5.000	4.120 ^C	65000BMW5
2042	3,255,000	5.000	4.140 ^C	65000BMX3

\$18,870,000 5.000% Term Bond Due July 1, 2047, Yield 4.250%^C CUSIP Number[†] 65000BMY1
\$54,840,000 5.000% Term Bond Due July 1, 2057, Yield 4.450%^C CUSIP Number[†] 65000BMZ8

[†] CUSIP numbers have been assigned by an independent company not affiliated with DASNY and are included solely for the convenience of the holders of the Series 2022 Bonds. Neither DASNY nor the Underwriter is responsible for the selection or uses of the CUSIP numbers and no representation is made as to their correctness on the Series 2022 Bonds or as indicated above. CUSIP numbers are subject to being changed after the issuance of the Series 2022 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such Series 2022 Bonds or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of the Series 2022 Bonds.

^C Yield to the first optional redemption date of July 1, 2032 at a redemption price of 100%.

No dealer, broker, salesperson or other person has been authorized by DASNY, the College or the Underwriter to give any information or to make any representations with respect to the Series 2022 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 College or the Underwriter.

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be a sale of the Series 2022 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information set forth herein relating to DASNY under the heading "PART 9 — DASNY" has been obtained from DASNY. All other information herein has been obtained by the Underwriter from the College and other sources deemed to be reliable by the Underwriter, and is not to be construed as a representation by DASNY or the Underwriter. In addition, DASNY does not warrant the accuracy of the statements contained herein relating to the College nor does it directly or indirectly guarantee, endorse or warrant (1) the creditworthiness or credit standing of the College, (2) the sufficiency of security for the Series 2022 Bonds or (3) the value or investment quality of the Series 2022 Bonds.

The College has reviewed the parts of this Official Statement describing the College, the covenants of the College, Bondholders' Risks, the principal and interest requirements, the 2022 Project, the plan of refunding, the estimated sources and uses of funds and "APPENDIX B — AUDITED FINANCIAL STATEMENTS OF WAGNER COLLEGE FOR THE YEARS ENDED AUGUST 31, 2021 AND AUGUST 31, 2020 WITH INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS' REPORT THEREON." As a condition to delivery of the Series 2022 Bonds, the College will certify that as of the date of this Official Statement and of delivery of the Series 2022 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 College makes no representation as to the accuracy or completeness of any other information included in this Official Statement.

References in this Official Statement to the Act, the Resolutions, the Loan Agreement, the Security Agreement and the Assignments do not purport to be complete. Refer to the Act, the Resolutions, the Loan Agreement, the Security Agreement and the Assignments for full and complete details of their provisions. Copies of the Resolutions, the Loan Agreement, the Security Agreement and the Assignments will be on file with the Trustee.

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

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

IN CONNECTION WITH THE OFFERING OF THE SERIES 2022 BONDS, THE UNDERWRITER MAY OVERALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF THE SERIES 2022 BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS WHICH, TO THE EXTENT THEY ARE NOT RECITATIONS OF HISTORICAL FACT, CONSTITUTE "FORWARD-LOOKING STATEMENTS." IN THIS RESPECT, THE WORDS "ESTIMATE," "PROJECT," "ANTICIPATE," "EXPECT," "INTEND," "BELIEVE" AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. A NUMBER OF IMPORTANT FACTORS AFFECTING THE COLLEGE'S FINANCIAL RESULTS COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE STATED IN FORWARD-LOOKING STATEMENTS.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this official statement for purposes of Rule 15c2-12 of the United States Securities and Exchange Commission, as amended, and in effect on the date hereof.

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DORMITORY AUTHORITY – STATE OF NEW YORK
REUBEN R. McDANIEL, III – PRESIDENT

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

OFFICIAL STATEMENT RELATING TO
\$110,000,000
DORMITORY AUTHORITY OF THE STATE OF NEW YORK
WAGNER COLLEGE REVENUE BONDS,
SERIES 2022

PART 1 — INTRODUCTION

Purpose of the Official Statement

The purpose of this Official Statement, including the cover page, the inside cover page and appendices, is to provide information about the Dormitory Authority of the State of New York (“DASNY”) and Wagner College (“Wagner” or the “College”), in connection with the offering by DASNY of \$110,000,000 aggregate principal amount of its Wagner College Revenue Bonds, Series 2022 (the “Series 2022 Bonds”).

The following is a brief description of certain information concerning the Series 2022 Bonds, the College and DASNY. A more complete description of such information and additional information that may affect decisions to invest in the Series 2022 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 — CERTAIN DEFINITIONS”.

Purpose of the Issue

The Series 2022 Bonds are being issued for the purpose of providing funds which, together with other available moneys, will be used by the College to (i) pay costs of the 2022 Project (as described herein); (ii) pay capitalized interest on the Series 2022 Bonds for approximately eighteen months; (iii) refund the outstanding DASNY Wagner College Revenue Bonds, Series 1998 (as reissued in 2014, the “Series 1998 Bonds”), the outstanding DASNY Wagner College Revenue Bonds, Series 2009 (as reissued in 2014, the “Series 2009 Bonds”) and the outstanding Build NYC Resource Corporation Revenue Bonds, Series 2012 (Wagner College Project) (the “Series 2012 Bonds” and, collectively with the Series 1998 Bonds and the Series 2009 Bonds, the “Refunded Bonds”); (iv) fund the Debt Service Reserve Fund Requirement attributable to the Series 2022 Bonds; and (v) pay the Costs of Issuance of the Series 2022 Bonds. See “PART 4 — THE 2022 PROJECT”, “PART 5 — THE PLAN OF REFUNDING” and “PART 6 — ESTIMATED SOURCES AND USES OF FUNDS.”

Authorization of Issuance

The Series 2022 Bonds will be issued pursuant to DASNY’s Wagner College Revenue Bond Resolution, adopted January 5, 2022 (the “Resolution”) and the Series Resolution 2022-1 Authorizing Up to \$110,000,000 Wagner College Revenue Bonds, adopted January 5, 2022 (the “Series 2022 Resolution” and, together with the Resolution, the “Resolutions”) and the Act.

In addition to the Series 2022 Bonds, the Resolution authorizes the issuance of other Series of Bonds (collectively, the “Bonds”) to, among other things, pay other Costs of one or more Projects, to pay 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 College, and to refinance other indebtedness of the College. 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 2022 Bonds. Additional indebtedness secured on a parity with the security interest in the Gross Receipts is permitted in certain circumstances as described in the Loan Agreement. See “PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2022 BONDS — Covenants — Additional Indebtedness”.

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 College

The College is a private, not-for-profit, non-sectarian, co-educational liberal arts college located on Staten Island in The City of New York, New York. See “PART 7 — THE COLLEGE” and “APPENDIX B — AUDITED FINANCIAL STATEMENTS OF WAGNER COLLEGE FOR THE YEARS ENDED AUGUST 31, 2021 AND AUGUST 31, 2020 WITH INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS’ REPORT THEREON”.

The Series 2022 Bonds

The Series 2022 Bonds are dated their date of delivery and bear interest from such date (payable January 1, 2023 and on each July 1 and January 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 2022 BONDS — Description of the Series 2022 Bonds”.

Payment of the Series 2022 Bonds

The Series 2022 Bonds are special limited obligations of DASNY payable solely from the Revenues, which consist of certain payments to be made by the College under the Loan Agreement, dated as of the date of issuance of the Series 2022 Bonds, between the College and DASNY (the “Loan Agreement”), which payments are pledged and assigned to U.S. Bank Trust Company, National Association, as trustee (the “Trustee”). See “PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2022 BONDS — Payment of the Series 2022 Bonds”.

The Series 2022 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 2022 Bonds except for DASNY’s responsibility to make payments from money received from the College pursuant to the Loan Agreement and from amounts held in the funds and accounts established pursuant to the Series 2022 Resolutions and pledged therefor.

Security for the Series 2022 Bonds

The Series 2022 Bonds are secured by the pledge and assignment to the Trustee of the payments to be made by the College 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 2022 Bonds (other than the Arbitrage Rebate Fund), which includes a Debt Service Reserve Fund.

The Loan Agreement is a general obligation of the College.

As security for its obligations under the Loan Agreement, the College will enter into a Security Agreement, dated the date of issuance of the Series 2022 Bonds, made by the College in favor of DASNY, pursuant to which the College will grant to DASNY a security interest in all receipts, revenues, income and other moneys received by or on behalf of the College, including, without limitation, tuition, fees, contributions, donations and pledges whether in the form of cash, securities or other personal property, revenues derived from the operation of the facilities of the College, and all rights to receive the same, whether in the form of accounts receivable, contract rights, chattel paper, payment intangibles, instruments or other rights, and the proceeds thereof, and any insurance thereon, whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by the College; *provided, however*, that gifts, grants bequests, donations and contributions heretofore or hereafter made, designated at the time of making thereof by the donor or maker as being for certain specific purposes inconsistent with the payment of debt service, and the income derived therefrom, to the extent required by virtue of such designation,

shall be excluded from such security interest (the “Gross Receipts”). In the Security Agreement, the College represents and warrants that it owns the Gross Receipts free and clear and that no part of the Gross Receipts or any right to receive or collect the same or the proceeds thereof is subject to any lien, attachment, levy, pledge, encumbrance, security interest or assignment of any kind, nature or description and that the Gross Receipts are legally available to provide security for the College’s performance under the Loan Agreement and no effective financing statement or other instrument similar in effect covering all or any part of the Gross Receipts is on file in any recording office, except (1) such as may have been filed in favor of DASNY relating to the Security Agreement, (2) such as have been filed with respect to asset-based financings and are on record on the date of issuance of the Series 2022 Bonds with the New York State Department of State and/or the Richmond County Clerk’s office, and (3) such as may be filed in accordance with the Loan Agreement.

Pursuant to an Assignment dated as of the date of issuance of the Series 2022 Bonds (the “Loan Agreement Assignment”), DASNY will assign, transfer and set over to the Trustee all of DASNY’s right, title and interest in any and all moneys due to or to become due to DASNY and any and all other rights and remedies of DASNY (except for the Unassigned Rights and moneys payable to DASNY pursuant to the Unassigned Rights) under or arising out of the Loan Agreement. Pursuant to an Assignment dated as of the date of issuance of the Series 2022 Bonds (the “Security Agreement Assignment” and, together with the Loan Agreement Assignment, the “Assignments”), DASNY will assign, transfer and set over to the Trustee all of DASNY’s right, title and interest in any and all Gross Receipts and any and all other rights and remedies of DASNY (except for moneys payable to DASNY pursuant to the Unassigned Rights) under or arising out of the Security Agreement.

The Loan Agreement permits the College, subject to certain conditions, to incur certain additional Indebtedness secured by a pledge of, or security interest in, the Gross Receipts that is of equal priority with the pledge securing the College’s obligations under the Loan Agreement.

See “PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2022 BONDS — Security for the Series 2022 Bonds” and “— Issuance of Additional Bonds” and “APPENDIX C — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT.”

Covenants

Pursuant to the Loan Agreement and for so long as the Series 2022 Bonds remain Outstanding, the College agrees to comply with certain covenants set forth in the Loan Agreement. Additional Indebtedness may be incurred by the College only in accordance with the terms of the Loan Agreement. For a description of such covenants and the limits on Additional Indebtedness, see “PART 2 – SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2022 BONDS — Covenants” and “APPENDIX C — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT.”

COVID-19

The global outbreak and continued spread of a highly contagious, upper respiratory tract illness caused by a novel strain of coronavirus (together with variants thereof, “COVID-19”), and actions taken by federal, state and local governments in response thereto, has affected travel, commerce and financial markets globally, and is widely expected to continue to affect economic growth worldwide and the higher execution landscape in general, and may adversely affect the financial condition and operations of the College. For a description of certain impacts of COVID-19 on the College and certain responsive measures taken by the College, see “PART 7 – THE COLLEGE – COVID-19.”

PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2022 BONDS

Set forth below is a narrative description of certain contractual provisions relating to the source of payment of and security for the Series 2022 Bonds. These provisions have been summarized and this description does not purport to be complete. Reference should be made to the Act, the Resolutions, the Loan Agreement, the Security Agreement and the Assignments. Copies of the Resolutions, the Loan Agreement, the Security Agreement and the Assignments, will be on file 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 2022 Bonds

The Series 2022 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 2022 Bonds are payable solely from the Revenues. The Revenues consist of the payments required to be made by the College under the Loan Agreement to satisfy the principal, Sinking Fund Installments, if any, Purchase Price and Redemption Price of and interest on the Series 2022 Bonds and to maintain the Debt Service Reserve Fund at its requirement. DASNY has pledged and assigned its rights to and interest in the Loan Agreement, and in all amounts payable by the College to DASNY pursuant to the Loan Agreement (other than Unassigned Rights and except for the moneys and investments from time to time in the Arbitrage Rebate Fund), to the Trustee as security for the payment of the principal, Sinking Fund Installments, if any, Purchase Price and Redemption Price of and interest on the Series 2022 Bonds.

The Loan Agreement is a general obligation of the College and obligates the College to make payments to satisfy the principal, Sinking Fund Installments, if any, Purchase Price and Redemption Price of and interest on the Series 2022 Bonds. Payments made by the College in respect of interest on the Series 2022 Bonds are to be made on the 31st day of each May immediately preceding the July 1 on which interest is payable and on the 30th day of each November immediately preceding the January 1 on which interest is payable, in each case in an amount equal to the interest coming due on such July 1 and January 1. Payments by the College in respect of principal of the Series 2022 Bonds, whether at maturity or through mandatory Sinking Fund Installments, are to be made on the 31st day of each May immediately preceding the July 1 on which such principal becomes due. The Loan Agreement also obligates the College to pay, on or prior to a redemption date or purchase date of Series 2022 Bonds called for redemption or contracted to be purchased, the amount, if any, required to pay the Redemption Price or Purchase Price of such Series 2022 Bonds. See “PART 3 — THE SERIES 2022 BONDS — Redemption and Purchase in Lieu of Redemption Provision”.

DASNY has directed the College, and the College has agreed, to make such payments directly to the Trustee. Such payments are to be applied by the Trustee to the payment of the principal, Sinking Fund Installments, if any, and Redemption Price of and interest on the Series 2022 Bonds.

Pursuant to the Loan Agreement Assignment, DASNY will assign, transfer and set over to the Trustee all of DASNY’s right, title and interest in any and all moneys due to or to become due to DASNY and any and all other rights and remedies of DASNY (except for the Unassigned Rights and moneys payable to DASNY pursuant to the Unassigned Rights) under or arising out of the Loan Agreement.

Security for the Series 2022 Bonds

The Series 2022 Bonds will be secured by the pledge of the Revenues and, except as otherwise provided in the Resolution, all of the funds and accounts established pursuant to the Resolutions (other than the Arbitrage Rebate Fund), which includes a Debt Service Reserve Fund.

The Bonds are not a debt of the State nor is the State liable thereon. DASNY has no taxing power. Neither the State nor DASNY has any responsibility to make payments with respect to the Series 2022 Bonds except for DASNY’s responsibility to make payments from moneys received from the College pursuant to the Loan Agreement and from amounts held in the funds and accounts under the Resolutions and pledged therefor.

The Series 2022 Bonds are payable solely from payments made by the College under the Loan Agreement. The Loan Agreement and the obligation of the College to make payments under the Loan Agreement is a general obligation of the College.

Gross Receipts

As security for its obligations under the Loan Agreement, the College will grant to DASNY, pursuant to the Security Agreement, a security interest in the Gross Receipts, which DASNY will pledge and assign to the Trustee for the benefit of the Holders of the Series 2022 Bonds pursuant to the Security Agreement Assignment. In the Security Agreement, the College represents and warrants that it owns the Gross Receipts free and clear and that no part of the Gross Receipts or any right to receive or collect the same or the proceeds thereof is subject to any lien, attachment, levy, pledge, encumbrance, security interest or assignment of any kind, nature or description and that the Gross Receipts are legally available to provide security for the College’s performance under the Loan Agreement and no effective financing statement or other instrument similar in effect covering all or any part of the Gross Receipts is on file in any recording office, except (1) such as may have been filed in favor of DASNY relating to the Security Agreement, (2) such as have been filed with respect to asset-based financings and are on record on the date

of issuance of the Series 2022 Bonds with the New York State Department of State and/or the Richmond County Clerk's office, and (3) such as may be filed in accordance with the Loan Agreement.

The Loan Agreement permits the College, subject to certain conditions, to incur Additional Indebtedness secured by a pledge of, or security interest in, the Gross Receipts that is of equal priority with the pledge securing the College's obligations under the Loan Agreement. See "APPENDIX C — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT."

Debt Service Reserve Fund

The Resolutions establish the Debt Service Reserve Fund. The Debt Service Reserve Fund is to be held by the Trustee, is to be applied solely for the purposes specified in the Resolutions and is pledged to secure the payment of the principal, Sinking Fund Installments, if any, and Redemption Price of and interest on the Series 2022 Bonds and other Outstanding Bonds.

The Debt Service Reserve Fund is required to be maintained at an amount equal to the least of (i) the greatest amount required in the then current or any future calendar year to pay the sum of interest on all Outstanding Bonds payable during such calendar year (including the Series 2022 Bonds), excluding interest accrued thereon prior to July 1 of the next preceding year, and the principal and the Sinking Fund Installments, if any, of Outstanding Bonds payable on or prior to July 1 of such calendar year; (ii) 10% of the net proceeds of the sale of the Series 2022 Bonds and other Outstanding Bonds or (iii) 125% of average annual debt service on the Outstanding Bonds. The proceeds of the Series 2022 Bonds deposited in the Debt Service Reserve Fund will be \$7,104,250, which amount is not less than the Debt Service Reserve Fund Requirement upon the date of issuance of the Series 2022 Bonds. See "PART 6 – ESTIMATED SOURCES AND USES OF FUNDS" and "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION."

Moneys on deposit in the Debt Service Reserve Fund are to be drawn and deposited in the Debt Service Fund whenever the amount in the Debt Service Fund is less than the amount which is necessary to pay the principal, Sinking Fund Installments, if any, and Redemption Price of and interest on Outstanding Bonds payable on such interest payment date. The Resolutions and the Loan Agreement require that the College restore the Debt Service Reserve Fund to its requirement. See "APPENDIX C — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT" and "APPENDIX D – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION."

Covenants

The Loan Agreement contains certain covenants of the College wherein the College agrees to the following:

Rate Covenant (Debt Service Coverage Ratio)

Subject to any governmental restrictions, its fiduciary obligations and limitations imposed by law ("Legal Limitations"), the College agrees to charge and collect rates and charges which, together with any other moneys legally available to it, shall provide moneys sufficient at all times: (a) to make the payments required by the Loan Agreement and comply with the Loan Agreement in all other respects, and (b) to satisfy all other obligations of the College in a timely fashion. Without limiting the generality of the foregoing and subject to Legal Limitations, the College shall charge and collect rates and charges that, together with any other moneys legally available to it in each Fiscal Year, will produce moneys at least sufficient to meet operating expenses for such Fiscal Year (excluding from revenues and expenses extraordinary items and excluding from expenses depreciation but including interest on and amortization of Long-Term Indebtedness).

The College will establish, charge and collect tuition, student fees and charges for services provided by the College and any auxiliary operations such that the Debt Service Coverage Ratio for each Fiscal Year shall be not less than 1.1:1. Within sixty (60) days after audited financial statements of the College are released for each Fiscal Year, the College shall furnish to the Trustee, DASNY and the Disclosure Dissemination Agent (as defined in the hereinafter defined Continuing Disclosure Agreement) a letter stating whether the Debt Service Coverage Ratio was met for such Fiscal Year. If the College fails to meet the foregoing covenant for any Fiscal Year, it shall promptly retain a Consultant to make a report and recommendation with respect to such tuition, student fees and other charges, and with regard to operations of the College. Upon receipt of such report and recommendation from the Consultant, the College shall within ninety (90) days of the receipt of such report and recommendation describe in writing to DASNY, the Trustee and the Disclosure Dissemination Agent (as defined in the hereinafter defined Continuing Disclosure Agreement) what action, if any, the College shall take upon the report and recommendation

of the Consultant. Notwithstanding any other provision of the Loan Agreement, failure to maintain the required Debt Service Coverage Ratio for any Fiscal Year shall not result in an Event of Default under the Loan Agreement unless (A) the College shall have failed to take the foregoing steps, (B) the College shall have failed to maintain the required Debt Service Coverage Ratio for two consecutive Fiscal Years, or (C) the Debt Service Coverage Ratio shall have been less than 1:1.

Additional Indebtedness

Except as otherwise described below, the College covenants that it will not issue, incur, assume or guarantee any Additional Indebtedness.

The College may issue, incur, assume or guarantee Additional Indebtedness (including additional Bonds and indebtedness under a Credit Facility) if the following conditions are satisfied: (1) the amount of additional Long-Term Indebtedness issued in any year is less than or equal to 10% of the value of the College's net assets without donor restrictions plus net assets with donor restrictions for purpose or time as reported on the most recent annual audited financial statements of the College, or (2) if the amount of such new Long-Term Indebtedness issued is in excess of 10% of the value of the College's net assets without donor restrictions plus net assets with donor restrictions for purpose or time as reported on the most recent annual audited financial statements of the College, then the College must provide a certificate of an Authorized Officer of the College and pro forma calculations to the Trustee, DASNY and the Disclosure Dissemination Agent (as defined in the hereinafter defined Continuing Disclosure Agreement) demonstrating that the College's required Debt Service Coverage Ratio would be met, based on the annual audited financial statements of the College for the most recently ended Fiscal Year, except as noted below, taking into account the Debt Service Requirement on the Additional Indebtedness, provided that, for purposes of calculating such pro forma Debt Service Coverage Ratio, the College's projected Maximum Annual Debt Service shall be used to determine compliance instead of the then-applicable Debt Service Requirement, and provided further that, if the Additional Indebtedness is to finance a project or asset that is expected to generate additional revenues, then such revenues, net of anticipated expenses, may be included in the pro forma calculations of the Debt Service Coverage Ratio requirement.

Additional Indebtedness issued, incurred, assumed or guaranteed in accordance with the conditions described in clause above may be secured by a security interest in the Gross Receipts on parity with the security interest in the Gross Receipts securing the Loan Agreement, subject to the prior execution and delivery of a commercially reasonable parity Intercreditor Agreement.

Notwithstanding the foregoing, the College may issue, incur, assume or guaranty (i) Non-Recourse Indebtedness without limitation provided that any assets pledged as collateral or for the repayment of such Indebtedness must have been acquired by the College after the issuance of the Series 2022 Bonds, (ii) Refunding Indebtedness without limitation so long as the Maximum Annual Debt Service would not be increased in any future Fiscal Year by more than 10%, and (iii) Short-Term Indebtedness.

Liquidity Covenant

So long as the Series 2022 Bonds remain Outstanding, within sixty (60) days after audited financial statements of the College are released for each Fiscal Year, the College shall furnish to the Trustee, DASNY and the Disclosure Dissemination Agent (as defined in the hereinafter defined Continuing Disclosure Agreement) a letter confirming that available assets as of the end of such Fiscal Year are at least equal to 40% of outstanding Long-Term Indebtedness. For purposes of the foregoing, "available assets" means the sum of all cash and cash equivalents, investments and assets held by or for the benefit of the College, including amounts held by any trustees under bond indenture agreements (exclusive of amounts held by trustees attributable to Non-Recourse Indebtedness) and other reserve funds held by any trustee or Credit Facility provider in respect of any Credit Facilities, less all funds held in perpetuity by the College, all as shown on the audited financial statements of the College, determined in accordance with generally accepted accounting principles then applicable to the College. If the College fails to meet the foregoing covenant for two consecutive Fiscal Years it shall promptly retain a Consultant to make a report and recommendation with respect to such available assets and with regard to operations of the College. Notwithstanding any other provision of the Loan Agreement, however, failure to maintain the foregoing minimum ratio shall not result in an Event of Default under the Loan Agreement.

For a more complete description of the financial covenants of the College contained in the Loan Agreement, see "APPENDIX C — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT."

Further Encumbrances

The College covenants and agrees in the Loan Agreement not to create or permit any additional Liens on the Core Campus, except for: (i) Permitted Encumbrances or (ii) mortgages and/or security agreements that encumber the Core Campus in order to secure Additional Indebtedness, provided that the College contemporaneously grants to DASNY and the Trustee as further security for the Series 2022 Bonds a Mortgage and/or Security Agreement of equal priority with such mortgage or security agreement securing the Additional Indebtedness, which shall constitute Shared Collateral and which shall be subject to an Intercreditor Agreement. See “APPENDIX C — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT.”

Events of Default and Acceleration

An event of default under the Resolution with respect to the Series 2022 Bonds will exist if: (i) payment of the principal, Sinking Fund Installments or Redemption Price of any Series 2022 Bond shall not be made by DASNY when the same shall otherwise become due and payable; (ii) payment of an installment of interest on any Series 2022 Bond shall not be made by DASNY when the same shall become due and payable; (iii) a Determination of Taxability shall have occurred and be continuing; (iv) DASNY shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Resolution, the Series 2022 Bonds, or the Series 2022 Resolution on the part of DASNY to be performed and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to DASNY by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Holders of not less than 25% in principal amount of the Outstanding Series 2022 Bonds, or if such default is not capable of being cured within thirty (30) days, if DASNY fails to commence within said thirty (30) days and diligently prosecute the cure thereof; or (v) an “event of default” under the Loan Agreement shall have occurred and be continuing and all sums payable by the College under the Loan Agreement has been declared immediately due and payable, which declaration shall not have been annulled. Unless otherwise specified above, 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 2022 Bonds will, by notice in writing to DASNY and each Rating Service then rating the Outstanding Series 2022 Bonds, declare the principal of and interest on all of the Outstanding Series 2022 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 on all of the Outstanding Series 2022 Bonds will become immediately due and payable. At any time after the principal of the Series 2022 Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy hereunder, the Trustee will, with the written consent of the Holders of not less than 25% in principal amount of the Series 2022 Bonds not then due by their terms and then Outstanding, by written notice to DASNY, annul such declaration and its consequences under the terms and conditions specified in the Resolution with respect to such annulment.

The Resolution provides that the Trustee is to give notice in accordance with the Resolution of each event of default known to the Trustee to the College within five days, and to the Holders within 30 days, in each case after obtaining knowledge of the occurrence thereof, unless such event of default has been remedied or cured before the giving of such notice; provided, however, that, except in the case of default in the payment of principal, Sinking Fund Installments or Redemption Price of or interest on any of the Series 2022 Bonds, the Trustee will be protected in withholding such notice thereof to the Holders if and so long as the Trustee in good faith determines that the withholding of such notice is in the best interests of the Holders of the Series 2022 Bonds.

Issuance of Additional Bonds

In addition to the Series 2022 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 issued on behalf of the College or other indebtedness of the College. 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 Resolution and a 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 2022 Bonds. Any such Series of Bonds may be secured by a pledge of, or security interest in, the Gross Receipts that is of equal priority with the

pledge securing its obligations under the Loan Agreement. The Loan Agreement contains certain conditions with respect to the College's ability to incur Additional Indebtedness.

General

The Series 2022 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 2022 Bonds except for DASNY's responsibility to make payments from money received from the College pursuant to the Loan Agreement and from amounts held in the funds and accounts established pursuant to the Series 2022 Resolution and pledged therefor.

PART 3 — THE SERIES 2022 BONDS

Set forth below is a narrative description of certain provisions relating to the Series 2022 Bonds. These provisions have been summarized and this description does not purport to be complete. Reference should be made to the Resolutions and the Loan Agreement, copies of which will be on file with 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 2022 Bonds.

General

The Series 2022 Bonds will be issued pursuant to the Resolution and the Series 2022 Resolution. The Series 2022 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 2022 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 2022 Bonds, payments of the principal, Purchase Price and Redemption Price of and interest on the Series 2022 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 (as hereinafter defined) of the Series 2022 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 2022 Bonds, the Series 2022 Bonds will be exchangeable for fully registered Series 2022 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 "PART 3 — THE SERIES 2022 BONDS — Book-Entry Only System" and "APPENDIX D — SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION".

Description of the Series 2022 Bonds

The Series 2022 Bonds are dated their date of delivery and bear interest from such date (payable January 1, 2023 and on each July 1 and January 1 thereafter) at the rates set forth on the inside cover page of this Official Statement. The Series 2022 Bonds will be issued as fully registered bonds in denominations of \$5,000 or any integral multiple thereof.

Interest on the Series 2022 Bonds will be payable by check mailed to the registered owners or, at the option of the registered owner of at least \$1,000,000 of Series 2022 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 interest payment date. If the Series 2022 Bonds are not registered in the name of DTC or its nominee, Cede & Co., the principal and Redemption Price of the Series 2022 Bonds will be payable in lawful money of the United States of America at the principal corporate trust office of U.S. Bank Trust Company, National Association, New York, New York, the Trustee and Paying Agent. For a more complete description of the Series 2022 Bonds, see "APPENDIX D — SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION."

Redemption and Purchase in Lieu of Redemption Provisions

The Series 2022 Bonds are subject to optional, mandatory and special redemption, and purchase in lieu of optional redemption as described below. For a more complete description of the redemption and other provisions relating to the Series 2022 Bonds, see "APPENDIX D — SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION".

Optional Redemption

The Series 2022 Bonds maturing on or before July 1, 2032 are not subject to optional redemption prior to maturity. The Series 2022 Bonds maturing on or after July 1, 2033 are subject to redemption prior to maturity at the option of DASNY, on or after July 1, 2032, in any order, in whole or in part at any time, at a Redemption Price equal to 100% of the principal amount of the Series 2022 Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date.

Purchase in Lieu of Optional Redemption

The Series 2022 Bonds are also subject to purchase in lieu of optional redemption prior to maturity at the election of the College, with the prior written consent of DASNY, on the same terms that apply to the Series 2022 Bonds subject to optional redemption, as set forth in the Resolution.

Mandatory Redemption

The Series 2022 Bonds maturing on July 1, 2047 and July 1, 2057 are subject to redemption, in part, through application of Sinking Fund Installments upon notice given as prescribed in the Resolution, at a Redemption Price equal to 100% of the principal amount of Series 2022 Bond to be redeemed, plus accrued interest to the date of redemption. Unless none of the Series 2022 Bonds of a maturity to be so redeemed are then Outstanding and, subject to the provisions of the Resolution permitting amounts to be credited to part or all of any one or more Sinking Fund Installments, there shall be due and DASNY shall be required to pay for the retirement of the Series 2022 Bonds maturing on July 1 of each of the years set forth in the following table, the amount set forth opposite such year:

Series 2022 Term Bond Maturing July 1, 2047

<u>Year</u>	<u>Amount</u>
2043	\$3,415,000
2044	3,585,000
2045	3,765,000
2046	3,955,000
2047 [†]	4,150,000

[†]Final Maturity

Series 2022 Term Bond Maturing July 1, 2057

<u>Year</u>	<u>Amount</u>
2048	\$4,360,000
2049	4,580,000
2050	4,805,000
2051	5,045,000
2052	5,300,000
2053	5,565,000
2054	5,845,000
2055	6,135,000
2056	6,440,000
2057 [†]	6,765,000

[†]Final Maturity

There will be credited against and in satisfaction of the Sinking Fund Installment payable on any date, the principal amount of Series 2022 Bonds entitled to such Sinking Fund Installment (A) purchased with moneys in the Debt Service Fund pursuant to the Resolutions, (B) redeemed at the option of DASNY, (C) purchased by the College and delivered to the Trustee for cancellation or (D) deemed to have been paid in accordance with the Resolutions. Bonds purchased with moneys in the Debt Service Fund will be applied against and in fulfillment of the Sinking Fund Installment of the Series 2022 Bonds so purchased payable on the next succeeding July 1. Series 2022 Bonds redeemed at the option of DASNY, purchased by the College (other than from amounts on deposit in the

Debt Service Fund) and delivered to the Trustee for cancellation or deemed to have been paid in accordance with the Resolutions will be applied in satisfaction, in whole or in part, of one or more Sinking Fund Installments as the College may direct in its discretion

Special Redemption

The Series 2022 Bonds are subject to redemption prior to maturity at the option of DASNY in any order, in whole or in part on any interest payment date, at a Redemption Price equal to 100% of the principal amount of Series 2022 Bonds to be redeemed, plus accrued interest to the redemption date from proceeds of a condemnation or insurance award, which proceeds are not used to repair, restore or replace the Project.

Selection of Bonds to be Redeemed

In the case of redemption, DASNY, at the direction of the College, will select the maturities of such Series 2022 Bonds to be redeemed. If less than all Series 2022 Bonds within a maturity are to be redeemed, as long as the Series 2022 Bonds are in book-entry form registered in the name of Cede & Co., as nominee of DTC, DTC will determine by lot the amount of the interest of each DTC Direct Participant in such maturity to be redeemed. If the Series 2022 Bonds are no longer in book-entry form registered in the name of Cede & Co., as nominee of DTC, the Series 2022 Bonds or portions thereof to be redeemed shall be selected for redemption by the Trustee, by lot, using such method of selection as the Trustee shall consider proper in its discretion.

Notice of Redemption

The Trustee is to give notice of the redemption of the Series 2022 Bonds in the name of DASNY, by mail, postage prepaid, not less than 20 days nor more than 45 days prior to the redemption date to each registered owner of any Series 2022 Bonds that are to be redeemed, at such person's address, if any, appearing upon the registry books of DASNY or if the Bonds are book-entry, by giving notice in accordance with the operational procedures of DTC and to EMMA. Any notice of redemption given which states that it is conditional upon receipt by the Trustee of money sufficient to pay the Redemption Price of such Series 2022 Bonds or upon the satisfaction of any other condition, may be rescinded at any time before payment of such Redemption Price if any such condition so specified is not satisfied. Upon giving such notice, the Trustee shall promptly certify to DASNY that it has mailed or caused to be mailed such notice to the owners of the Series 2022 Bonds to be redeemed in the manner provided in the Resolution. Such certificate shall be conclusive evidence that such notice was given in the manner required in the Resolution. The failure of any owner of a Series 2022 Bond to be redeemed to receive notice of redemption will not affect the validity of the proceedings for the redemption of such Series 2022 Bond.

If on the redemption date, moneys for the redemption of the Series 2022 Bonds to be redeemed, together with interest thereon to the redemption date, are 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 2022 Bonds of such maturity will cease to accrue from and after the redemption date and such Series 2022 Bonds will no longer be considered to be Outstanding.

Notice of Purchase in Lieu of Redemption and its Effect

Notice of purchase of the Series 2022 Bonds will be given in the name of the College to the registered owners of the Series 2022 Bonds to be purchased by first-class mail, postage prepaid, not less than 20 days nor more than 45 days prior to the Purchase Date specified in such notice. The Series 2022 Bonds to be purchased are required to be tendered on the Purchase Date to the Trustee. Series 2022 Bonds to be purchased that are not so tendered will be deemed to have been properly tendered for purchase. If the Series 2022 Bonds are called for purchase in lieu of an optional redemption, such purchase will not extinguish the indebtedness of DASNY evidenced thereby or modify the terms of the Series 2022 Bonds. Such Series 2022 Bonds need not be cancelled, and will remain Outstanding under the Resolution and continue to bear interest.

The College's obligation to purchase a Series 2022 Bond to be purchased or cause it to be purchased is conditioned upon the availability of sufficient money to pay the Purchase Price for all of the Series 2022 Bonds to be purchased on the Purchase Date. If sufficient money is available on the Purchase Date to pay the Purchase Price of the Series 2022 Bonds to be purchased, the former registered owners of such Series 2022 Bonds will have no claim thereunder or under the Resolution or otherwise for payment of any amount other than the Purchase Price. If sufficient money is not available on the Purchase Date for payment of the Purchase Price, the Series 2022 Bonds tendered or deemed tendered for purchase will continue to be registered in the name of the registered owners on the

Purchase Date, who will be entitled to the payment of the principal of and interest on such Series 2022 Bonds in accordance with their respective terms.

If not all of the Outstanding Series 2022 Bonds of a maturity are to be purchased, the Series 2022 Bonds of such maturity to be purchased will be selected in the same manner as Series 2022 Bonds of a maturity to be optionally redeemed in part are to be selected.

For a more complete description of the redemption and other provisions relating to the Series 2022 Bonds, see “APPENDIX D — SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION”. See also “Book-Entry Only System” below for a description of the notices of redemption to be given to Beneficial Owners of the Series 2022 Bonds when the Book-Entry Only System is in effect.

Book-Entry Only System

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the Series 2022 Bonds. The Series 2022 Bonds will be issued as fully-registered securities in the name of Cede & Co. (DTC’s partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2022 Bond certificate will be issued for each maturity of the Series 2022 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, and 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 Direct or Indirect Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2022 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2022 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2022 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 2022 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 2022 Bonds, except in the event that use of the book-entry system for the Series 2022 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2022 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 2022 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2022 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Series 2022 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2022 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 2022 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 2022 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 2022 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 Direct or Indirect 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 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 2022 Bonds registered in its name for the purposes of payment of the principal and redemption premium, if any, of, or interest on, the Series 2022 Bonds, giving any notice permitted or required to be given to registered owners under the Resolution, registering the transfer of the Series 2022 Bonds, or other action to be taken by registered owners and for all other purposes whatsoever. DASNY and the Trustee shall not have any responsibility or obligation to any Direct or Indirect Participant, any person claiming a beneficial ownership interest in the Series 2022 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 2022 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 2022 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 2022 Bond certificates are required to be printed and delivered.

DASNY may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, the Series 2022 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 2022 Bonds, as nominee, may desire to make arrangements with such 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 Participant and to have notification made of all interest payments. NONE OF DASNY, THE TRUSTEE, THE COLLEGE OR THE UNDERWRITER 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 2022 BONDS.

So long as Cede & Co. is the registered owner of the Series 2022 Bonds, as nominee for DTC, references herein to the Bondholders or registered owners of the Series 2022 Bonds (other than under the caption "PART 12 – TAX MATTERS") shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of the Series 2022 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 2022 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.

DASNY, in its sole discretion and without the consent of any other person, may terminate the services of DTC with respect to the Series 2022 Bonds if DASNY determines that (i) DTC is unable to discharge its responsibilities with respect to the Series 2022 Bonds or (ii) a continuation of the requirement that all of the Outstanding Series 2022 Bonds be registered in the registration books kept by the Trustee in the name of Cede & Co., as nominee of DTC, is not in the best interests of the Beneficial Owners. In the event that no substitute securities depository is found by DASNY or restricted registration is no longer in effect, Series 2022 Bond certificates will be delivered as described in the Resolution

NONE OF DASNY, THE TRUSTEE, THE COLLEGE OR THE UNDERWRITER WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR 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 2022 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 2022 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 2022 BONDS; (V) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE OWNER OF THE SERIES 2022 BONDS; OR (VI) ANY OTHER MATTER.

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Principal and Interest Requirements

The following table sets forth the amounts required to be paid by the College during each twelve-month period ending August 31 of the Bond Years shown for the payment of the principal and interest on the Series 2022 Bonds and the total debt service on all indebtedness of the College after taking into account the issuance of the Series 2022 Bonds, the refunding of the Refunded Bonds and the payoff of the term loan made to the College by TD Bank, N.A. in connection with the Series 2009 Bonds (the “Series 2009 Bank Term Loan”).

12 Month Period Ending on August 31,	Series 2022 Bonds Principal Payments	Series 2022 Bonds Interest Payments⁽¹⁾	Total Debt Service⁽²⁾⁽³⁾
2022	--	--	--
2023	--	\$6,569,444	\$6,569,444
2024	--	5,500,000	5,500,000
2025	--	5,500,000	5,500,000
2026	\$1,350,000	5,500,000	6,850,000
2027	1,415,000	5,432,500	6,847,500
2028	1,490,000	5,361,750	6,851,750
2029	1,565,000	5,287,250	6,852,250
2030	1,645,000	5,209,000	6,854,000
2031	1,725,000	5,126,750	6,851,750
2032	1,810,000	5,040,500	6,850,500
2033	1,900,000	4,950,000	6,850,000
2034	1,995,000	4,855,000	6,850,000
2035	2,095,000	4,755,250	6,850,250
2036	2,200,000	4,650,500	6,850,500
2037	2,310,000	4,540,500	6,850,500
2038	2,675,000	4,425,000	7,100,000
2039	2,810,000	4,291,250	7,101,250
2040	2,950,000	4,150,750	7,100,750
2041	3,100,000	4,003,250	7,103,250
2042	3,255,000	3,848,250	7,103,250
2043	3,415,000	3,685,500	7,100,500
2044	3,585,000	3,514,750	7,099,750
2045	3,765,000	3,335,500	7,100,500
2046	3,955,000	3,147,250	7,102,250
2047	4,150,000	2,949,500	7,099,500
2048	4,360,000	2,742,000	7,102,000
2049	4,580,000	2,524,000	7,104,000
2050	4,805,000	2,295,000	7,100,000
2051	5,045,000	2,054,750	7,099,750
2052	5,300,000	1,802,500	7,102,500
2053	5,565,000	1,537,500	7,102,500
2054	5,845,000	1,259,250	7,104,250
2055	6,135,000	967,000	7,102,000
2056	6,440,000	660,250	7,100,250
2057	<u>6,765,000</u>	<u>338,250</u>	<u>7,103,250</u>
Total	<u>\$110,000,000</u>	<u>\$131,809,944</u>	<u>\$241,809,944</u>

⁽¹⁾ Excludes capitalized interest expected to be funded with a portion of the proceeds of the Series 2022 Bonds.

⁽²⁾ Excludes four loans from the Chartwells Division of Compass Group USA, Inc., with a total outstanding amount of \$4,089,886 as of August 31, 2021.

⁽³⁾ Totals may not foot due to rounding.

PART 4 — THE 2022 PROJECT

A portion of the proceeds of the Series 2022 Bonds will be used to pay the costs of acquisition, construction, renovation and equipping of campus-wide improvements to various administrative and academic buildings, including IT system upgrades; acquisition, construction, renovation and equipping of campus-wide improvements to various student housing buildings including renovation of interior floors, renovation to bathrooms and elevator upgrades; renovation and development of parking lots, roadways and walkways; and various campus wide roof, window and HVAC renewal projects (collectively, the “2022 Project”).

PART 5 — THE PLAN OF REFUNDING

Series 1998 Bond and Series 2009 Bonds

A portion of the proceeds of the Series 2022 Bonds will be used, together with other available moneys, to redeem the outstanding Series 1998 Bonds and the outstanding Series 2009 Bonds on or about the date of issuance of the Series 2022 Bonds at a redemption price equal to the principal amount of the outstanding Series 1998 Bonds and the outstanding Series 2009 Bonds, plus accrued interest to the date of redemption, plus the applicable prepayment premiums.

The Series 1998 Bonds financed the design, construction and equipping of a student athletic/recreation facility known as the Spiro Sport Center, consisting of an approximately 38,500 square foot addition to and renovation of approximately 48,300 square feet of an existing facility known as the Sutter Gymnasium including a 2,000 seat basketball arena, a six-lane NCAA regulation swimming pool, fitness center, aerobic room, faculty/staff lockers, athletic department offices, fitness and free weights room, laundry room, uniform and equipment storage room, all located on the College’s campus at One Campus Road, Staten Island, New York.

The Series 2009 Bonds financed the construction, furnishing and equipping of a new four story, approximately 71,000 square foot 200-bed student dormitory and approximately 36-space, adjacent surface parking lot located on the College’s campus at One Campus Road, Staten Island, New York.

Series 2012 Bonds

A portion of the proceeds of the Series 2022 Bonds will be transferred to U.S. Bank National Association, as trustee and escrow agent for the Series 2012 Bonds (the “Series 2012 Bonds Trustee”), for deposit to a certain escrow fund (the “Series 2012 Escrow Fund”) established for the Series 2012 Bonds pursuant to the Letter of Instructions (the “Series 2012 Letter of Instructions”) to be entered into as of the date of issuance of the Series 2022 Bonds, by and among Build NYC Resource Corporation, the College and the Series 2012 Bonds Trustee. The Series 2012 Bonds Trustee will apply such proceeds, together with other monies deposited to the Series 2012 Escrow Fund from funds and accounts established under the Indenture of Trust dated as of September 1, 2012 (the “Series 2012 Indenture”), by and between Build NYC Resource Corporation and the Series 2012 Bonds Trustee, under which the Series 2012 Bonds were issued, to acquire defeasance securities (the “Defeasance Obligations”). It is expected that the Defeasance Obligations and any monies held in the Series 2012 Escrow Fund will be sufficient to pay when due the redemption price of the outstanding Series 2012 Bonds and the interest on such Series 2012 Bonds to the redemption date of July 1, 2022 (collectively, the “Series 2012 Bonds Debt Service”). The Series 2012 Escrow Fund will be held in trust solely for the payment of the Series 2012 Bonds Debt Service. Pursuant to the Series 2012 Letter of Instructions, the College will give such irrevocable instructions to the Series 2012 Bonds Trustee to give notice of the redemption of the Series 2012 Bonds. Pursuant to the defeasance provisions of the Series 2012 Indenture, the Series 2012 Bonds will be deemed to have been paid and will no longer be outstanding. See “PART 19 – VERIFICATION OF MATHEMATICAL COMPUTATIONS”.

The Series 2012 Bonds financed the renovation, repair of, and improvements to (i) the approximately 58,840 square foot Main Hall building located on the College’s campus at One Campus Road, Staten Island, New York, and (ii) the approximately 139,045 square foot Harborview Residence Hall Building located on the College’s campus at One Campus Road, Staten Island, New York, and miscellaneous capital improvements or equipment.

PART 6 — ESTIMATED SOURCES AND USES OF FUNDS

Estimated sources and uses of funds are as follows:

Sources of Funds	
Principal Amount.....	\$110,000,000
Plus: Original Issue Premium.....	6,573,065
Other Available Money	<u>3,523,736</u>
Total Sources of Funds ²	<u>\$120,096,801</u>
Uses of Funds	
Deposit for Project Costs.....	\$64,563,895
Deposit for Capitalized Interest.....	5,180,500
Deposit to Debt Service Reserve Fund.....	7,104,250
Redemption of Series 1998 Bonds	3,735,790
Redemption of Series 2009 Bonds	25,208,566
Refunding Escrow Deposit for Series 2012 Bonds.....	13,011,489
Costs of Issuance ¹	699,642
Underwriter’s Discount.....	<u>592,668</u>
Total Uses of Funds ²	<u>\$120,096,801</u>

¹ Includes legal fees, Issuer fees, financial advisors fees, printing fees and associated bond issuance costs related to the Series 2022 Bonds

² Totals may not foot due to rounding.

**PART 7 — THE COLLEGE
GENERAL INFORMATION**

History of the College

The College is an independent, private, not-for-profit liberal arts higher education institution located on Staten Island in New York City. The College was founded by the Lutheran Church of America in 1883 in Rochester, New York, and later moved to Staten Island on a collection of estates that included a Vanderbilt property and the American residence of British shipping magnate Sir Edward Cunard. Today, the College is a largely residential undergraduate institution drawing traditional age, full-time college students primarily from the mid-Atlantic and northeastern U.S., with other students from the majority of states in the United States and foreign countries. The campus comprises 22 buildings, including a 300,000-volume library and four residence halls. The College’s strategy has been to offer a broad-based undergraduate education to students seeking the personal attention provided by a small private institution, who are also drawn to the many cultural, social and professional opportunities of New York City. Wagner offers undergraduate majors and minors in over 40 disciplines, including business, education, pre-health science, pre-law, health care professions, the sciences, the humanities and social sciences, the arts and music, and nursing. Additionally, Wagner offers graduate studies in business, nursing, education, accounting, microbiology, advanced physician assistant, and doctor of nursing practice. Wagner has a full array of intercollegiate athletics and is a member of the NCAA Division I. The College is an invited member of the National Association of Secondary School Principals’ Common Application and the Institute for European and Asian Studies.

Academic Programs

The College offers a diverse menu of academic programs within the humanities, sciences, social sciences, performance and visual arts, education, business, and nursing fields. In 1998, the College adopted The Wagner Plan for the Practical Liberal Arts, which requires all undergraduate students to complete a comprehensive program emphasizing the liberal arts, experiential learning, and multidisciplinary studies. The liberal arts form the foundation of the undergraduate experience, and all students complete a core program that introduces students to the breadth of human experience. Students engage one discipline in depth by completing a program in a chosen major. Additionally, all undergraduates are required to demonstrate an understanding of the interrelated nature of problems

by successfully completing several semesters of multidisciplinary and integrated studies and experiential learning requirements.

The liberal arts core program includes requirements in literature and the humanities, history, the social sciences, writing, speech, mathematics, computer literacy, laboratory science, and the arts. The core program constitutes approximately 40% of the undergraduate program. The major program may not exceed 45% of the undergraduate requirements.

Communication skills in writing, speaking, and information technology are critical competencies for the contemporary undergraduate. The Wagner curriculum requires all of its graduates to achieve effective levels of communication in each of these areas by fulfilling course requirements and proficiency exams. All major programs, as well as the general education core, require demonstrated communication skills.

The Ph.D. or the relevant terminal degree is required for ongoing and tenured faculty appointments at the College. All faculty members teaching in the required First Year Program are drawn exclusively from the full-time faculty, as is every first-year student advisor/mentor.

Given its location in New York City, the College has long emphasized experiential learning, internships, mentorships, practicum and studio and clinical sessions. In addition, community based and service learning courses link the liberal arts core to the greater community.

Accreditations

The College is accredited by the Middle States Commission on Higher Education and was most recently reaffirmed in March 2022. Academic programs are registered with the New York State Education Department. Specific portions of Wagner's academic programs have received recognition and accreditation by national professional agencies. The business administration programs are accredited by the Association of Collegiate Business Schools and Programs and the International Assembly of Collegiate Schools of Business. The education programs are accredited by the National Council for the Accreditation of Teacher Education. The nursing programs are fully accredited by the National League for Nursing Accrediting Commission, Inc.. The Physician Assistant Program is accredited by the Accreditation Review Commission on the Education for the Physician Assistant. The chemistry program is approved by the American Chemical Society. The College is a member of the American Council of Education and the College Entrance Examination Board. The Graduate Department is recognized by the Northeastern Association of Graduate Schools, and specific graduate programs are accredited by national organizations such as the Association of Collegiate Business Schools and Programs and the National League for Nursing Accreditation Commission, Inc.

Strategic Plan

Wagner's strategic plan focuses on an educational vision, known as The Wagner Plan for the Practical Liberal Arts, which was initiated in 1998 and has since been developed further on the basis of students' experiences and institutional outcomes. The strategic plan enables the College to prioritize its future plans and actions, and focus on its strategic goals and differentiating factors so that Wagner can fulfill its mission and innovative educational vision today, and into the future.

The Board of Trustees (the "Board") approved an updated strategic plan in October 2011. The College's primary strategic goal for the next decade was to emerge as a national leader in higher education, cited for its innovative and dynamic curriculum, comprehensive civic engagement and global education model, rooted in New York City. The core priorities of the strategic plan include educational excellence and the enhancement of Wagner's facilities, resources, and reputation. The 2011 strategic plan focused on four key strategic objectives:

1. Deepen the Wagner Plan
2. Develop and implement a campus master plan
3. Develop and implement a multi-year budget model and net revenue plan
4. Develop and implement a multi-year branding plan

Over the course of the past decade, the College's strategic planning efforts have contributed to increases in total assets and net asset balances, including strong cash and investment growth with significant increases in endowment balances, while simultaneously making investments in physical plant with limited use of debt. Total net assets grew to \$145.7 million in fiscal year 2021, 77.3% over fiscal year 2012. Total cash and investments grew to \$147.2 million, or 75.3% over fiscal year 2012. Long term indebtedness (excluding unamortized bond premium, discount and issuance costs) fell 19.0% over the same period. The College has completed renovations to Main Hall (its main academic building), exterior renovations to Harborview Hall (residence hall), the College book store, and the exterior porch of Cunard Hall. The College has also made significant information technology upgrades in many of its classrooms, and implemented both a campus-wide wireless upgrade and cybersecurity system. In athletics and in support of its Division I sports program, the College installed a new Field Hockey turf, and replaced its PoolPak system for the swimming pool. Wagner has maintained operating successes over the past ten years as it relates to net tuition revenue. Budget planning and forecasting continue to guide the College's stable operations. For example, despite the difficult operating environment resulting from the COVID-19 pandemic, which remains ongoing, the College generated positive operating results in both fiscal year 2021 and fiscal year 2020 on a GAAP basis. The College generated stronger operating results relative to budget in fiscal year 2021 due to better-than expected revenues and cost controls implemented as a result of the pandemic.

As Wagner continues to execute its academic and strategic planning efforts, it expects to see increased graduate student enrollment, particularly in areas of key strategic investment in academic programming, including recent Health Science initiatives, as well as in response to expanded Business School strategies, including plans for new faculty, revamped curriculum, and new programs. Undergraduate student enrollment is forecasted to increase, with the largest increase from the launch of the College's new Occupational Therapy program.

The College anticipates continued increases in other areas of undergraduate enrollment that have experienced growth and increasing popularity in the past several years. These areas include the music program, where the addition of a Vocal Performance major has generated increased demand and interest from students. The College's Film major has also seen recent growth and is expected to continue. Lastly, the College has seen strong interest and growth in its new Sports Management major. In addition to their ongoing enrollment initiatives, the College's Admissions Department has set forth recruitment plans by marketing these popular and growth areas more heavily in its ongoing student search campaigns, through digital media, and with strong faculty support.

The College's enrollment and recruiting strategy is grounded in four key areas of strength. Three are academic: the Business program; the Health Sciences and general Science programs, in which the Nursing and Physicians Assistant programs play a central role; and the Performing and Visual Arts, which has historically been centered around the College's nationally ranked Theatre program. The fourth area of recruiting strength is the College's unique Division I Athletics program. Taken together, these four components of the College program provide the backbone of its recruiting efforts, as most students apply with an interest in at least one of these areas. These four areas are all anchored by the Wagner Plan. The melding together of the liberal arts (humanities, behavioral, natural and social sciences) with professional programs, coupled with Wagner's unique campus and location, enriched by its learning communities and experiential learning, is and will continue to be the Wagner difference.

The College is currently in the process of developing a new and updated strategic plan to build on the successes of the strategies laid out in the prior versions of the Wagner Plan. A Steering Committee has been formed, members of the Committee have been elected, and a charge to the Committee has been made. The College anticipates that the newly updated plan will center on a combination of investments in its existing programs of success, and new programmatic and structural innovations for the future.

Ongoing facilities reinvestment will support the future strategic plan. A portion of the proceeds of the Series 2022 Bonds will provide meaningful campus upgrades that address deferred maintenance and other upgrades to accommodate planned growth in the student body as investments in academic programs continue to mature.

Governance

The College is governed by the Board consisting of a maximum of 35 members, including the College's President. Trustees, with the exception of the President, are elected by the Board for a three-year renewable term up to a 12-year limit, but may be re-elected after a one year hiatus. The full Board meets a minimum of four times annually. In addition, an Executive Committee of the Board meets between full Board meetings and is empowered to act on behalf of the Board on specific matters requiring attention prior to the next full Board meeting.

The officers and current members of the Board of Trustees are as follows:

Chair

Joan Nicolais, '49
Former Senior Vice President
CBS Corporation

Vice Chair

Andrew Cortese, '72
Managing Director
AIG Investments

Treasurer

Mary Caracappa-Hurtado*, '82, P'17
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Alex Fox, '64
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Dr. Aletta Kipp Diamond, '65, H'15
Educator (Retired)

The Rev. Bishop Paul Egensteiner, '79
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Graham M. Fox, '64
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Dr. Seymour Lachman
Educator & Policy Maker

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Lorraine McNeill-Popper, '78
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President (Retired)
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Ex-Officio, Counsel
Dr. Howard Braren, '50, H'12
President (Retired)
Braren Mulder German
Associates, Inc.

* Morgan Stanley & Co. LLC is the underwriter of the Series 2022 Bonds.

Administration

The President of the College, who is a member of the Board, is appointed by the Board, and serves as the officer responsible for the administration of the College. All other senior officers are appointed by the President. Senior executive officers are listed below:

Angelo G. Araimo, *Interim President*: Angelo Araimo has served as the Interim President of the College since October 2021, where he was previously the Senior Vice President for Enrollment and Planning for over seven years. Mr. Araimo joined the College in January 1994 as the Director of Admissions, later becoming the Dean of Admissions, and then the Vice President for Enrollment and Planning in 2005. Prior to joining Wagner, Mr. Araimo held the position of Director of Admissions at St. Joseph's College in New York, where he worked for five years. Mr. Araimo also taught History at both St. Joseph's College and St. John's University from 1986-1994. He holds a Bachelor of Arts in History from St. John's University, as well as a master's in History from St. John's University.

Nicholas Richardson, *Interim Provost and Vice President for Academic Affairs**: Nicholas Richardson, Ph.D. has served as the Interim Provost and Vice President for Academic Affairs since July 2021. Prior to this role, Mr. Richardson served as Associate Provost for Academic Affairs since 2018. Mr. Richardson joined the College in June 2000 as an Assistant Professor of Chemistry. He was promoted to Associate Professor and tenured in Fall 2006, and was promoted to full Professor in Fall 2015.

John A. Carrescia, Jr., *Chief Financial Officer and Vice President for Finance & Administration*: John Carrescia joined the College in 2003, and currently oversees the College's Finance and Business Office, Bursar's Office, Campus Operations, Information Technology, Postal Center, Copy Center, Dining Services, and the Bookstore. He serves as a chair for the College's Pension Committee and is responsible for all financial compliance and reporting requirements for the College. Mr. Carrescia was an Adjunct Professor for Accounting at the College for more than ten years. Before coming to Wagner, Mr. Carrescia was a supervising senior accountant at KPMG LLP. Mr. Carrescia is also an alumnus of Wagner, where he received his Bachelor of Science in Accounting and Master of Business Administration with a Finance concentration.

Ruta Shah-Gordon, *Vice President for Enrollment and Campus Life*: Ruta Shah-Gordon, Ph.D. currently oversees admissions and enrollment, residential education, co-curricular programs, leadership development and student conduct, the centers for wellness, intercultural advancement, and spirituality, the Department for Lifelong Learning, and Public Safety. She also serves as the College's Title IX Deputy Coordinator. Ms. Shah-Gordon joined the College in 2002 as the Associate Dean for Student Development. She earned her doctorate in Leadership and Change from Antioch University.

Jazzmine Clarke-Glover, *Vice President for Workplace Culture and Inclusion, Chief HR Officer, and Chief Diversity Officer*: Jazzmine Clarke-Glover provides leadership in the College's strategic planning and vision of talent management, retention and development, diversity and inclusion, as well as HR policies and programs. Ms. Clarke-Glover joined Wagner in 2015 as Director of Human Resources and the College's Title IX Coordinator. She previously served as Assistant Director of Human Resources at New York City Technical College, and an HR Professional for the City University of New York's Graduate Center. She is certified by the Society for Human Resources Management. She also holds certifications in Business and Ethical Leadership and Leadership & Succession Planning. She is a doctoral candidate at Baruch College's Zicklin School of Business. She holds a master's in Industrial and Labor Relations from Baruch College and a B.S./M.S. in Sociology from Boston College.

Campus Facilities

The College's facilities currently include 22 buildings for academic, administrative, athletic, residential, and dining hall purposes in Staten Island, New York. The Horrman Library contains over 300,000 volumes in support of undergraduate and graduate academic programs. All library facilities are computerized, and readily share information and resources on an intra-and inter-net library loan basis.

* Effective June 1, 2022, Dr. Tarshia Stanley is expected assume the role of Provost and Vice President for Academic Affairs. Prior to joining the College, Dr. Stanley served as Dean of the School of Humanities, Arts & Sciences, and tenured associate professor at St. Catherine University in St. Paul, Minnesota. Prior to St. Catherine's, Dr. Stanley spent 19 years at Spelman College. Dr. Stanley holds a bachelor's degree in English from Duke University and an M.A. and Ph.D. in English from the University of Florida.

The net carrying values of the College's facilities for the past five years are shown below. Amounts shown are as of August 31:

Plant Assets					
As of August 31:	2017	2018	2019	2020	2021
Land and land improvements	\$ 9,163,541	\$ 9,232,167	\$ 9,395,897	\$ 9,566,873	\$ 9,646,743
Buildings and building improvements	120,263,968	120,709,653	122,692,318	123,844,644	126,320,421
Furnishings and equipment	20,009,387	20,976,027	22,267,940	23,186,863	23,638,216
Library books	301,272	303,581	304,222	305,358	307,884
Construction in progress	<u>551,184</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total	150,289,352	151,221,428	154,660,377	156,903,738	159,913,264
Less: Accumulated depreciation	<u>(79,475,638)</u>	<u>(83,806,868)</u>	<u>(88,158,013)</u>	<u>(92,247,509)</u>	<u>(96,334,913)</u>
Net carrying value	<u>\$ 70,813,714</u>	<u>\$ 67,414,560</u>	<u>\$ 66,502,364</u>	<u>\$ 64,656,229</u>	<u>\$ 63,578,351</u>

OPERATING INFORMATION

Admissions

The College has experienced a significant improvement in the quality of its student population over the past ten years. The College student of today is typically a resident student (67% of full-time undergraduate students live in College housing), with an average SAT score of 1220.

The College's admission statistics for first-year undergraduates for the last five years is outlined below:

Freshmen Admission Statistics

Academic Year Beginning Fall:	2017	2018	2019	2020	2021
Applications	2,834	2,898	2,809	2,604	2,786
Acceptances	1,975	2,023	1,987	1,834	2,277
Matriculants	437	419	412	376	357
Selectivity	70%	70%	71%	70%	82%
Matriculation	22%	21%	21%	21%	16%
% from Out of State	56%	54%	60%	52%	47%
Top 10% of Class	25%	20%	21%	20%	18%
Mean Combined SAT	1150	1180	1190	1190	1220

Recently, the College implemented new strategic enrollment planning initiatives, with emphasis on generating applications from primary and secondary regional areas of recruitment focus. The College altered its student recruitment and admissions strategy with goals to target and admit students with a greater likelihood of attendance, while attracting a more qualified applicant pool and improving retention metrics. Initiatives included a new marketing campaign, increased on-campus visits and campus tours, a redesigned website, expanding admissions office staff to include a new Assistant Vice President for Enrollment, re-establishing the College's Retention Committee and expanding upon its goals, and enhancing the visibility of new academic programming that resonates with student demand and local industry. Following a larger decline in Fall 2020 that was partially due to the timing and impact of COVID-19, the College experienced a 7% increase in applications for Fall 2021 admission. Applications for Fall 2022 freshmen admission continue to increase, up 12% relative to prior year. Deposits have also grown, with an 8% increase in deposits this year compared to this time prior year. Select programs have seen strong demand, including Health Sciences and Performing Arts. For example, 150 physician assistants and 300 performing arts students were on campus for Admitted Students Day – amounts that were higher than prior to COVID-19 in 2019.

The College seeks to attract students who are academically prepared to meet the rigors of a Wagner education while also possessing the ability to pay for it. The current economic environment presents challenges for families to pay for higher education, and the College endeavors to address issues concerning affordability with a number of strategies. For example, for families seeking tuition savings through community college enrollment in the first two years of study, the College has increased its recruitment of transfer students, enrolling 120 transfer students in the

2021-2022 academic year, which is up from 114 students from the prior year. In 2019, the College repositioned its financial aid strategy to both increase and better target institutional scholarships for students who qualify for financial or merit-based awards, and the College continues to work with a consultant to optimize the distribution of aid to target net tuition revenue growth.

Enrollment

In Fall 2021, Wagner enrolled students from 44 different states and 30 different countries. Over the five years shown in the table below, the College experienced a period of enrollment declines, which was further impacted by the COVID-19 pandemic in Fall 2020 and Fall 2021. As with most higher education institutions, the College switched to remote instruction during the Spring 2020 semester, and continued with a hybrid remote / in-person learning model during the Fall 2020 semester and eventual full reopening by Fall 2021. These changes inevitably affected students' college choices. Following federal and state health and safety guidelines, the College reconfigured student housing to ensure social distancing in Fall 2020. Due to the reduced capacity and limited in-class course offerings, total housing occupancy declined as the College increased its safety measures by converting rooms from doubles to singles, used one residence hall as a quarantine building, and implemented a cap on residence hall capacity. In line with a full campus reopening in Fall 2021, housing occupancy has significantly improved. Housing occupancy was at 66% as of Fall 2021, with a forecasted occupancy of 72% for Fall 2022.

The College executed a number of strategic enrollment and programmatic initiatives that are expected to produce enrollment gains in Fall 2022 and beyond. For example, programmatic initiatives include a graduate program in Psychiatric Nursing (Fall 2022); Music Instrumental Performance (Fall 2022); graduate programs in Business, including Health Administration (Fall 2022) and Arts Administration (Fall 2023/2024); Occupational Therapy (Fall 2023) with a new director and application for accreditation; and undergraduate concentrations/certificates in Business, such as Supply Chain Management (Fall 2023/2024) and Sports Management (Fall 2023/2024). Fall 2022 enrollment is estimated to increase due to strong retention, increased enrollment in the Nursing program and a full return to the Theatre program. The College projects growth of between 50 to 75 new students per year for Fall 2023 and Fall 2024 through growth in Business programs at both the undergraduate and graduate levels. The Occupational Therapy program is expected to bring 20 to 25 new students per year in the first two years.

In total across all recently implemented or newly planned academic programs, the College currently plans for a 3% increase in students in Fall 2022, as compared to Fall 2021. Beyond Fall 2022, the College projects a total of 100 new students per year after implementing its new academic programs and at steady state, which is expected to begin in Fall 2023, with 2,400-2,500 in total projected student FTE level in five years. Importantly, the College expects that the strategic shift towards growth in key industry segments within the Health Sciences and other graduate or professional degree programs will offer enrollment diversity, along with certain graduate degree programs such as Nursing or Physicians Assistant programs that are offered at higher tuition levels that do not typically offer tuition discounting, thus leading to stronger revenue growth per new student FTE.

Enrollment remains Wagner's primary revenue driver. Yet, across higher education, competition to enroll students has increased sharply in recent years, with demographic shifts away from the Northeast and mid-Atlantic, and a shrinking pool of traditional applicants. The College has developed what it considers ambitious, but realistic goals for enrollment growth, which incorporate its core strengths, but are also adaptive to the fast-changing higher education landscape. In the face of weakening demographic trends, a tuition reset, and the mounting calls for "free college," the College remains dedicated to building upon the unique strengths that make Wagner marketable and valuable. In addition, the College is continuing to increase its focus on building its international student recruitment functions to enhance campus internationalization. The programmatic strengths and strong reputation that the College has in athletics, health sciences, business, and the performing arts will serve as pillars for growth. This, coupled with its new program initiatives, is expected to position the College well for enrollment growth as it enters this post-pandemic world, and is expected to lead to increased retention of its student body.

The College's enrollment for the last five years is outlined below:

Enrollment Summary

Academic Year Beginning Fall ⁽¹⁾:	2017	2018	2019	2020	2021
Undergraduate FTE	1,773	1,736	1,698	1,606	1,531
Undergraduate Headcount	1,803	1,762	1,741	1,643	1,568
Graduate FTE	350	265	236	227	214
Graduate Headcount	445	421	393	400	389
Total Enrollment FTE	2,123	2,001	1,934	1,833	1,745
Total Headcount	2,248	2,183	2,134	2,043	1,957

⁽¹⁾ Not full-year; enrollment is for the Fall semester only.

The following table lists the number of degrees conferred (undergraduate and graduate) for the last five years.

Degrees Conferred

Academic Year	Undergraduate	Graduate	Total
2016-17	419	204	623
2017-18	449	211	660
2018-19	434	187	621
2019-20	383	191	574
2020-21	463	176	639

Comprehensive Fee

Tuition, room and board, and required fees for the last five academic years are listed below:

Academic Year Beginning Fall:	2017	2018	2019	2020	2021
Tuition	\$44,800	\$46,140	\$47,300	\$48,010	\$48,730
Room & Board	13,650	14,124	14,574	14,790	14,980
Required Fees	580	680	980	2,000	1,600
Total	<u>\$59,030</u>	<u>\$60,944</u>	<u>\$62,854</u>	<u>\$64,800</u>	<u>\$65,310</u>

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Financial Aid

On an institution-wide basis, approximately 90% of all full-time students receive some form of financial assistance. The College participates in federal and state financial aid programs, including Federal Pell Grants (“Pell”), Federal Supplemental Educational Opportunity Grants (“SEOG”), Federal Perkins (“Perkins”) and Federal Nursing loans (“FNL”), Direct Loans, Federal Work-Study (“FWS”), and the New York State Tuition Assistance Program (“TAP”).

The following table illustrates the sources and amounts of financial aid received by the College’s students for the last five fiscal years ended August 31:

Financial Aid					
Fiscal Year Ended August 31:	2017	2018	2019	2020	2021
Institutional Scholarships	\$ 39,117,090	\$ 40,297,458	\$ 41,044,646	\$ 41,637,448	\$ 42,045,542
TAP	1,145,893	1,217,911	1,139,923	1,094,794	1,056,983
Pell	1,795,030	1,831,870	1,791,947	1,682,282	1,723,865
SEOG	191,065	200,800	293,190	285,145	459,100
Perkins	375,250	348,050	-	-	-
Direct Loans	16,472,563	17,062,786	16,898,661	16,672,155	14,919,933
FNL	155,950	139,450	151,244	152,750	155,350
FWS	158,693	220,200	213,871	238,372	80,163
Total	\$ 59,411,534	\$ 61,318,525	\$ 61,533,482	\$ 61,762,946	\$ 60,440,936

Faculty

As of the beginning of academic year 2021-22, the total faculty members employed by the College numbered 297, of whom 95 served full-time; 57 of the full-time faculty members held tenure. The majority of the College’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 last five academic years.

Academic Year	Full-time Faculty	Part-time Faculty	Total Faculty	Faculty Profile	
				Full-time Equivalent Faculty	Percent of Full-time Faculty Tenured
2017-18	96	182	278	157	67%
2018-19	106	210	316	176	67%
2019-20	103	205	308	171	69%
2020-21	102	188	290	165	64%
2021-22	95	202	297	162	60%

Employees and Labor Relations

In addition to the College’s faculty, the College employs approximately 472 people, consisting of 280 full-time and 192 part-time administrative, clerical and technical staff. The College has collective bargaining agreements with Local 32BJ of the Service Employees International Union representing 24 custodial employees; Local 30 of the International Union of Operating Engineers representing 12 powerhouse/grounds employees; Local 3 of the International Brotherhood of Electrical Workers representing 12 maintenance employees; and Local 1 of the Security Officers Union representing 15 security officers. The College’s faculty and administrative officers are not subject to any collective bargaining agreements. The College considers its relationship with the unions and with its faculty, staff, and other employees to be good.

COVID-19

On January 30, 2020, the World Health Organization declared the outbreak of COVID-19 a global health emergency and subsequently declared the COVID-19 outbreak a global pandemic in March 2020. The pandemic has adversely affected domestic and global activity, and the full impact continues to evolve as of the date of this report. In reaction to the outbreak, federal, state, and local governments have issued mandates that have disrupted businesses and resulted in an overall decline in economic activity.

During the fiscal year ended August 31, 2020, the COVID-19 pandemic forced the College to suspend in-person classes and move to a virtual environment for a portion of the spring 2020 semester. Students living in residence halls were encouraged to return to their primary residences, and subsequently all administrative buildings on campus were closed, with the exception of essential services. The College refunded prorated charges for rooms and meal plans relating to the spring 2020 semester totaling approximately \$2.8 million. The College continued to be affected by the COVID-19 pandemic during the fiscal year ended August 31, 2021. The College experienced reductions in student enrollment for the Fall 2020 semester, resulting from the governmental mandates to control the spread of the virus during that time period. Similarly, the College saw a reduction in room and board revenue and reconfigured its student housing / capacity options to ensure social distancing.

Throughout the course of the pandemic, Wagner had a pandemic task force in place, which was actually established early in January of 2020; the task force, with the help of the entire campus community, led the College through these unprecedented times, and worked to ensure that the disruptions to the College were mitigated as much as possible. While the College experienced reductions in almost all areas of revenues (tuition, room and board, athletics, external/summer programming, theater, etc.), the College took swift, immediate actions to offset these operating losses. The College froze all open positions, established a furlough policy for temporary reductions in staff, and put a budget freeze in place in April 2020. All expenses were monitored closely to ensure that only fixed, non-discretionary dollars were spent.

During fiscal years ended August 31, 2021 and 2020, the federal government provided higher education institutions with Higher Education Emergency Relief Funding (“HEERF”), which was allocated under various acts of Congress. The Coronavirus Aid, Relief, and Economic Securities Act (“CARES”) was signed into law on March 27, 2020 and provided the College with total funding of \$1.5 million under HEERF I. The Coronavirus Response and Relief Supplemental Appropriations Act (“CRRSAA”) was signed into law on December 27, 2020 and provided the College with total funding of \$2.1 million under HEERF II. The American Rescue Plan (“ARP”) was signed into law on March 11, 2021 and provided the College with total funding of \$3.7 million under HEERF III. Each of these awards has a student aid portion and an institutional portion. The Department of Education provided required uses of the funds for both the student portion and institutional portion, and until the conditions associated with those requirements are satisfied, revenue cannot be recognized, in accordance with ASU 2018-08.

Over the past two years, the College has sought to respond quickly to the ever-changing environment that the pandemic has created. Certain efforts that were made in the past two years to ensure a safe campus community during the pandemic will continue moving forward to help sustain such an environment into the future. The College now has touchless doors in all of its residence halls and various other buildings across campus. There are a plethora of handwashing stations throughout campus. All of the College’s HVAC systems have been updated to MERV 13 filters. The College also implemented an indoor air quality monitoring system in several locations on campus, which also includes viral load monitors. The College implemented a mobile food ordering system during the pandemic, which the College has kept in place in order to help reduce traffic in dining areas. Lastly, the College has mandated vaccinations for all students and staff on campus.

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ANNUAL FINANCIAL STATEMENT INFORMATION

Selected Financial Data

The College's most recent financial statements, together with the report of the College's independent accountants with respect thereto, are included as Appendix B to the Official Statement. The following table summarizes the revenues, expenses, and changes in net assets for the College for each of the last five years. For complete financial statements of the College for the fiscal years ended August 31, 2021 and 2020, see the financial statements and accompanying notes included in Appendix B.

**Financial Summary
Statements of Activities
Years Ended August 31, 2017 - 2021**

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Operating activities:					
Student revenues, net	\$69,236,950	\$68,037,317	\$68,490,435	\$63,040,882	\$57,432,354
New York State appropriations	153,011	167,272	172,305	158,437	142,767
Contributions	1,772,804	1,067,237	1,441,561	2,481,483	1,137,068
Contributions restricted to programs	1,671,861	2,228,883	1,997,616	1,823,682	824,159
Government grants and contracts	653,322	881,603	445,367	1,959,803	2,579,886
Endowment return used in operations	3,573,465	3,782,486	4,182,555	4,381,001	4,401,875
Other	1,801,067	1,685,210	2,083,216	1,660,140	474,133
Total operating revenue	<u>78,862,480</u>	<u>77,850,008</u>	<u>78,813,055</u>	<u>75,505,428</u>	<u>66,992,242</u>
Expenses					
Instruction	23,395,508	23,557,800	23,350,202	21,805,984	20,401,636
Academic support	4,297,418	4,482,053	3,980,012	3,970,102	3,438,711
Student services	21,336,169	21,434,108	21,534,940	18,692,481	17,359,120
Institutional support	13,243,588	14,119,870	12,809,018	12,460,650	14,323,869
Auxiliary enterprises	12,106,020	12,563,408	13,123,968	11,480,994	11,450,450
Total expenses	<u>74,378,703</u>	<u>76,157,239</u>	<u>74,798,140</u>	<u>68,410,211</u>	<u>66,973,786</u>
Change in net assets from operating activities	<u>4,483,777</u>	<u>1,692,769</u>	<u>4,014,915</u>	<u>7,095,217</u>	<u>18,456</u>
Nonoperating activities:					
Contributions restricted to endowment	2,456,946	1,650,371	4,418,115	1,091,089	6,377,192
Investment gains (losses), net of endowment return used in operations	5,533,116	2,364,652	(2,620,435)	3,771,893	12,110,913
Change in net assets	12,473,839	5,707,792	5,812,595	11,958,199	18,506,561
Net assets, beginning of year	91,237,802	103,711,641	109,419,433	115,232,028	127,190,227
Net assets, end of year	<u>\$103,711,641</u>	<u>\$109,419,433</u>	<u>\$115,232,028</u>	<u>\$127,190,227</u>	<u>\$145,696,788</u>

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The following table summarizes the assets, liabilities, and net assets of the College for each of the last five years. For complete financial statements of the College for the fiscal years ended August 31, 2021 and 2020, see the financial statements and accompanying notes included in Appendix B.

Financial Summary
Balance Sheets
August 31, 2017 – 2021

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Assets					
Cash and cash equivalents	\$18,423,418	\$21,889,942	\$25,379,549	\$30,762,097	\$29,154,989
Accounts receivable, less allowance for doubtful accounts	3,949,969	2,642,395	6,571,723	5,137,870	4,111,212
Inventory and prepaid expenses	1,440,122	1,236,418	1,264,839	1,102,867	1,328,700
Contributions receivable, net	1,706,572	1,425,160	627,243	813,249	315,597
Mortgage receivable, net	131,279	131,279	78,779	-	-
Loans receivable, net	2,592,020	2,616,666	2,317,161	1,937,420	1,780,912
Investments	88,545,009	92,422,310	93,397,320	99,234,360	118,093,945
Amounts held by bond trustees	4,313,362	4,348,001	4,398,537	4,417,168	4,462,619
Right of use assets for operating leases	-	-	-	-	489,556
Property, plant, and equipment, net	70,813,714	67,414,560	66,502,364	64,656,229	63,578,351
Total Assets	<u>\$191,915,465</u>	<u>\$194,126,731</u>	<u>\$200,537,515</u>	<u>\$208,061,260</u>	<u>\$223,315,881</u>
Liabilities					
Accounts payable and accrued expenses	3,079,346	3,337,776	3,222,668	3,732,109	3,487,825
Deferred revenue	16,403,038	16,359,067	19,242,887	16,268,244	17,468,651
Student deposits	436,264	427,238	414,149	232,759	125,430
Amounts held for others	193,387	192,942	191,089	201,281	197,315
Postretirement benefit obligation	67,593	51,379	49,468	44,584	35,116
Lease liability – operating leases	-	-	-	-	489,556
Lease liability – financing leases	1,148,960	831,207	2,049,566	1,924,651	1,685,760
Conditional asset retirement obligations	2,601,972	2,773,608	2,956,974	3,152,715	3,361,184
Refundable federal grants	2,964,323	2,898,876	2,949,808	2,543,024	1,985,156
Long-term debt, net	61,308,941	57,835,205	54,228,878	52,771,666	48,783,100
Total Liabilities	<u>88,203,824</u>	<u>84,707,298</u>	<u>85,305,487</u>	<u>80,871,033</u>	<u>77,619,093</u>
Net Assets					
Without donor restrictions	24,397,883	25,464,591	27,032,220	33,518,013	36,984,009
With donor restrictions	79,313,758	83,954,842	88,199,808	93,672,214	108,712,779
Total Net Assets	<u>103,711,641</u>	<u>109,419,433</u>	<u>115,232,028</u>	<u>127,190,227</u>	<u>145,696,788</u>
Total Liabilities and Net Assets	<u>\$191,915,465</u>	<u>\$194,126,731</u>	<u>\$200,537,515</u>	<u>\$208,061,260</u>	<u>\$223,315,881</u>

Management Discussion of Recent Financial Performance

The College's financial management team strives to maintain annualized balanced budgets. Wagner's current strategic plan focuses on multi-year financial planning, including a net revenue plan. The College's financial, investment management, and fundraising efforts collaboratively work towards the long-term sustainability of Wagner, with emphasis on supporting the educational mission and technological and physical infrastructure. Wagner has been successful in meeting its objectives over the past several years. Operating budgets have been consistently balanced. For the fiscal year ending August 31, 2022, the operating budget includes strategic educational investments such as \$300,000 for deferred maintenance, \$120,000 for marketing, and \$135,000 for deferred information technology. The fiscal 2022 approved budget reflects 5.7% growth in revenues, and actual operating performance to-date is favorable versus budget.

The College's operating revenues for the fiscal year ended August 31, 2021 totaled approximately \$66.99 million, while operating expenses totaled approximately \$66.97 million, resulting in a small operating surplus. Total contributions were approximately \$8.3 million in fiscal 2021, compared to \$5.4 million the year before. Total assets grew by \$15.3 million, or 7.3%, to approximately \$223.3 million. Total net assets increased 14.6% to \$145.7 million. Cash and investments increased \$17.3 million or 13.3% to \$147.2 million. Long-term debt decreased 7.6% to \$48.8 million.

Fund Raising

The following table shows the contributions received by the College over the years ended August 31, 2017 to 2021, broken down by net asset type, as reported in the audited financial statements of the College for such years:

Private Gifts

For Years Ended August 31,:	2017	2018	2019	2020	2021
Unrestricted	\$ 1,772,804	\$ 1,067,237	\$ 1,441,561	\$ 2,481,483	\$ 1,137,068
Temporarily Restricted	1,886,361	2,228,883	1,997,616	1,823,682	824,159
Permanently Restricted	2,242,446	1,650,371	4,418,115	1,091,089	6,377,192
Total	\$ 5,901,611	\$ 4,946,491	\$ 7,857,292	\$ 5,396,254	\$ 8,338,419

Investments

Investments are overseen by the Investment Committee of the Board. The Investment Committee has the responsibility of maintaining the investment policy for the College, including the spending policy, asset allocation and rebalancing, and hiring managers and consultants. The Investment Committee meets at least quarterly, if not more often, with its two investment managers to review performance, asset allocation, investment style consistency with mandate, and personnel and organizational changes. Details can be found in Appendix B on page 17, note 6 of the financial statements.

The following table details the fair value of the College's investments for the past five fiscal years:

Investments As of August 31,

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Total Investments	\$ 88,545,009	\$ 92,422,310	\$ 93,397,320	\$ 99,234,360	\$ 118,093,945

At August 31, 2021, the College had total cash and investments of \$147.2 million, comprised of cash and cash equivalents of \$29.2 million and total investments of \$118.1 million. As of February 28, 2022, the unaudited value of total cash and investments was \$143.6 million, comprised of \$27.5 million in cash and cash equivalents and \$116.1 million in total investments.

The overall investment objective of the College's investments is to preserve and enhance the real (inflation-adjusted) purchasing power of the investments, while providing a relatively predictable, stable, and constant (in real terms) stream of distributions in line with operating spending needs. It is the College's goal to set a maximum annual endowment spending rate of 5%, with the amount of the distribution determined annually in consultation with the Executive Committee, except in cases where donors have specified the spending rate as part of the gift agreement. Except in cases where specified by a gift agreement or required under the Uniform Prudent Management of Institutional Funds Act or the New York Prudent Management of Institutional Funds Act, the endowment spending rate will be applied to the twelve-quarter average market value of the endowment investments determined as of each May 31st to determine the amount available for spending in the next fiscal year.

The endowment fund's asset allocation guidelines are as follows:

Asset classes can include the following:

Percentages are for the entire portfolio	Asset Range in Percentages	
	Minimum	Maximum
Equities	40	70
Fixed Income and Cash	10	40
Alternative Assets	10	30

Equity investments include domestic, international developed and international emerging stocks. Fixed income investments include U.S. Government obligations, domestic corporate investment grade, domestic corporate non-investment grade, international developed and international emerging. Alternative strategies include private equity, real estate (publicly traded and private equity), energy and natural resources, commodities, managed futures, marketable hedge funds, venture capital, and distressed debt.

Long-Term Indebtedness

Long term debt at August 31, 2021 and 2020 consisted of the following:

Long-Term Indebtedness	<u>2021</u>	<u>2020</u>
Bonds payable:		
Wagner College Tax-Exempt Revenue Bonds, Series 1998, 2.960%, maturing July 1, 2000 through July 1, 2027	\$ 4,135,000	\$ 5,135,000
Wagner College Tax-Exempt Revenue Bonds, Series 2009, 3.220%, maturing July 1, 2010 through July 1, 2038	24,860,000	25,485,000
Wagner College Series 2009 Bank Term Loan, 4.030%, maturing January 28, 2009 through July 1, 2023	4,493,435	6,744,933
Wagner College Revenue Bonds, Series 2012, 5.000%, maturing July 1, 2024 through July 1, 2028 (including unamortized bond premium of \$540,507 and \$617,722 at August 31, 2021 and 2020, respectively)	<u>13,245,507</u>	<u>13,322,722</u>
Total bonds payable	46,733,942	50,687,655
Chartwells loan 1	36,234	72,469
Chartwells loan 2	28,729	57,458
Chartwells loan 3	1,333,334	1,416,667
Discount on Chartwells loan 3	(53,229)	(92,777)
Chartwells loan 4	2,691,589	2,859,813
Discount on Chartwells loan 4	(705,927)	(787,248)
Bond issuance costs	<u>(1,281,572)</u>	<u>(1,442,371)</u>
	\$ <u>48,783,100</u>	\$ <u>52,771,666</u>

The College expects to refund the Series 1998 Tax-Exempt Revenue Bonds, the Series 2009 Tax-Exempt Revenue Bonds, and the Series 2012 Tax-Exempt Revenue Bonds with the proceeds of the Series 2022 Bonds. Simultaneous to the delivery of the Series 2022 Bonds, the College expects to pay off the Series 2009 Bank Term Loan.

Pension Plans

The College maintains a defined contribution retirement plan (the “Plan”), which covers certain faculty, administrative, and staff personnel. Benefits are provided by fixed dollar annuities issued by the Teachers Insurance and Annuity Association (“TIAA”) and by variable annuities offered by its companion organization, the College Retirement Equities Fund (“CREF”). The Plan operates under Section 403(b) of the Internal Revenue Code, and uses TIAA and CREF retirement annuities to provide pension benefits. The College’s contribution to the Plan has consistently been 9% of each covered employee’s annual salary for the first seven years of employment and 10% for each year thereafter. However, as of January 1, 2021, the College’s contribution to the Plan was temporarily reduced to 3% for all covered employees, regardless of years of employment. The College intends to progressively increase its contribution to the Plan back to the historical percentages over the course of the next few years.

Contributions were also paid in 2021 and 2020 to three union multi-employer retirement plans for maintenance, powerhouse/grounds, and custodial personnel. Total pension expense pertaining to all plans for the years ended August 31, 2021 and 2020 was approximately \$1,652,000 and \$2,373,000, respectively.

Certain employees of the College who retired prior to 1995 will receive payments from the College, designed to help defray the cost of healthcare benefits, which those retired employees must secure on their own. Those payments, \$600 each per individual retiree, are currently made to ten retired College employees and are made annually during the first quarter of each calendar year. The College has recognized a liability for the present value of the annual \$600 payments to each of these individuals, which at August 31, 2021 and 2020 was \$35,116 and \$44,584, respectively.

Litigation

The College is involved in various claims and legal actions arising in the ordinary course of business. The College maintains insurance with respect to defense costs and potential damage awards. Management of the College does not expect the ultimate resolution of such actions to have a material adverse effect on the College’s financial position or its ability to pay debt service on the Series 2022 Bonds.

In addition to the foregoing, the College was named in a lawsuit seeking to bring a class action relating to past football injuries. IN RE: National Collegiate Athletic Association Student-Athlete Concussion Injury Litigation Northern District of Illinois, 1:13-cv-09116; Member Case: Crawford v. National Collegiate Athletic Association et al. Northern District of Illinois, Case No. 19-cv-01124. Plaintiff David Crawford filed this lawsuit in the United States District Court for the Southern District of Indiana in 2019 against the College and the NCAA asserting a class action on behalf of himself and all other student athletes who played football for the College between 1956 and 2010. Plaintiff asserts causes of action for negligence and fraudulent concealment (against the College and the NCAA), and breach of express contract (against the NCAA only). The complaint does not ask for a specific dollar amount of damages at this point but rather only for all reasonable damages to compensate the class, including all economic, non-economic and punitive damages. The lawsuit against the College is one of over 115 similar lawsuits against various colleges and universities, athletic conferences, and the NCAA pertaining to concussions, and all of these lawsuits have been transferred to the Northern District of Illinois and are being managed as part of Multidistrict Litigation. In September 2016, before the College was named as a defendant, the Judge overseeing the MDL stayed all litigation with the exception of four “bellwether” cases. The Judge has subsequently issued orders that reaffirm the stay. The College is not one of the bellwether cases, and the litigation against it remains under the court-ordered stay. Discovery has not yet begun, but the College intends to vigorously contest the claims. Counsel was retained by The Educational & Institutional Insurance Administrators, Inc. and the College’s fees and expenses are being paid by insurance, subject to any deductibles or limits of liability. Travelers Insurance through its third party administrator, Constitution State Service Company, and other insurers, are responsible for paying the firm’s fees and expenses. At this time the College cannot predict with any level of certainty whether the outcome of the litigation will have a material adverse effect on the finances or operations of the College.

Insurance

The College purchases comprehensive insurance coverage in the traditional categories of workers’ compensation, property, general liability, and network and cyber security, as well as in other categories consistent with higher education institutions, such as educators’ legal liability.

PART 8 — BONDHOLDERS' RISKS

The following is a discussion of certain risks that could affect payments to be made with respect to the Series 2022 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 2022 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 will be available as described in this Official Statement.

General

The Series 2022 Bonds are payable from payments to be made by the College under the Loan Agreement. The ability of the College to comply with its obligations under the Loan Agreement depends primarily upon the ability of the College 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 College 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 College will covenant under the Loan Agreement to make all such payments when due. There are certain risks, however, which might prevent the College 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 2022 Bonds should bear in mind that the occurrence of any number of events could adversely affect the ability of the College to generate such revenues. Future economic, demographic and other conditions, including the demand for educational services, the ability of the College to provide the services required by students, economic developments in the New York City area and competition from other educational institutions, together with changes in costs, may adversely affect revenues and expenses and, consequently, the ability of the College to provide for payments. The future financial condition of the College could also be adversely affected by, among other things, legislation and regulatory actions, and a number of other conditions that are unpredictable.

COVID-19

The COVID-19 pandemic and the measures taken by federal, state and local governments, as well as private organizations, intended to mitigate the spread of COVID-19 is altering the behavior of businesses and people in a manner that is having negative effects on global financial markets, national, state and local economics, and the higher education landscape in general and may materially adversely impact the College's finances and operations. The College has taken a number of actions to address COVID-19. See "PART 7 – THE COLLEGE – COVID-19. Adverse consequences of the COVID-19 pandemic on the College may include, but are not limited to, decline in enrollment, decline in demand for housing, decline in revenues, decline in value of investments, and decline in demand for programs that involve travel or that have international connections. In addition, securities markets in the United States and globally have seen increased volatility and significant changes in values that can be attributed to COVID-19 concerns. The continued spread of COVID-19 or any other similar outbreaks in the future may materially adversely impact such markets and foreign and domestic economies and, accordingly, may have a material adverse effect on the investment performance, liquidity, and financial condition of the College.

Lawsuits have been initiated against certain institutions of higher education in connection with the outbreak of COVID-19. These lawsuits relate to the impact of COVID-19 and responses to it. Lawsuits may include, but are not limited to, proceedings based on the level of room and board reimbursement after a campus closure or the relative value of remote educational programming as compared to in-person instruction. The College has not been named in any lawsuit relating to COVID-19 or the College's response to it. No assurance can be given that future lawsuits or other legal proceedings will not be initiated against the College in connection with COVID-19. The scope of any adverse impact to the College resulting from any such future lawsuit or proceeding cannot be determined at this time.

Financial Assistance

The amount of available financial assistance is a significant factor in the decision of many students to attend a particular college or the College. During the 2020-2021 academic year, approximately 90% of all of the College's enrolled students received some form of financial assistance through the College. 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 College.

Investment Income

The College'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. The consolidated endowment pool is managed by external money managers appointed for the purpose by the Investment Committee. Although the unrestricted portion of the College's endowment funds and the payout therefrom are available for debt service payments on the Series 2022 Bonds, the securities markets can be significantly affected by a wide range of conditions and circumstances beyond the College's control and no assurance can be given that future developments in the securities markets will not have an adverse effect on the market value of those investments and the income generated therefrom.

Fundraising

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

Competition

Competition for students by colleges and universities that are similar to the College remains intense. There are many other public and private institutions of higher education in the greater New York area. The College could face additional competition from these schools in a variety of forms, including but not limited to the establishment of new programs, construction of new facilities and tuition discounting programs. If the College is unable to maintain its competitive position its ability to pay debt service on the Series 2022 Bonds could be adversely affected.

Risks as Employer

The College 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 College 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.

Cybersecurity

Computer networks and data transmission and collection are vital to the efficient operation of the College. Despite the implementation of network security measures by the College, its information technology and infrastructure may be vulnerable to deliberate attacks by hackers, malware, ransomware, or computer viruses, or may otherwise be breached due to employee error, malfeasance, or other disruptions. Any such breach could compromise networks, and the information stored thereon could be disrupted, accessed, publicly disclosed, lost or stolen. Although the College does not believe that its information technology systems are at a materially greater risk of cybersecurity attacks than other similarly-situated entities, any such disruption, access, disclosure, or other loss of information could result in reputational damage to the College and may have a material adverse effect on the College's operations and financial condition. Further, as cybersecurity threats continue to evolve, the College may be required to expend significant additional resources to continue to modify and strengthen security measures, investigate, and remediate any vulnerabilities, or invest in new technology designed to mitigate security risks.

Changes in Law

Changes in law may impose new or added financial or other burdens on the operations of the College. 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 College 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 College could result in loss of the exclusion from federal gross income of interest on the Series 2022 Bonds and defaults in covenants regarding the Series 2022 Bonds and other related tax-exempt debt would likely be triggered. However, loss of tax-exempt status by the College would not cause a mandatory redemption or acceleration on the Series 2022 Bonds nor would it cause a change in the interest rates on the Series 2022 Bonds. The maintenance by the College 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, which Bonds may be issued at any time after the scheduled delivery date of the Series 2022 Bonds. Any such Series of Bonds may be secured by a pledge of, or security interest in, the Gross Receipts that is of equal priority with the pledge securing its obligations under the Loan Agreement. The Loan Agreement contains certain conditions with respect to the College's ability to incur Additional Indebtedness. See "APPENDIX C — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT" and "APPENDIX D — SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION".

Additional Indebtedness

The College may issue, incur or assume or guarantee Additional Indebtedness (including additional Bonds), subject to compliance with the conditions contained in the Loan Agreement. See "PART 2 — SOURCE OF PAYMENT AND SECURITY FOR THE SERIES 2022 BONDS — Covenants" and "APPENDIX C — SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT". Additional Indebtedness issued, incurred, assumed or guaranteed in accordance with the conditions described in the Loan Agreement may be secured by a security interest in the Gross Receipts on parity with the security interest in the Gross Receipts securing the Loan Agreement, subject to the prior execution and delivery of a commercially reasonable parity Intercreditor Agreement.

Certain Matters Relating to Enforceability of the Loan Agreement

The remedies available to Bondholders upon an Event of Default are in many respects dependent upon judicial action which is subject to discretion or delay. Under existing law and judicial decisions, including specifically the United States Bankruptcy Code (the "Bankruptcy Code"), the remedies specified in the Resolution and in the Loan Agreement may not be readily available or may be limited.

The obligation of the College to make payments on the Loan Agreement may be affected by application of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws or by equitable principles affecting the enforcement of creditors' rights. For example, if the College 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 College 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 2022 Bonds

There can be no assurance that there will be a secondary market for purchase or sale of the Series 2022 Bonds. From time to time there may be no market for the Series 2022 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 College's capabilities and the financial condition and results of operations of the College.

Hedging Transactions

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

Bond Rating

There is no assurance that any rating assigned to the Series 2022 Bonds at the time of issuance will not be lowered or withdrawn. A downward revision or withdrawal of any such rating may have a material adverse effect on the market price for, and marketability of, the Series 2022 Bonds in secondary market trading. In addition, a downgrade of the rating assigned to the Series 2022 Bonds could have negative effects on the College's ability to borrow funds for future capital improvements, including but not limited to the costs of any such borrowing.

Other Factors

Additional factors, including international, national and local trends or events outside the College's control, may affect the finances or future operations of the College to an extent that cannot be determined at this time.

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 Department of Health, the New York State Education Department, the Office of Mental Health, the Office of People with Developmental Disabilities, the Office of Addiction Services and Supports, 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. As of March 31, 2022, DASNY had approximately \$59.6 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, which are 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 pursuant to Section 103 of the Internal Revenue Code of 1986, as amended. All 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 the DASNY 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 475 employees located in four main offices (Albany, New York City, Buffalo and Rochester) and at approximately 39 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.

The Governor 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 select 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.

BERYL L. SNYDER, J.D., Secretary, 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.

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.

WELLINGTON Z. CHEN, Queens.

Wellington Z. Chen was appointed as a Member of DASNY by the Governor on June 20, 2018. Mr. Chen is the Executive Director of the Chinatown Partnership Development Corporation. In this capacity, he leads the Chinatown Partnership in implementing initiatives in infrastructure, post 9/11 rebuilding and public space improvements in a comprehensive effort to improve the environmental and the business conditions. He is a graduate of the School of Architecture and Environmental Studies at The City College of New York. Mr. Chen's term expired on March 31, 2020 and by law he continues to serve until a successor shall be chosen and qualified.

JOAN M. SULLIVAN, Slingerlands.

Joan M. Sullivan was appointed as a Member of DASNY by the New York State Comptroller on March 26, 2019. Ms. Sullivan is President of On Wavelength Consulting LLC, a firm that assists governmental entities with development of public procurements and private companies with the preparation of effective responses to government solicitations. She possesses over 40 years of experience working in and for the government of New York State, including an expansive career at the NYS Office of State Comptroller where she last served as Executive Deputy Comptroller before accepting an appointment as Executive Director of The NYS Forum, Inc. Ms. Sullivan holds a Bachelor of Arts degree in Business Administration (Accounting) from Siena College.

GERARD ROMSKI, ESQ., Mount Kisco.

Gerard Romski 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. Romski is also of counsel to the New York City law firm of Rich, Intelisano & Katz, LLP. Mr. Romski holds a Bachelor of Arts degree from the New York Institute of Technology and a Juris Doctor degree from Brooklyn Law School.

JANICE McKINNIE, Buffalo.

Janice McKinnie was appointed as a Member of DASNY by the Speaker of the Assembly on June 12, 2020. Ms. McKinnie is the Executive Director of True Community Development Corporation where she has led various housing rehabilitation and development projects and has formed strategic alliances with local and regional community groups to promote affordable housing and economic growth within the area of Buffalo. She is also the owner of Developments By JEM, LLC, a construction and project development consulting firm and a NYS certified M/WBE business. Ms. McKinnie is a graduate of the State University College of Buffalo and holds a Master's degree in organizational leadership from Medaille College.

BETTY A. ROSA, Commissioner of Education of the State of New York, Bronx; ex-officio.

Dr. Betty A. Rosa 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 February 8, 2021. Previously, Dr. Rosa assumed the role of Interim Commissioner of Education and President of the University of the State of New York from August 14, 2020 through February 7, 2021. Dr. Rosa had served as a member of the Board of Regents and as Chancellor thereof from March 2016 through August 2020. She started her career with the NYC Department of Education as a paraprofessional and later served as a teacher, assistant principal, principal in the Bronx and, upon appointment, assumed the responsibilities of Superintendent of Community School District 8 then Senior Superintendent of the Bronx. Dr. Rosa is a nationally recognized education leader who has over 30 years of instructional and administrative experience with an expertise in inclusive education, cooperative teaching models, student achievement and policy implementation. She received a B.A. in psychology from the City College of New York and an Ed. M. and Ed. D. in Administration, Planning and Social Policy from Harvard University as well as two other Master of Science in Education degrees, one in Administration and Supervision and the other in Bilingual Education from the City College of New York and Lehman College respectively.

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.

MARY T. BASSETT, MD, MPH., Commissioner of Health of the State of New York, Albany; ex-officio.

Mary T. Bassett, MD, MPH., was appointed Commissioner of Health on December 1, 2021. She previously served as Director of the François-Xavier Bagnoud (FXB) Center for Health and Human Rights at Harvard University and FXB Professor of the Practice of Health and Human Rights in the department of Social and Behavioral Sciences at the Harvard T.H. Chan School of Public Health. Prior to that, she served as Commissioner of the New York City Department of Health and Mental Hygiene, Director for the Doris Duke Charitable Foundation's African Health Initiative and Child Well-Being Prevention Program; and as Deputy Commissioner of Health Promotion and Disease Prevention at the New York City Department of Health and Mental Hygiene. Early in her career, Dr. Bassett served on the medical faculty at the University of Zimbabwe and went on to serve as Associate Director of Health Equity at the Rockefeller Foundation's Southern Africa Office. After returning to the United States, she served on the faculty of Columbia University, including as Associate Professor of Clinical Epidemiology in the Mailman School of Public Health. Dr. Bassett received a B.A. in History and Science from Harvard University, an M.D. from Columbia University's College of Physicians and Surgeons, and an M.P.H. from the University of Washington.

The principal staff of DASNY are as follows:

REUBEN R. McDANIEL, III is the President and chief executive officer of DASNY, responsible for the overall management of DASNY's administration and operations. Mr. McDaniel possesses more than 30 years of experience in financial services, including public finance, personal wealth management, corporate finance and

private equity. During his career in public finance, he participated in more than \$75 billion in tax-exempt bond issuances throughout the country. He has also managed investment portfolios and business assets for a variety of professionals. He previously served as Chair of the Atlanta Board of Education for Public Schools. Mr. McDaniel holds an undergraduate degree in Economics and Mathematics from the University of North Carolina at Charlotte and a Master of Business Administration from the University of Texas at Austin.

PAUL G. KOOPMAN is the Vice President of DASNY and assists the President in the administration and operation of DASNY. Mr. Koopman joined DASNY in 1995 managing the Accounts Payable and Banking and Investment Units followed by management positions in the Construction Division including Managing Senior Director of Construction where he was the primary relationship manager for some of DASNY's largest clients and provided oversight of DASNY's construction administration functions. Most recently, Mr. Koopman served as Managing Director of Executive Initiatives of DASNY where he worked closely with executive staff on policy development, enterprise risk management, and strategic planning. His career in public service began in 1985 with the NYS Division of the Budget, and then continued as Chief Budget Analyst for the New York State Facilities Development Corporation. A graduate of the Rockefeller College of Public Affairs, he holds a Master of Arts degree in Public Administration with a Public Finance concentration, and a Bachelor of Arts degree in Political Science from the State University of New York, University at Albany.

KIMBERLY A. ELLIS is the Chief Financial Officer and Treasurer of DASNY. As Chief Financial Officer and Treasurer, Ms. Ellis is responsible for supervising DASNY's investment program, general accounting, accounts payable, accounts receivable, financial reporting functions, payroll and information services, as well as the development and implementation of financial policies, financial management systems and internal controls for financial reporting. Prior to her appointment to Chief Financial Officer and Treasurer, Ms. Ellis served in numerous senior positions within the Finance Division of DASNY, including as Deputy Financial Officer and Assistant Director of Investments, where she had direct involvement with the management of DASNY's financial operations, including DASNY's overall investment portfolio and the coordination and development of DASNY's annual operating budget and capital plans. Ms. Ellis holds a Bachelor of Science degree in Accounting from the State University of New York at Buffalo.

R. NADINE FONTAINE is General Counsel to DASNY. Ms. Fontaine is responsible for all legal services including legislation, litigation, contract matters, and the legal aspects of all DASNY financings. Ms. Fontaine is licensed to practice law in the States of New York and Connecticut, as well as the United States District Courts for the Southern District of New York, the Eastern District of New York, and the District of Connecticut. She has over twenty-seven years of combined legal experience in the private and public sector.. Ms. Fontaine most recently served as First Assistant Counsel to the Governor and, prior thereto, served as Assistant Counsel to the Governor for Economic Development, Public Finance & Procurement and Assistant Counsel for Human Services. She holds a Bachelor of Arts degree from the State University of New York at Stony Brook University and a Juris Doctor degree from Pace University School of Law.

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 coordinates policy and operations across all of DASNY's business lines and serves as chief advisor on all DASNY operations. In addition, Ms. Griffin directly manages DASNY's work in communications, marketing, and intergovernmental affairs. She previously served in leadership roles for three New York State governors, managing and overseeing government operations and intergovernmental affairs, as well as serving as chief liaison for the governor's office with federal, state and local elected officials. Ms. Griffin 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.

There is not now pending any litigation against DASNY (i) restraining or enjoining the issuance or delivery of the Series 2022 Bonds nor (ii) challenging the validity of the Series 2022 Bonds or the proceedings and authority under which DASNY will issue the Series 2022 Bonds.

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 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, 2021. Copies of the most recent audited financial statements are available upon request at the offices of DASNY.

PART 10 — LEGALITY OF THE SERIES 2022 BONDS FOR INVESTMENT AND DEPOSIT

Under New York State law, the Series 2022 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 2022 Bonds may be deposited with the State Comptroller to secure deposits of State moneys in banks, trust companies and industrial banks.

PART 11 — NEGOTIABLE INSTRUMENTS

The Series 2022 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 2022 Bonds.

PART 12 — TAX MATTERS

Opinion of Co-Bond Counsel

In the opinion of Barclay Damon LLP, Co-Bond Counsel to DASNY, under existing law, and assuming compliance with certain covenants described herein and the accuracy and completeness of certain representations, certifications of fact and statements of reasonable expectations made by DASNY, the College and others, interest on the Series 2022 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Barclay Damon LLP is further of the opinion that interest on the Series 2022 Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed under the Code. Barclay Damon LLP is also of the opinion that, under existing law, interest on the Series 2022 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).

Barclay Damon LLP expresses no opinion regarding any other federal, state or local tax consequences with respect to the Series 2022 Bonds, except as stated above. The opinion of Barclay Damon LLP speaks as of the issue date and does not contain or provide any opinion or assurance regarding the future activities of DASNY, the College or about the effect of future changes in the Code, the applicable regulations, rulings, judicial decisions, the interpretation thereof or the enforcement thereof by the Internal Revenue Service (“IRS”). In addition, Barclay Damon LLP expresses no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, the exclusion of interest on the Series 2022 Bonds from gross income for federal income tax purposes. See “APPENDIX E — FORMS OF APPROVING OPINIONS OF CO-BOND COUNSEL.”

General

The Code imposes certain ongoing requirements that must be met subsequent to the issuance and delivery of the Series 2022 Bonds in order that interest on the Series 2022 Bonds be and remain excluded from gross income for federal income tax purposes. Included among these requirements are restrictions on the use of proceeds of the Series 2022 Bonds and the facilities financed or refinanced by such proceeds, restrictions on the investment of such proceeds and other amounts, and the rebate of certain earnings in respect of such investments to the United States. DASNY, the College, and others have made certain representations, certifications of fact, and statements of reasonable expectations, and DASNY and the College have given certain ongoing covenants, to comply with applicable requirements of the Code to assure the exclusion of interest on the Series 2022 Bonds from gross income under Section 103 of the Code. The opinion of Barclay Damon LLP assumes continuing compliance with such covenants as well as the accuracy and completeness of such representations, certifications of fact, and statements of reasonable expectations. In addition, Barclay Damon LLP has relied on the opinion of Hawkins Delafield & Wood LLP, special finance counsel to the College, regarding, among other things, all matters concerning the current status of the College as an organization described in Section 501(c)(3) of the Code and the operation of the facilities financed and refinanced by the Series 2022 Bonds as being in furtherance of the College’s exempt purposes.

In the event of the inaccuracy or incompleteness of any such representations, certifications of facts or statements of reasonable expectation, or of the failure by DASNY or the College to comply with any such covenants, including failure of the College to maintain its status as an organization described in Section 501(c)(3) of the Code or to operate the facilities financed and refinanced with the Series 2022 Bonds in a manner that is in furtherance of the College’s exempt purposes, the interest on the Series 2022 Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2022 Bonds, regardless of the date on which the event causing such inclusion occurs. Further, although the interest on the Series 2022 Bonds is excludable from gross income for federal income tax purposes, receipt or accrual of the interest may otherwise affect the tax liability of a Beneficial Owner of a Series 2022 Bond. The tax effect of receipt or accrual of the interest will depend upon the tax status of a Beneficial Owner of a Series 2022 Bond and such Beneficial Owner's other items of income, deduction or credit. Barclay Damon LLP expresses no opinion regarding any other federal tax consequences arising with respect to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2022 Bonds.

Certain Collateral Federal Income Tax Consequences

Prospective purchasers of the Series 2022 Bonds should be aware that ownership of, accrual or receipt of interest on, or disposition of the Series 2022 Bonds may have collateral federal income tax consequences for certain taxpayers, including financial corporations, insurance companies, Subchapter S corporations, certain foreign

corporations, individual recipients of social security or railroad retirement benefits, individuals benefiting from the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry such obligations. Prospective purchasers should consult their own tax advisors as to any possible collateral consequences of their ownership of, accrual or receipt of interest on, or disposition of the Series 2022 Bonds. Barclay Damon LLP expresses no opinion regarding any such collateral federal income tax consequences.

Original Issue Discount

The excess of the principal amount of a maturity of a Series 2022 Bond over the issue price of such maturity of a Series 2022 Bond (a “Discount Bond”) constitutes “original issue discount,” the accrual of which, to the extent properly allocable to the Beneficial Owner thereof, constitutes “original issue discount” which is excluded from gross income for federal income tax purposes to the same extent as interest on such Discount Bond. For this purpose, the issue price of a maturity of Series 2022 Bonds is the first price at which a substantial amount of each such maturity of Series 2022 Bonds is sold to the public. Further, such original issue discount accrues actuarially on a constant yield basis over the term of each Discount Bond and the basis of such Discount Bond acquired at such initial offering price by an initial purchaser of each Discount Bond will be increased by the amount of such accrued discount. Beneficial Owners of Discount Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Discount Bonds.

Bond Premium

The Series 2022 Bonds purchased, whether at original issuance or otherwise, at prices greater than the stated principal amount thereof are “Premium Bonds.” Premium Bonds will be subject to requirements under the Code relating to tax cost reduction associated with the amortization of bond premium and, under certain circumstances, the Beneficial Owner of Premium Bonds may realize taxable gain upon disposition of such Premium Bonds even though sold or redeemed for an amount less than or equal to such owner’s original cost of acquiring Premium Bonds. The amortization requirements may also result in the reduction of the amount of stated interest that a Beneficial Owner of Premium Bonds is treated as having received for federal tax purposes (and an adjustment to basis). Beneficial Owners of Premium Bonds are advised to consult with their own tax advisors with respect to the tax consequences of ownership of Premium Bonds.

Backup Withholding and Information Reporting

Interest paid on tax-exempt obligations is subject to information reporting to the IRS in a manner similar to interest paid on taxable obligations. Interest on the Series 2022 Bonds may be subject to backup withholding if such interest is paid to a registered owner who or which (i) fails to provide certain identifying information (such as the registered owner’s taxpayer identification number) in the manner required by the IRS, or (ii) has been identified by the IRS as being subject to backup withholding. Amounts withheld under the backup withholding rules will be paid to the IRS as federal income tax withheld on behalf of the registered owner of the Series 2022 Bonds and would be allowed as a refund or credit against such owner’s federal income tax liability (or the federal income tax liability of the beneficial owner of the Series 2022 Bonds, if other than the registered owner).

Legislation

Current and future legislative proposals, if enacted into law, administrative actions or court decisions, at either the federal or state level, may cause interest on the Series 2022 Bonds to be subject, directly or indirectly, to federal income taxation or to be subjected to state income taxation, or otherwise have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Series 2022 Bonds for federal or state income tax purposes. The introduction or enactment of any such legislative proposals, administrative actions or court decisions may also affect, perhaps significantly, the value or marketability of the Series 2022 Bonds. 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 Beneficial Owners of the Series 2022 Bonds may occur. Prospective purchasers of the Series 2022 Bonds should consult their own advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, and regarding the impact of future legislation, regulations or litigation, as to which Barclay Damon LLP expresses no opinion. The opinion of Barclay Damon LLP is based on current legal authority, covers certain matters not directly addressed by such authority and represents the judgment of Barclay Damon LLP as to the proper treatment of the Series 2022 Bonds for federal income tax purposes. It is not binding on the IRS or the courts.

Post Issuance Events

Barclay Damon LLP's engagement with respect to the Series 2022 Bonds ends with the issuance of the Series 2022 Bonds and, unless separately engaged, Barclay Damon LLP is not obligated to defend DASNY, the College or the Beneficial Owners regarding the tax-exempt status of interest on the Series 2022 Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than DASNY and its appointed counsel, including the College and the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which DASNY legitimately disagrees may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2022 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2022 Bonds, and may cause DASNY, the College, or the Beneficial Owners to incur significant expense.

Prospective purchasers of the Series 2022 Bonds should consult their own tax advisors regarding the foregoing matters.

PART 13 — STATE NOT LIABLE ON THE SERIES 2022 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 2022 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 2022 Bonds by DASNY are subject to the approval of Barclay Damon LLP, Albany, New York, and Law Offices of Barry D. Lites LLP, Huntington, New York, Co-Bond Counsel, whose approving opinions will be delivered with the Series 2022 Bonds. The proposed forms of the respective opinions of Co-Bond Counsel are set forth in "APPENDIX E — FORMS OF APPROVING OPINIONS OF CO-BOND COUNSEL".

Certain legal matters will be passed upon for the College by its special finance counsel, Hawkins Delafield & Wood LLP, New York, New York. Certain legal matters will be passed upon for the Underwriter by its counsel, Katten Muchin Rosenman LLP, New York, New York.

PART 16 — UNDERWRITING

Morgan Stanley & Co. LLC, as Underwriter, has agreed, subject to certain conditions, to purchase the Series 2022 Bonds from DASNY at a purchase price of \$115,980,397.03 (representing the principal amount of the Series 2022 Bonds plus original issue premium of \$6,573,065.35 and less an underwriting discount of \$592,668.32). The Underwriter will be obligated to purchase all such Series 2022 Bonds if any are purchased.

The Series 2022 Bonds are being offered for sale to the public at the prices shown on the inside cover page hereof. The Underwriter reserves the right to lower such initial offering prices as it deems necessary in connection with the marketing of the Series 2022 Bonds. The Underwriter may offer and sell the Series 2022 Bonds to certain dealers (including dealers depositing the Series 2022 Bonds into investment trusts) and others at prices lower than the initial public offering price or prices set forth in this Official Statement. The Underwriter reserves the right to join with dealers and other underwriters in offering the Series 2022 Bonds to the public. The obligation of the Underwriter to accept delivery of the Series 2022 Bonds is subject to the terms and conditions set forth in the Bond Purchase Agreement, the approval of legal matters by counsel and other conditions. The Underwriter may over-allot

or effect transactions which stabilize or maintain the market price of the Series 2022 Bonds at levels above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriter has entered into a retail distribution arrangement with its affiliate Morgan Stanley Smith Barney LLC. As part of the distribution arrangement, the Underwriter may distribute municipal securities to retail investors through the financial advisor network of Morgan Stanley Smith Barney LLC. As part of this arrangement, the Underwriter may compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Series 2022 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 services. The Underwriter and certain of its affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for DASNY, for which they received or will receive customary fees and expenses.

In the ordinary course of its 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, which may include credit default swaps) and financial instruments (including bank loans) for its own account and for the accounts of its 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.

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 — 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 College will enter into a written agreement (the “Continuing Disclosure Agreement”) for the benefit of the Holders of the Series 2022 Bonds with Digital Assurance Certification LLC (“DAC”), as disclosure dissemination agent and the Trustee. The proposed form of Continuing Disclosure Agreement is attached as “APPENDIX F — FORM OF AGREEMENT TO PROVIDE CONTINUING DISCLOSURE”.

The College has not failed in the past five years to comply in any material respect with any prior undertaking pursuant to the Rule 15c2-12.

PART 18 — RATINGS

Fitch Ratings, Inc. (“Fitch”) has assigned a rating of “BBB-” (stable outlook) to the Series 2022 Bonds. Such rating reflect only the views of Fitch and any desired explanation of the significance of such rating and outlook should be obtained from Fitch at the following addresses: 33 Whitehall Street, New York, New York 10004. There is no assurance that such rating will prevail for any given period of time or that it will not be revised downward or withdrawn entirely by Fitch if, in the judgment of Fitch, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Series 2022 Bonds.

PART 19 — VERIFICATION OF MATHEMATICAL COMPUTATIONS

Robert Thomas CPA, LLC (the “Verification Agent”) will deliver to DASNY and Build NYC Resource Corporation its report indicating that it has examined, in accordance with standards established by the American Institute of Certified Public Accountants, the information and assertions provided by the Underwriter and its representatives. Included in the scope of its examination will be a verification of the mathematical accuracy of the mathematical computations of the adequacy of the cash, the maturing principal amounts and the interest on the Defeasance Obligations deposited with the Series 2012 Bonds Trustee under the Series 2012 Letter of Instructions to pay the Series 2012 Bonds Debt Service when due, as described in “PART 5 — THE PLAN OF REFUNDING – Series 2012 Bonds.” The Verification Agent will express no opinion on the reasonableness of the assumptions provided to them, the likelihood that the principal of and interest on the Series 2022 Bonds will be paid as described in the schedules provided to them, or the exclusions of the interest on the Series 2022 Bonds from gross income for federal income tax purposes.

PART 20 — FINANCIAL ADVISOR

The Yuba Group LLC, also known as Yuba Group Advisors, is serving as financial advisor to the College (the “Financial Advisor”) in connection with the issuance of the Series 2022 Bonds. The Financial Advisor is not obligated to undertake, and has not undertaken, either to make an independent verification of, or to assume responsibility for, the accuracy, completeness, or fairness of the information contained in the Official Statement and the Appendices hereto. The Financial Advisor is a financial advisory and consulting organization, and is not engaged in the business of underwriting, marketing or trading municipal securities or any other negotiable instruments. Payment of the Financial Advisor’s fee for services rendered with respect to the sale of the Series 2022 Bonds is contingent upon the issuance and delivery of the Series 2022 Bonds.

PART 21 — MISCELLANEOUS

Reference in this Official Statement to the Act, the Resolutions, the Loan Agreement, the Security Agreement and the Assignments do not purport to be complete. Refer to the Act, the Resolutions, the Loan Agreement, the Security Agreement and the Assignments for full and complete details of their provisions. Copies of the Resolutions, the Loan Agreement, the Security Agreement and the Assignments will be on file with the Trustee.

The agreements of DASNY with Holders of the Series 2022 Bonds are fully set forth in the Resolutions. Neither any advertisement of the Series 2022 Bonds nor this Official Statement is to be construed as a contract with purchasers of the Series 2022 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 set forth herein relating to DASNY under the heading “PART 9 — DASNY” has been obtained from DASNY. All other information herein has been obtained by the Underwriter from the College and other sources deemed to be reliable by the Underwriter, and is not to be construed as a representation by DASNY or the Underwriter. In addition, DASNY does not warrant the accuracy of the statements contained herein relating to the College nor does it directly or indirectly guarantee, endorse or warrant (1) the creditworthiness or credit standing of the College, (2) the sufficiency of security for the Series 2022 Bonds or (3) the value or investment quality of the Series 2022 Bonds.

The information regarding DTC and DTC’s book-entry only system has been furnished by DTC.

“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 — FORMS OF APPROVING OPINIONS OF CO-BOND COUNSEL” have been prepared by Barclay Damon LLP, Albany, New York, and Law Offices of Barry D. Lites LLP, Huntington, New York, Co-Bond Counsel.

“APPENDIX B — AUDITED FINANCIAL STATEMENTS OF WAGNER COLLEGE FOR THE YEARS ENDED AUGUST 31, 2021 AND AUGUST 31, 2020 WITH INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS’ REPORT THEREON” contains the financial statements of the College as of and for the years ended August 31, 2021 and 2020, which have been audited by Grant Thornton LLP, independent certified public accountants, as stated in their report appearing therein.

“APPENDIX F – FORM OF AGREEMENT TO PROVIDE CONTINUING DISCLOSURE” has been prepared by Katten Muchin Rosenman LLP, LLP, New York, New York, counsel to the Underwriter.

The College has reviewed the parts of this Official Statement describing the College, Bondholders’ Risks, the covenants of the College, the principal and interest requirements, the 2022 Project, the plan of refunding, the estimated sources and uses of funds and “APPENDIX B — AUDITED FINANCIAL STATEMENTS OF WAGNER COLLEGE FOR THE YEARS ENDED AUGUST 31, 2021 AND AUGUST 31, 2020 WITH INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS’ REPORT THEREON”. The College, as a condition to issuance of the Series 2022 Bonds, is required to certify that as of the date of this Official Statement, such parts do not contain any untrue statement of a material fact and do not omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which the statements are made, not misleading.

The College has agreed to indemnify 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/ Reuben R. McDaniel, III
Authorized Officer

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CERTAIN DEFINITIONS

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CERTAIN DEFINITIONS

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

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 Consolidation Act, being Title 4-B of Article 8 of the Public Authorities Law of the State.

Additional Bonds, as used in the Loan Agreement, means one or more Series of additional bonds issued, executed, authenticated and delivered under the Resolution.

Additional Indebtedness means indebtedness of the Institution for borrowed money issued following the issuance of the Bonds. Additional Indebtedness shall not include payments in respect of equipment or other assets under any installment sale agreement, capital lease or similar arrangement.

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

Authorized Officer means in the case of the Issuer, Institution or Trustee, as the case may be, when used with reference to any act or document referenced under the Resolution, any person authorized by a resolution of the party's governing board, the by-laws of the applicable party or any other corporate documentation to perform such act or execute such document.

Balloon Indebtedness means Long-Term Indebtedness that is part of an issue of Indebtedness twenty-five percent (25%) or more of which has its date of maturity within the same twelve (12) month period.

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

Bond Counsel means Barclay Damon LLP, or an attorney or other law firm or firms appointed by the Issuer, having a national reputation in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds.

Bond Year means, unless otherwise provided in a Series Resolution or a Certificate of Determination 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.

Certificate of Determination means a certificate of an Authorized Officer of the Issuer 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 as such certificate may be amended or supplemented from time to time.

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

Collateral means: (i) Gross Receipts, and (ii) any Shared Collateral.

Collateral Security means a security interest in or pledge of any personal property, tangible or intangible, or mortgage on any real property or interest therein, given or made by the Institution to secure the Institution'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.

Consultant means an individual or entity, who shall be independent with respect to compliance with the Loan Agreement, appointed by the Institution, generally recognized as qualified to pass upon the matters under consideration and having a favorable reputation for skill and experience in such matters.

Core Campus means such portions of the Institution's campus located on Staten Island and known generally as One Campus Road as, individually or together, are necessary for the Institution to operate as an institution of higher education, as depicted in a schedule to the Loan Agreement with respect to the Series 2022 Bonds.

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

Cost or Costs of the Project means when used in relation to a Project, the costs and expenses 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 Institution 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 Institution or the Issuer for advances made by them for any of the above items or for other costs incurred and for work done by them in connection with the Project (including interest on money borrowed from parties other than the Institution), (viii) interest on the Bonds, bonds, notes or other obligations of the Issuer issued to finance or refinance 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 Issuer incurred in connection with the Project or pursuant to the Resolution or to a Loan Agreement, a Credit Facility 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 Institution has entered into a Hedge Agreement.

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

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

(ii) an insurance company or association chartered or organized under the laws of any state of the United States of America;

(iii) the Government National Mortgage Association or any successor thereto;

(iv) the Federal National Mortgage Association or any successor thereto; or

(v) any other federal agency or instrumentality set forth in the Series Resolution authorizing the Series of Bonds.

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

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 Coverage Ratio means (i) the sum of (A) Net Revenues Available for Debt Service plus (B) all funds of the Institution which are legally available to be used for the payment of the Debt Service Requirement for a Fiscal Year, divided by (ii) the Debt Service Requirement for such Fiscal Year (taking into account any interest rate protection agreements), all determined in accordance with generally accepted accounting principles, applied on a consistent basis, except as otherwise provided in the Loan Agreement.

Debt Service Requirement means, with reference to a specified period, the amounts payable with respect to principal of any and all Long-Term Indebtedness (including scheduled mandatory redemptions of principal) and the interest on such Long-Term Indebtedness, excluding interest funded from the proceeds thereof and interest on any Long-Term Indebtedness to be redeemed during such period that would accrue after such redemption, provided that the Debt Service Requirement in any Fiscal Year on Variable Rate Indebtedness and Balloon Indebtedness shall be determined in accordance with the following provisions:

(i) Variable Rate Indebtedness. With respect to Indebtedness which is Variable Rate Indebtedness, the interest on such Indebtedness shall be calculated at the rate which is equal to the average of the actual interest rates which were in effect (weighted according to the length of the period during which each such interest rate was in effect) for the most recent twelve-month period immediately preceding the date of calculation for which such information is available (or shorter period if such information is not available for a twelve-month period), except that (i) with respect to new Variable Rate Indebtedness (and the incurrence thereof) the interest on which is not includable in gross income of the holders thereof for Federal income tax purposes, the interest rate for such Indebtedness shall be, for the first twelve-month period, deemed to be equal to the average of the actual rates for the most recent twelve month period of the Securities Industry and Financial Markets Association Municipal Swap Index or similar such index, and (ii) with respect to new Variable Rate Indebtedness (and the incurrence thereof) the interest on which is includable in gross income of the holders thereof for Federal income tax purposes, the interest rate for such Indebtedness shall be, for the first twelve-month period, deemed to be equal to the average of the actual rates for the most recent twelve month period of one-month Secured Overnight Financing Rate (SOFR) or similar such index.

(ii) Balloon Indebtedness. For the purposes of determining the Debt Service Requirement in any Fiscal Year on Balloon Indebtedness, such Indebtedness shall be assumed to amortize on a level debt service basis over a period of 20 years or the remaining term of the Indebtedness, whichever is less, unless a binding commitment to refinance such Indebtedness upon (or prior to) maturity has been provided by a financial institution rated at least “A2” by Moody’s or “A” from S&P, in which case such Indebtedness shall be assumed to mature in accordance with the terms of such binding commitment.

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 Issuer 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. With respect to the Series 2022 Bonds, the Debt Service Reserve Requirement means \$7,104,250.

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 (a) 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, (b) 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 (a) above, (c) 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 (a) above, and (d) is rated by at least two Rating Services in the highest rating category for such Exempt Obligation; and

(iv) any other investments as provided in the applicable Series Resolution.

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.

Depository or DTC 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 Certificate of Determination relating to a Series of Bonds to serve as securities depository for the Bonds of such Series (or any successor thereto appointed pursuant to the Resolution).

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 Issuer 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.

Electronic Means means the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services under the Resolution.

EMMA means the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board or any successor repository for municipal securities disclosures.

Exempt Obligation means:

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

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

(iii) a share or interest in a mutual fund, partnership or other fund 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.

Extraordinary Services and Extraordinary Expenses means all services rendered and all fees and expenses incurred by or due to the Trustee or any paying agent under the Resolution other than Ordinary Services and Ordinary Expenses, including reasonable fees and disbursements of Trustee’s counsel.

Favorable Opinion of Bond Counsel means, with respect to any action the occurrence of which requires such an opinion, an unqualified opinion of Bond Counsel to the effect that such action is permitted under the Act and the Resolution and, with respect to any action relating to the Bonds, will not impair the exclusion of interest on the Bonds from gross income for purposes of federal income taxation.

Federal Agency Obligation means:

(i) an obligation issued by any federal agency or instrumentality which, at the time an investment therein is made or such obligation is deposited in any fund or account under the Resolution, is rated, without regard to qualification of such rating by symbols such as “+” or “-” and numerical notation, no lower than the second highest rating category for such obligation by at least two Rating Services;

(ii) an obligation the principal of and interest on which are fully insured or guaranteed as to payment by a federal agency which, at the time an investment therein is made or such obligation is deposited in any fund or account under the Resolution, is rated, without regard to qualification of such rating by symbols such as “+” or “-” and numerical notation, no lower than the second highest rating category for such obligation by at least two Rating Services;

(iii) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in clauses (i) or (ii) above;

(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; and

(v) any other obligation issued by any federal agency or instrumentality permitted under the Issuer’s investment guidelines that is approved in writing by both the Issuer and the Institution.

Fiscal Year means the period from September 1 of any calendar year through August 31 of the following calendar year or such other 12 month period as the Institution may from time to time adopt for accounting and financial reporting purposes.

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 hereafter created, and having or asserting jurisdiction over the Project or any part thereof, including without limitation, those relating to environmental matters.

Gross Receipts means all receipts, revenues, income and other moneys received by or on behalf of the Institution, including, without limitation, tuition, fees, contributions, donations and pledges whether in the form of cash, securities or other personal property, revenues derived from the operation of the facilities of the Institution, and all rights to receive the same, whether in the form of accounts receivable, contract rights, chattel paper, payment intangibles, instruments or other rights, and the proceeds thereof, and any insurance thereon, whether now existing or hereafter coming into existence and whether now owned or held or hereafter acquired by the Institution; provided, however, that gifts, grants bequests, donations and contributions heretofore or hereafter made, designated at the time of making thereof by the donor or maker as being for certain specific purposes inconsistent with the payment of debt service, and the income derived therefrom, to the extent required by virtue of such designation, shall be excluded from Gross Receipts.

Hedge Agreement means any financial arrangement entered into by the Institution with a Counterparty that is or in the nature of an interest rate exchange agreement, an interest rate cap or collar or other exchange or rate protection transaction, in each case executed for the purpose of moderating interest rate fluctuations, reducing interest cost or

creating with respect to any Variable Interest Rate Bond the economic or financial equivalent of a fixed rate of interest on such Bond.

Indebtedness means Long-Term Indebtedness or Short-Term Indebtedness.

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

Intercreditor Agreement (1) as used in the Resolution means an agreement by and among, inter alia, the Issuer, the Trustee, providers of Credit Facilities, if any, and any other applicable lenders, as creditors of the Institution, 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 and (2) as used in the Loan Agreement with respect to the Series 2022 Bonds means such agreement, if any, as may thereafter be entered into pursuant to the further encumbrances section or the additional indebtedness section of the Loan Agreement, by and among the Issuer, the Trustee and the other beneficiaries of any Shared Collateral, pertaining to the application of Shared Collateral, as the same may be amended, modified or supplemented from time to time.

Interim Indebtedness means Indebtedness on which no principal is payable until maturity (such as a construction loan or other “balloon” or temporary loan).

Institution Documents means the Loan Agreement, bond purchase agreement, Continuing Disclosure Agreement and Tax Certificate.

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

Issuer 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 Issuer.

Liens means any mortgage, pledge, lien, charge, security interest or lease in the nature thereof (including any conditional sale agreement, equipment trust agreement or other title retention agreement) or other encumbrance of whatsoever nature that would have a material adverse effect on the ability of the Issuer to enforce its right and remedies under the Loan Agreement, any other Institution Document or any Security Agreement.

Liquidity Facility means a letter of credit, a surety bond, 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 Certificate of Determination relating to such Bonds.

Loan Agreement means, when used in connection with a Series of Bonds or the funds and accounts established in connection with a Series of Bonds, the Loan Agreement by and between the Issuer and the Institution entered into in connection with the issuance of such Series of Bonds, as the same from time to time shall have been amended, supplemented or otherwise modified as permitted by the Resolution and by such Loan Agreement.

Loan Repayments means the scheduled payments of principal of and interest on the loan to be paid by the Institution pursuant to the Loan Agreement.

Long-Term Indebtedness means indebtedness of the Institution for borrowed money with a maturity of greater than twelve months.

Maximum Annual Debt Service means as of any date of calculation, the highest Debt Service Requirement for any succeeding Fiscal Year.

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 Certificate of Determination 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 Certificate of Determination relating to such Bonds as the minimum rate at which such Bond may bear interest at any time.

Mortgage means such mortgage or mortgages, if any, as the Institution may hereafter grant that encumber the Core Campus.

Net Revenues Available For Debt Service shall mean, with respect to the Institution, as to any period of time, net operating income, or excess of operating revenue over operating expenses (including investment income, gifts and bequests, but excluding donor restricted funds and the income and other proceeds thereon to the extent restricted by the donor thereof to other than operating expenses) before depreciation, amortization and interest, as determined in accordance with generally accepted accounting principles consistently applied; provided, that no determination thereof shall take into account (i) any gain or loss resulting from either the extinguishment of Indebtedness or the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) the net proceeds of insurance (other than business interruption insurance) and condemnation awards, (iii) any non-reoccurring accounting changes, (iv) unrealized gains or losses from investment (notwithstanding generally accepted accounting principles), or (v) any other non-operating or non-cash expenses.

Non-Recourse Indebtedness means indebtedness of the Institution payable from specified revenue sources and not a general obligation of the Institution.

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 Issuer prior to the stated maturity thereof or for purchase by the Issuer 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 Certificate of Determination related to such Bonds.

Ordinary Services and Ordinary Expenses means those services normally rendered and those fees and expenses normally incurred by or due to the Trustee or paying agent, as the case may be, under the Resolution, including reasonable fees and disbursements of counsel for the Trustee.

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

- (i) any Bond canceled by the Trustee at or before such date;
- (ii) any Bond deemed to have been paid in accordance with the defeasance provisions of 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 Certificate of Determination 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 Certificate of Determination relating to such Bond.

Parity Indebtedness means any indebtedness for borrowed money issued, incurred, assumed or guaranteed by the Institution 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 Institution'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) 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
- (iv) any other obligations or securities permitted under the Issuer's investment guidelines and approved in writing by both the Institution and the Issuer.

Permitted Disposition means any transfer, sale or conveyance of any portion of the Institution's property that (a) is not part of the Core Campus, or (b) the effect of which will not materially adversely affect the Institution's operation as an institution of higher education or its ability to comply with the Loan Agreement.

Permitted Encumbrances shall mean:

- (i) any Institution Document or Issuer Document;
- (ii) liens for real estate taxes, assessments, levies and other governmental charges, the payment of which is not yet due and payable or that are being contested in accordance with the Loan Agreement;
- (iii) any mechanic's, workmen's, repairmen's, materialmen's, contractors', warehousemen's, carriers', suppliers' or vendors' lien, security interest, encumbrance or charge or right in respect thereof placed on or with respect to the Project or the Core Campus or any part thereof (A) that does not exceed \$1,000,000 in the aggregate, (B) for which payment is not yet due and payable, or (C) payment is being disputed in accordance with the Loan Agreement;
- (iv) utility, access and other easements, rights of way and restrictions that will not materially interfere with or impair the Institution's use and enjoyment of the Core Campus and the Project, provided that as to any such matter an authorized representative of the Institution so certifies to the Issuer and the Trustee if requested;
- (v) such minor defects, irregularities, encumbrances, easements, rights of way and clouds on title as normally exist with respect to property similar in character to the Project or the Core Campus and as do not either singly or in the aggregate, materially impair the property affected thereby for the purpose for which it was acquired or purport to impose liabilities or obligations on the Issuer, provided that as to any such matter an authorized representative of the Institution so certifies to the Issuer and the Trustee if requested;
- (vi) any matters now or hereafter of record that do not materially adversely affect the operation of the Project or the Core Campus;
- (vii) liens arising by reason of good faith deposits with the Institution in connection with the tenders, leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by the Institution to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges;
- (viii) any lien arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose at any time as required by law or governmental regulation as a condition to the transaction of any business or the exercise of any privilege or license, or to enable the Institution to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workmen's compensation, unemployment insurance, old age pensions or other social security, or to share in the privileges or benefits required for companies participating in such arrangements;
- (ix) any judgment lien against the Institution which does not otherwise result in an Event of Default;
- (x) any purchase money security interest in movable personal property, including equipment leases and financing;
- (xi) liens on property due to rights of governmental entities or third party payors for recoupment of excess reimbursement paid;
- (xii) a lien, restrictive declaration or performance mortgage with respect to the operation of the Project or the Core Campus arising by reason of a grant or other funding received by the Institution from the City of New York, New York State, the United States, or any governmental agency or instrumentality;
- (xiii) any lien, security interest, encumbrances or charge which exists in favor of the Trustee or to which the Trustee shall consent in writing;
- (xiv) any lease, license or other agreement granted for the siting and operation of telecommunications or similar equipment, for utility or similar infrastructure or services or otherwise granted in furtherance of the educational mission of the Institution or public safety or for any other use that will not have a material adverse effect on the Project or the Core Campus, but only to the extent that the foregoing does not impact the tax-exempt status of the Bonds;

(xv) any short term lease, license or other use or occupancy agreement that does not have a material adverse effect on the Project or the Core Campus, but only to the extent that the foregoing does not impact the tax-exempt status of the Bonds;

(xvi) liens securing any transactions hereafter permitted under the Loan Agreement.

Permitted Investments means any of the following:

- (i) Government Obligations;
- (ii) Federal Agency Obligations;
- (iii) Exempt Obligations;
- (iv) uncollateralized demand deposits, including interest bearing money market accounts, time deposits, overnight bank deposits and other interest bearing deposits, and 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 demand deposits, including interest bearing money market accounts, time deposits, overnight bank deposits and other interest bearing deposits, and 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 longer 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;
- (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; and
- (x) any other investment permitted under the Issuer's investment guidelines that is approved in writing by both the Issuer and the Institution.

Project means the project referenced in a Loan Agreement and authorized to be financed or refinanced under 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 Certificate of Determination relating to such Bonds.

Provider Payments means the amount, certified by a Reserve Facility Provider or provider of a Credit Facility, as the case may be, to the Trustee, payable to such Reserve Facility Provider or provider of a Credit Facility, as the case may be, by the Institution on account of amounts advanced by it under a Reserve Fund Facility, Liquidity Facility or Credit Facility, as the case may be, including interest on amounts advanced and fees and charges with respect thereto.

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

- (i) a securities dealer, the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation, and (a) that is on the Federal Reserve Bank of New York list of primary

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

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

(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 Issuer; 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 Moody's Investors Service, Inc., S&P Global Rating Services, Fitch, Inc. and any other nationally recognized statistical rating organization or their respective successors and assigns.

Record Date means, unless the Series Resolution or the Certificate of Determination relating thereto provides otherwise, 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 Certificate of Determination.

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.

Refunding Indebtedness means any Long-Term Indebtedness incurred by the Institution to refund or replace, in whole or in part, any then-existing Long-Term Indebtedness.

Reserve Facility Provider means the issuer of a Reserve Fund Facility delivered to the Trustee pursuant to the Resolution or in accordance with a Supplemental Resolution or any applicable Series Resolution.

Reserve Fund Facility means a surety bond, insurance policy or letter of credit which constitutes any part of any Debt Service Reserve Fund Requirement authorized to be delivered to the Trustee pursuant to the Resolution.

Resolution means the Wagner College Revenue Bond Resolution, adopted by the Issuer on January 5, 2022, as from time to time amended or supplemented by Supplemental Resolutions or Series Resolutions in accordance with the terms and provisions of the Resolution.

Restricted Gift means any gift, grant or bequest of money or other property to or for the benefit of the Institution, the use of which has been restricted by the donor or the grantor 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 Issuer 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 any of the following: (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 provider of a Credit Facility or a Liquidity Facility; 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 Collateral Security.

Securities means (i) moneys, (ii) Government Obligations, (iii) Exempt Obligations, (iv) any bond, debenture, note, preferred stock or other similar obligation of any corporation incorporated in the United States, which security, at the time an investment therein is made or such security is deposited in any fund or account under the Resolution, is rated, without regard to qualification of such rating by symbols such as “+” or “-” or numerical notation, “Aa” or better by Moody’s or “AA” or better by S&P or is rated with a comparable rating by any other nationally recognized rating service acceptable to an Authorized Officer of the Issuer and (v) common stock of any corporation incorporated in the United States of America whose senior debt, if any, at the time an investment in its stock is made or its stock is deposited in any fund or account established under the Resolution, is rated, without regard to qualification of such rating by symbols such as “+” or “-” or numerical notation, “Aa” or better by Moody’s or “AA” or better by S&P or is rated with a comparable rating by any other nationally recognized rating service acceptable to an Authorized Officer of the Issuer and the providers of a Credit Facility.

Security Agreement means any agreement executed and delivered by the Institution for the purpose of granting a security interest in Collateral as security for the Institution’s obligations under the Loan Agreement with respect to the Series 2022 Bonds.

Serial Bonds means the Bonds so designated in a Series Resolution or a Certificate of Determination.

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 the Certificate of Determination relating thereto, 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 Resolution means a resolution of the Issuer authorizing the issuance of a Series of Bonds adopted by the Issuer pursuant to the Resolution.

Series 2022 Bonds means the Issuer’s Wagner College Revenue Bonds, Series 2022.

Series 2022 Resolution means the Series Resolution 2022-1 Authorizing Up To \$110,000,000 Wagner College Revenue Bonds, adopted by the Issuer on January 5, 2022.

Shared Collateral means the lien on any Collateral Security securing the Institution’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 Institution’s obligations under one or more other Loan Agreements or on Parity Indebtedness.

Short-Term Indebtedness means indebtedness of the Institution for borrowed money with a maturity of twelve months or less.

Sinking Fund Installment means, as of any date of calculation, when used with respect to any Bonds of a Series, 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 Certificate of Determination relating thereto to be paid on a single future July 1 (or such other date as provided in a Series Resolution or a Certificate of Determination 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 Issuer 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.

State means the State of New York.

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

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

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 Certificate of Determination and payable from Sinking Fund Installments.

Trustee means the bank or trust company appointed as Trustee and paying agent 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.

Unassigned Rights means the rights of the Issuer to (a) execute and deliver supplements and amendments to the Resolution and the Loan Agreement, pursuant to the Resolution, (b) be held harmless and indemnified pursuant to the Loan Agreement, (c) receive any funds for its own use, whether as administration fees, indemnification, or otherwise under the Loan Agreement, (d) receive notices, Favorable Opinions of Bond Counsel and other documents as required under the Loan Agreement to be delivered to the Issuer; (e) require the Institution to take actions necessary to comply with the Loan Agreement; and (f) enforce any of the foregoing pursuant to the Loan Agreement.

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 Certificate of Determination 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 Certificate of Determination;

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 Certificate of Determination relating thereto, and that Series Resolution or Certificate of Determination 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.

Variable Rate Indebtedness means Long-Term Indebtedness for which the rate on interest payable may vary from time to time in accordance with the terms of such Indebtedness (without reference to default interest or any similar provisions for changes to the applicable interest rate).

Verification Report means, when used in connection with any Bonds for the payment of which Defeasance Securities 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.

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**AUDITED FINANCIAL STATEMENTS OF WAGNER COLLEGE FOR THE YEARS ENDED AUGUST
31, 2021 AND AUGUST 31, 2020 WITH INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS'
REPORT THEREON**

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Financial Statements Together with
Report of Independent Certified Public
Accountants

Wagner College

August 31, 2021 and 2020

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Trustees of
Wagner College

We have audited the accompanying financial statements of Wagner College (the "College"), which comprise the balance sheets as of August 31, 2021 and 2020, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's responsibility for the financial statements

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

Auditor's responsibility

Our responsibility is to express an opinion on these 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the College's preparation and fair presentation of the 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 College'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 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 financial statements referred to above present fairly, in all material respects, the financial position of Wagner College as of August 31, 2021 and 2020, and the change in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

New York, New York
December 23, 2021

Wagner College

BALANCE SHEETS

August 31,

	2021	2020
ASSETS		
Cash and cash equivalents	\$ 29,154,989	\$ 30,762,097
Accounts receivable, less allowance for doubtful accounts of \$500,000 and \$600,000 as of August 31, 2021 and 2020, respectively	4,111,212	5,137,870
Inventory and prepaid expenses	1,328,700	1,102,867
Contributions receivable, net	315,597	813,249
Loans receivable, net	1,780,912	1,937,420
Investments	118,093,945	99,234,360
Amounts held by bond trustees	4,462,619	4,417,168
Right of use assets for operating leases	489,556	-
Property, plant, and equipment, net	63,578,351	64,656,229
Total assets	\$ 223,315,881	\$ 208,061,260
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	\$ 3,487,825	\$ 3,732,109
Deferred revenue	17,468,651	16,268,244
Student deposits	125,430	232,759
Amounts held for others	197,315	201,281
Postretirement benefit obligation	35,116	44,584
Lease liability - operating leases	489,556	-
Lease liability - financing leases	1,685,760	1,924,651
Conditional asset retirement obligations	3,361,184	3,152,715
Refundable federal grants	1,985,156	2,543,024
Long-term debt, net	48,783,100	52,771,666
Total liabilities	77,619,093	80,871,033
Commitments and contingencies		
Net assets		
Without donor restrictions	36,984,009	33,518,013
With donor restrictions	108,712,779	93,672,214
Total net assets	145,696,788	127,190,227
Total liabilities and net assets	\$ 223,315,881	\$ 208,061,260

The accompanying notes are an integral part of these financial statements.

Wagner College

STATEMENT OF ACTIVITIES

Year ended August 31, 2021

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Operating activities			
Revenue and support			
Student revenues, net	\$ 57,432,354	\$ -	\$ 57,432,354
New York State appropriations	142,767	-	142,767
Contributions	1,137,068	-	1,137,068
Contributions restricted to programs	-	824,159	824,159
Government grants and contracts	2,579,886	-	2,579,886
Endowment return used in operations	1,745,095	2,656,780	4,401,875
Other	474,133	-	474,133
Net assets released from restrictions	3,996,827	(3,996,827)	-
	<u>67,508,130</u>	<u>(515,888)</u>	<u>66,992,242</u>
Expenses			
Instruction	20,401,636	-	20,401,636
Academic support	3,438,711	-	3,438,711
Student services	17,359,120	-	17,359,120
Institutional support	14,323,869	-	14,323,869
Auxiliary enterprises	11,450,450	-	11,450,450
	<u>66,973,786</u>	<u>-</u>	<u>66,973,786</u>
Total expenses			
	<u>66,973,786</u>	<u>-</u>	<u>66,973,786</u>
Changes in net assets from operating activities	534,344	(515,888)	18,456
Nonoperating activities			
Contributions restricted to endowment	-	6,377,192	6,377,192
Investment gains, net of endowment return used in operations	2,931,652	9,179,261	12,110,913
	<u>2,931,652</u>	<u>9,179,261</u>	<u>12,110,913</u>
CHANGES IN NET ASSETS	3,465,996	15,040,565	18,506,561
Net assets, beginning of year	<u>33,518,013</u>	<u>93,672,214</u>	<u>127,190,227</u>
Net assets, end of year	<u>\$ 36,984,009</u>	<u>\$ 108,712,779</u>	<u>\$ 145,696,788</u>

The accompanying notes are an integral part of this financial statement.

Wagner College

STATEMENT OF ACTIVITIES

Year ended August 31, 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Operating activities			
Revenue and support			
Student revenues, net	\$ 63,040,882	\$ -	\$ 63,040,882
New York State appropriations	158,437	-	158,437
Contributions	2,481,483	-	2,481,483
Contributions restricted to programs	-	1,823,682	1,823,682
Government grants and contracts	1,959,803	-	1,959,803
Endowment return used in operations	1,794,274	2,586,727	4,381,001
Other	1,660,140	-	1,660,140
Net assets released from restrictions	3,019,856	(3,019,856)	-
Total operating revenue and support	<u>74,114,875</u>	<u>1,390,553</u>	<u>75,505,428</u>
Expenses			
Instruction	21,805,984	-	21,805,984
Academic support	3,970,102	-	3,970,102
Student services	18,692,481	-	18,692,481
Institutional support	12,460,650	-	12,460,650
Auxiliary enterprises	11,480,994	-	11,480,994
Total expenses	<u>68,410,211</u>	<u>-</u>	<u>68,410,211</u>
Changes in net assets from operating activities	5,704,664	1,390,553	7,095,217
Nonoperating activities			
Contributions restricted to endowment	-	1,091,089	1,091,089
Investment gains, net of endowment return used in operations	781,129	2,990,764	3,771,893
CHANGES IN NET ASSETS	6,485,793	5,472,406	11,958,199
Net assets, beginning of year	<u>27,032,220</u>	<u>88,199,808</u>	<u>115,232,028</u>
Net assets, end of year	<u>\$ 33,518,013</u>	<u>\$ 93,672,214</u>	<u>\$ 127,190,227</u>

The accompanying notes are an integral part of this financial statement.

Wagner College

STATEMENTS OF CASH FLOWS

Years ended August 31,

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Changes in net assets	\$ 18,506,561	\$ 11,958,199
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Depreciation	4,087,406	4,089,496
Change in right-of-use assets for operating leases	26,632	-
Accretion of interest on conditional asset retirement obligations	208,469	195,741
Amortization of bond issuance costs	160,799	160,798
Amortization of bond premium	(77,215)	(77,216)
Amortization of loan discounts	120,869	120,118
Net realized and unrealized gains on investments	(14,565,449)	(6,368,827)
Decrease in allowance for doubtful accounts and notes	(200,000)	-
Contributions and investment return restricted for long-term purposes	(7,327,594)	(1,535,667)
Write-off of mortgage receivable	-	78,779
Changes in assets and liabilities:		
Accounts receivable	1,126,658	1,433,853
Inventory and prepaid expenses	(225,833)	161,972
Contributions receivable	497,652	(186,006)
Accounts payable and accrued expenses	(727,108)	476,888
Deferred revenue	1,200,407	(2,974,643)
Student deposits	(107,329)	(181,390)
Amounts held for others	(3,966)	10,192
Postretirement benefit obligation	(9,468)	(4,884)
Lease liability - operating leases	(26,632)	-
Net cash provided by operating activities	<u>2,664,859</u>	<u>7,357,403</u>
Cash flows from investing activities		
Payments made for acquisition of property, plant, and equipment	(2,526,704)	(2,070,809)
Proceeds from sales of investments	32,169,662	40,563,972
Purchases of investments	(36,463,798)	(40,032,185)
Loans collected from students	256,508	379,741
Net cash used in investing activities	<u>(6,564,332)</u>	<u>(1,159,281)</u>
Cash flows from financing activities		
Contributions and investment return restricted for long-term purposes	7,327,594	1,535,667
Proceeds from issuance of long-term debt	-	2,142,378
Repayments of long-term debt	(4,193,019)	(3,803,290)
Principal payments on finance lease obligations	(238,891)	(264,914)
Decrease in refundable federal grants	(557,868)	(406,784)
Net cash provided by (used in) financing activities	<u>2,337,816</u>	<u>(796,943)</u>
NET (DECREASE) INCREASE IN CASH, CASH EQUIVALENTS, AND RESTRICTED CASH	<u>(1,561,657)</u>	<u>5,401,179</u>
Cash, cash equivalents, and restricted cash at beginning of year	<u>35,179,265</u>	<u>29,778,086</u>
Cash, cash equivalents, and restricted cash at end of year	<u>\$ 33,617,608</u>	<u>\$ 35,179,265</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 1,880,408</u>	<u>\$ 2,029,650</u>
Supplemental disclosure of noncash transaction:		
Acquisition of property and equipment under finance leases	<u>\$ -</u>	<u>\$ 139,999</u>
Right-of-use assets acquired under operating leases	<u>\$ 516,188</u>	<u>\$ -</u>
Acquisition of property and equipment in accounts payable	<u>\$ 482,824</u>	<u>\$ 32,553</u>

The accompanying notes are an integral part of these financial statements.

Wagner College

NOTES TO FINANCIAL STATEMENTS

August 31, 2021 and 2020

NOTE 1 - NATURE OF OPERATIONS

Wagner College (the "College") is a private residential college located on Staten Island in New York City. It is strongly committed to undergraduate and graduate education in which all professional and liberal arts majors receive the foundation of a broad-based core of knowledge. The College prepares students for life, as well as for careers, by emphasizing scholarship, achievement, leadership, and citizenship. The College grants the degrees of bachelor of arts, bachelor of science, bachelor of science in education, master of business administration, master of science in education, master of science in accounting, master of science in nursing, master of science in microbiology, master of science in advanced physician assistant, and doctor of nursing practice.

NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The accompanying financial statements have been prepared using the accrual basis of accounting.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the College's resources are classified and reported based upon the existence or absence of donor-imposed restrictions, as follows:

Without donor restrictions - Net assets that are not subject to donor-imposed stipulations, including resources designated by the College's Board of Trustees to function as endowments (quasi-endowments) (see Note 16).

With donor restrictions - Net assets subject to donor-imposed stipulations that will be met either by actions of the College or the passage of time (see Note 11), or net assets subject to donor-imposed stipulations that they be maintained in perpetuity by the College (see Note 16).

Revenues are reported as increases in net assets without donor restrictions unless their use is limited by express donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Gains and losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expirations of restrictions on net assets (i.e., when the donor-stipulated purpose has been fulfilled or the stipulated time period has elapsed) are reported as net assets released from restrictions.

Cash Equivalents

Money market accounts, certificates of deposit, and highly liquid debt instruments with original maturities of three months or less at the date of purchase are considered cash equivalents, with the exception of those managed as part of the College's long-term investment portfolio.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

Cash and Restricted Cash

The following table provides a reconciliation of cash and restricted cash reported on the accompanying balance sheets that total the amounts presented on the accompanying statements of cash flows.

	2021	2020
Cash and cash equivalents	\$ 29,154,989	\$ 30,762,097
Amounts held by bond trustees (restricted cash)	4,462,619	4,417,168
Total cash and restricted cash shown on the statements of cash flows	\$ 33,617,608	\$ 35,179,265

Amounts held by bond trustees represent amounts contractually required in connection with the College's bond obligations (see Note 10 for additional details).

Investments

Investments in equity and debt securities with readily determinable fair values are measured at fair value based upon quoted market prices as of the reporting date. Investments in non-exchange traded funds are based upon net asset values ("NAV") provided by the respective external investment manager, which are reviewed and evaluated by the College for reasonableness. NAV is used as a practical expedient to measure and report fair value.

Realized and unrealized gains and losses are recognized as changes in net assets in the period in which they occur, and investment income (interest and dividends) is recognized as revenue in the period earned.

Investments related to charitable remainder trusts are recognized at the date the trusts are established at the present value of the estimated future cash flows to be received by the College.

Endowment Spending Rate

The College has interpreted New York State law to allow for the spending of income and gains on investments of gifts for the donor-restricted endowment, absent explicit donor stipulations that all or a portion of such income or gains be maintained in perpetuity. New York State law allows the College's Board of Trustees to appropriate for expenditure and spend such income and gains, as is prudent, considering such factors as the College's long- and short-term needs, present and anticipated financial requirements, expected total return on investments, price level trends, general economic conditions, and alternatives to spending endowment assets. Accordingly, such income and realized and unrealized gains and losses are reported as with or without donor restrictions, based upon the amount of income and gains and losses that have been appropriated for expenditure by the Board of Trustees. Amounts appropriated for expenditure from donor-restricted endowments are also reflected within net assets released from restrictions on the accompanying statements of activities. However, there are two gifts for the donor-restricted endowment, which the donors have stipulated that a portion of such income and gains be maintained in perpetuity.

The College has adopted an endowment spending policy for endowment funds that do not have a spending policy articulated in the terms of the respective gift instrument. This policy allows for spending up to 5% of a 12-quarter average fair value of endowment investments, measured as of May 31st each year, for spending in the subsequent fiscal year. The College's Board of Trustees approved spending 5% of the endowment funds in each of the years ended August 31, 2021 and 2020.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

Fair Value Hierarchy

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. A fair value hierarchy was established, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

There are three levels of inputs that may be used to measure and report fair value:

- Level 1 - Quoted prices in active markets for identical assets or liabilities as of the measurement date.
- Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.
- Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value measurement of the assets or liabilities.

Fair value estimates are made at a specific point in time, based on available market information and judgments about the financial asset or liability, including estimates of timing, amount of expected future cash flows, and the credit standing of the issuer. In some cases, the fair value estimates cannot be substantiated by comparison to independent markets. In addition, the disclosed fair value may not be realized through the immediate settlement of the financial asset. In addition, the disclosed fair values do not reflect any premium or discount that could result from offering for sale at one time an entire holding of a particular financial asset. Potential taxes and other expenses that would be incurred in an actual sale or settlement are not reflected in amounts disclosed.

The College's accounting policy is to recognize transfers between levels of the fair value hierarchy on the date of the event or change in circumstances that caused the transfer.

Bond Issuance Costs

Expenses incurred in connection with debt financings are deferred and amortized over the life of the related debt to which they pertain. Bond issuance costs are presented on the balance sheet as a direct reduction from the carrying value of the associated debt obligation.

Property, Plant, and Equipment

Physical plant and equipment are stated at cost at date of acquisition or fair value at date of donation in the case of gifts. Library books are capitalized at a nominal value of \$1 per volume.

Depreciation of plant assets is computed on a straight-line basis over their estimated useful lives. Depreciable lives of buildings and betterments, including land improvements, range from 15 to 50 years. Furnishings and equipment are depreciated over a useful life of seven years. Computer hardware is depreciated over a useful life of three to seven years.

Deferred Revenue

Tuition and fees collected in advance of the academic year to which they pertain are recorded as deferred revenue on the balance sheet.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

Refundable Federal Grants

Funds provided by the U.S. government under the Federal Perkins and Nursing 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 on the balance sheet as a liability.

On September 30, 2017, the authority for schools to make new loans under the Federal Perkins Loan program ended and final disbursements to students were permitted through June 30, 2018. The College intends to continue servicing the outstanding loans and to remit the federal share of repayments to the U.S. Department of Education.

Revenues and Accounts Receivable

The College derives its revenue principally from student tuition and fees, student housing and dining services revenues, contributions, grants and investment returns. The carrying value of student receivables has been reduced by an estimated allowance for uncollectible accounts, based on historical collection experience, and therefore, approximates net realizable value. Receivables are written-off in the period in which they are deemed to be uncollectible.

In accordance with Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 606, *Revenue from Contracts with Customers* ("ASC 606"), the College recognizes revenue when control of the promised goods or services are transferred to the College's students or outside parties in an amount that reflects the consideration the College expects to be entitled to in exchange for those goods or services. The College applies the five-step revenue model stipulated by ASC 606 to applicable revenue streams in order to determine when revenue is earned and recognized. The five-step model requires the College to i.) identify contracts with customers, ii.) identify performance obligations related to those contracts, iii.) determine the transaction price, iv.) allocate that transaction price to performance obligations, and v.) recognize revenue when or as the College satisfies a performance obligation.

ASC 606 also requires disclosures regarding revenue recognition to ensure an understanding as to the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. The College identifies tuition and fees, auxiliary revenues, and other income as revenue categories subject to ASC 606. The College recognizes contracts with customers as goods or services are transferred or provided in accordance with ASC 606.

Contributions

The College recognizes revenue from contributions in accordance with ASC 958-605, *Not-for-Profit Entities - Revenue Recognition*. In accordance with ASC 958-605, the College evaluates whether a transfer of assets is i.) an exchange transaction in which a resource provider is receiving commensurate value in return for the resources transferred; or, ii.) a contribution. If the transfer of assets is determined to be an exchange transaction, the College applies guidance under ASC 606. If the transfer of assets is determined to be a contribution, the College evaluates whether the contribution is conditional based upon whether the agreement includes both i.) one or more barriers that must be overcome before the College is entitled to the assets transferred and promised; and, ii.) a right of return of assets transferred or a right or release of a promisor's obligation to transfer assets.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

Contributions, including unconditional promises to give (pledges), are recognized as revenue when received. Contributions to be received after one year are discounted using an appropriate discount rate which articulates with the collection period of the respective pledge. Amortization of the discount is recorded as additional contribution revenue in accordance with donor-imposed stipulations, if any. Expirations of restrictions on net assets, that is, the donor-imposed stipulated purpose has been accomplished and/or the stipulated time period has elapsed, are reported as net assets released from restrictions on the statement of activities. Donor-restricted contributions received and expended for the restricted purpose in the same fiscal year are recorded as part of net assets without donor restrictions.

Auxiliary Enterprises

Auxiliary enterprises primarily consist of student housing, dining services, and bookstore operations. Auxiliary enterprises expenses include direct administration and general costs related to their operation, as well as allocable portions of interest, depreciation, and operation and maintenance costs.

Fund-raising Expenses

Institutional support includes fund-raising expenses which approximated \$1,170,000 and \$1,357,000 for the years ended August 31, 2021 and 2020, respectively.

Operating Measure

The accompanying statements of activities distinguish between operating and nonoperating activities. Operating activities principally include all revenues and expenses that relate to the College's educational programs and supporting activities. Operating revenues also include non-endowment contributions; endowment return, pursuant to the College's spending policy; and, releases of restricted net assets in support of operating purposes. The College has defined nonoperating activities principally to include private gifts held in perpetuity and for capital purposes and their subsequent release, investment return in excess of (less than) amounts used for operations, as well as other nonrecurring activities and other gains and losses.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires management to make estimates and judgments that affect the reported amounts of assets and liabilities and disclosure of contingencies at the date of the financial statements and revenues and expenses recognized during the reporting period. Actual results could differ from those estimates.

Concentrations of Credit Risk

The College maintains its cash and cash equivalents in various bank accounts that, at times, may exceed federally insured limits. The College has not experienced, nor does it anticipate, any losses with respect to such accounts.

Income Taxes

The College has been classified as a Section 501(c)(3) organization and is exempt from Federal income taxes under Section 501(a) of the Internal Revenue Code ("IRC") and similar provisions under New York State tax laws. Accordingly, no provision for income taxes has been reflected in the accompanying financial statements.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

The College follows guidance that clarifies the accounting for uncertainty in tax positions taken or expected to be taken in a tax return, including issues relating to financial statement recognition and measurement. This standard requires that a tax position be recognized or derecognized based on a “more likely than not” threshold, and applies to positions taken or expected to be taken in a tax return. During the years ended August 31, 2021 and 2020, the College evaluated its tax positions and concluded that it does not have any uncertain tax positions that meet the criteria under the standard. The tax years ended August 31, 2018, 2019, 2020, and 2021 are still open to audit for both Federal and state purposes. The College has processes presently in place to ensure the maintenance of its tax-exempt status; to identify and report unrelated income; to determine its filing and tax obligations in jurisdictions for which it has nexus; and, to identify and evaluate other matters that may be considered tax positions.

Recently Adopted Accounting Pronouncements

In February 2016, the FASB issued Accounting Standards Update No. 2016-02, *Leases (Topic 842)* (“ASC 842”). Under the new standard, lessees are required to recognize the following for all leases with a term of twelve months or greater at the commencement date: (a) a lease liability, which is a lessee’s obligation to make lease payments arising from a lease, measured on a discounted basis; and (b) a right-of-use (“ROU”) asset, representing the lessee’s right to use, or control the use of, a specified asset for the lease term. Leases are classified as either operating or finance leases (formerly referred to as capital leases). Recognition, measurement, and presentation of expenses and cash flows arising from a lease are determined by a lease’s classification. The College adopted the new standard on September 1, 2020 using the modified retrospective transition approach and elected a package of practical expedients which, among other provisions, allowed the College to carry forward the historical lease classification relating to its existing leases.

On September 1, 2020 the College adopted FASB Accounting Standards Update (“ASU”) 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework - Changes to Disclosure Requirements for Fair Value Measurement*. The ASU modified the disclosure requirements for fair value measurements and the impact of adopting this new guidance was not significant to the College’s financial statements.

Subsequent Events

The College evaluated events subsequent to August 31, 2021 through December 23, 2021, the date these financial statements were issued. The College is not aware of any subsequent events that would require recognition or disclosure in the accompanying financial statements.

Other Significant Accounting Policies

Other significant accounting policies are set forth in the following notes.

NOTE 3 - STUDENT REVENUES, NET

The College has various revenue streams that revolve mainly around student enrollment and instruction. Revenue is generated mainly through tuition, student housing, dining services, and various fees associated with student enrollment in the College. These revenues are recognized over the academic terms to which they relate, which coincides with the satisfaction of the specific performance obligation to the student. Tuition, student housing, dining services and other fees pertaining to incomplete terms are apportioned, deferred and recognized in the fiscal year in which the instruction occurs or relevant services are provided. Generally, enrollment and instructional services are billed when a course or term begins, and are due for payment within thirty days of the bill date.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

In the following table, student revenue is disaggregated by type of service provided:

	For the Year Ended August 31, 2021		
	Tuition and Fees	Housing and Dining Services	Total
Revenues	\$ 87,846,794	\$ 11,631,102	\$ 99,477,896
Less: Scholarships	(40,733,185)	(1,312,357)	(42,045,542)
	\$ 47,113,609	\$ 10,318,745	\$ 57,432,354
	For the Year Ended August 31, 2020		
	Tuition and Fees	Housing and Dining Services	Total
Revenues	\$ 91,537,391	\$ 13,140,939	\$ 104,678,330
Less: Scholarships	(40,545,536)	(1,091,912)	(41,637,448)
	\$ 50,991,855	\$ 12,049,027	\$ 63,040,882

The College has taken a portfolio approach in determining whether scholarships should apply across tuition and fees, housing and dining services. In general, the College awards institutional scholarships by factoring the students' tuition and fees, and the students' expected ability to contribute towards such charges. Accordingly, except for student athletes that receive full scholarships to cover the cost of tuition, fees, housing and dining services, institutional scholarships have been applied against tuition and fee revenues only.

Deferred revenue at August 31, 2021 and 2020 totals \$17,468,651 and \$16,268,244, respectively, and primarily relates to the College's unsatisfied performance obligations to provide future enrollment and instructional, housing and dining services to students. For the years ended August 31, 2021 and 2020, the College recognized revenue of \$16,268,244 and \$19,242,887, respectively, from amounts that were included in deferred revenues at the beginning of the respective year. The changes in deferred revenues were caused by normal timing differences between the satisfaction of performance obligations and customer payments.

The College has elected, as a practical expedient, not to disclose additional information about unsatisfied performance obligations for contracts with customers that have an expected duration of one year or less.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

NOTE 4 - AVAILABILITY AND LIQUIDITY OF FINANCIAL ASSETS

The College regularly monitors liquidity required to meet its operating needs. The College's financial assets available within one year of the balance sheet dates for general expenditure are as follows:

	2021	2020
Cash and cash equivalents	\$ 29,154,989	\$ 30,762,097
Accounts receivable, net, due within one year	1,495,323	2,254,293
Contributions receivable due within one year without donor restrictions	13,715	24,627
Total financial assets available within one year	30,664,027	33,041,017
Anticipated endowment return to be used within one year	4,850,000	4,400,000
Financial assets available to management for general expenditures within one year	\$ 35,514,027	\$ 37,441,017

The College's Board of Trustees has designated a portion of its resources without donor restrictions for endowment (board-designated endowment funds). These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Trustees. At August 31, 2021 and 2020, board-designated endowment funds totaled \$27,398,540 and \$24,736,394, respectively.

NOTE 5 - STUDENT LOANS RECEIVABLE, NET

The College makes uncollateralized loans to students based on financial need. Student loans are funded through the Federal government Perkins and Nursing revolving student loan programs. At August 31, 2021 and 2020, student loans, net, totaled \$1,780,912 and \$1,937,420, respectively, and included an allowance for doubtful accounts of \$491,000 and \$591,000 at August 31, 2021 and 2020, respectively.

The availability of funds for loans under the Federal programs described above is dependent upon repayments of outstanding loans by students. There were no funds advanced to students during the years ended August 31, 2021 and 2020. The federal portion of the amounts loaned to students is ultimately refundable to the government and has been classified as a liability on the accompanying balance sheets. Outstanding loans cancelled under the programs result in a reduction of funds available for future loans and a decrease in the liability to the government.

At August 31, 2021 and 2020, the following amounts were past due under the Federal Perkins and Nursing student loan programs:

August 31,	60 Days or Less Past Due	60 Days to 180 Days Past Due	180 Days to 2 Years Past Due	2 Years or More Past Due	Total
2021	\$ 28,207	\$ 26,983	\$ 112,702	\$ 443,354	\$ 611,246
2020	\$ 37,383	\$ 35,048	\$ 138,561	\$ 409,846	\$ 620,838

Allowances for doubtful accounts are established based on prior collection experience and current economic factors which, in management's judgment, could influence the ability of loan recipients to repay the amounts per the loan terms.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

NOTE 6 - INVESTMENTS

Investments at August 31, 2021 and 2020 consist of the following:

	2021	2020
Short-term securities	\$ 5,545,958	\$ 8,632,550
Fixed income:		
U.S. government securities	1,847,519	1,698,765
Corporate securities - domestic	936,719	948,187
Fixed income mutual funds - domestic	20,302,082	16,807,188
Equities:		
Domestic common stock	16,814,508	13,221,411
International common stock	2,867,159	3,635,511
Domestic equity mutual funds	36,012,751	25,751,223
International equity mutual funds	20,972,426	17,336,956
Other mutual funds:		
Commodities	1,734,668	2,542,658
Alternative strategies:		
Hedge funds	8,682,654	6,970,571
Private equities	1,357,210	826,070
Funds held in trust	1,020,291	863,270
Total investments	\$ 118,093,945	\$ 99,234,360

Investment securities are exposed to various risks such as interest rate, market, and credit. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the fair values of investment securities will occur in the near-term, and that such changes could materially affect the amounts reported on the accompanying financial statements.

The College began pursuing alternative investment strategies during the year ended August 31, 2011 as a way of decreasing investment volatility while securing a desired return. Currently, the College is invested in hedge funds and private equity funds. The hedge funds and private equity funds all have monthly pricing based on a reported NAV, except for one of the private equity funds, which has quarterly pricing based on NAV, which is adjusted to reflect subsequent sales, purchases, fees and performance through August 31st. All other investments can be redeemed on a daily basis.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

The College uses the NAV per share to determine the fair value of all the underlying investment funds which: (a) do not have a readily determinable fair value; and (b) prepare their investees' financial statements consistent with the measurement principles of an investment company or have the attributes of an investment company. The following table lists investments reported at fair value using a NAV by major asset category as of August 31, 2021 and 2020:

Type of Fund	NAV in Funds		# of Funds in 2021	# of Funds in 2020	Redemption Frequency
	2021	2020			
Rose Grove (hedge fund) ^(a)	\$ 95,916	\$ 940,218	1	1	Quarterly
BW Private Investors Offshore (hedge fund) ^(b)	43,810	1,398,063	1	1	Quarterly
Winton Futures (hedge fund) ^(c)	-	891,788	-	1	Monthly
Coatue Offshore (hedge fund) ^(d)	45,815	1,281,595	1	1	Quarterly
Third Point Offshore (hedge fund) ^(e)	-	825,893	-	1	Quarterly
PEG Secondary (private equity) ^(f)	134,110	118,502	1	1	N/A; 10 year investment term
Benefit Street Partners (private equity) ^(g)	406,449	296,825	1	1	N/A; 7 year investment term
Varde Credit Partners Offshore (hedge fund) ^(h)	-	1,089,854	-	1	Semi-Annual
LEP XVI Landmark (private equity) ⁽ⁱ⁾	391,615	299,993	1	1	Monthly
PEG Global (private equity) ^(j)	425,036	110,750	1	1	N/A; 5 year investment term
Senator Global Opportunity (hedge fund) ^(k)	67,756	48,218	1	1	Quarterly
Ridge Select (hedge fund) ^(l)	20,506	494,942	1	1	Monthly
Global Access (hedge fund) ^(m)	8,408,851	-	1	-	Quarterly
Total	\$10,039,864	\$ 7,796,641	10	12	

The following provides a description of the investing strategies employed by each respective fund detailed above.

- (a) The Rose Grove hedge fund is a relative value/credit fund that seeks to identify and invest in opportunities within the hybrid capital/preferred stock arena. The fund seeks to maximize absolute return by exploiting pricing discrepancies that may exist between equity, preferred and debt securities.
- (b) The Bridgewater ("BW") hedge fund is an opportunistic/macro fund that invests in equities, fixed income, commodities, and currency markets through a combination of an "All-Weather" strategy (60%) and a "Pure Alpha" strategy (40%).
- (c) The Winton Futures hedge fund is an opportunistic/macro fund that seeks long-term capital appreciation across the futures markets (equity, interest rate, commodity, and currency).
- (d) The Coatue Offshore hedge fund is an equity long bias fund that uses proprietary fundamental research to take long and short positions in publicly traded equities across the Technology, Media, and Telecom ("TMT") sectors. The fund seeks to capitalize on the volatility caused by this dynamic by taking relatively concentrated long positions, while maintaining a conservative net exposure to the market through diversified short positions.
- (e) The Third Point Offshore hedge fund is an event-driven hedge fund focused on achieving total returns by using a value based, bottoms-up approach to invest globally. The fund intends to be both long and short in securities throughout companies' capital structures. The fund seeks to capitalize on market inefficiencies across special situations including equities, risk arbitrage, and corporate and mortgage credit.
- (f) The PEG Secondary Private Equity fund has a strategy of being an opportunistic secondary investor and utilizes its extensive network and reputation to source and secure secondary investments.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

- (g) The Benefit Street Partners Private Equity fund invests across credit, private debt, liquid credit, and commercial real estate debt.
- (h) The Varde Credit Partners Offshore fund is an event driven hedge fund with semi-annual liquidity and good risk adjusted returns.
- (i) The LEP XVI Landmark fund is predicated on creatively solving its counterparties' liquidity objectives, often in ways that cannot be addressed in a traditional auction market. The fund focuses on exclusive transactions that require structuring for incremental value creation or downside protection.
- (j) The PEG Global Private Equity fund is a diversified fund that provides exposure to secondary funds.
- (k) The Senator Global Opportunity hedge fund is an event-driven fund.
- (l) The Ridge Select hedge fund is a global equity market-neutral fund.
- (m) The Global Access hedge fund is an actively managed portfolio of approximately 15-35 single and diversified strategy hedge funds. The fund seeks to fully complement an existing traditional stock and bond portfolio by focusing on generating total returns, while moderating downside risk. This fund has a one-year lock-up period.

The College has an unfunded commitment with respect to its investment in the PEG Secondary Private Equity fund in the amount of \$335,302 as of August 31, 2021 and 2020, which is expected to be satisfied by fiscal 2022. The College has an unfunded commitment with respect to its investment in the Benefit Street Partners fund in the amount of \$83,913 and \$175,549 as of August 31, 2021 and 2020, respectively, which is expected to be satisfied by fiscal 2022. The College has an unfunded commitment with respect to its investment in the LEP XVI Landmark fund in the amount of \$474,002 and \$492,263 as of August 31, 2021 and 2020, respectively, which is expected to be satisfied by fiscal 2022. The College has an unfunded commitment with respect to its investment in the PEG Global Private Equity fund in the amount of \$375,842 and \$639,484 as of August 31, 2021 and 2020, respectively, which is expected to be satisfied by fiscal 2023.

Investment return for the years ended August 31, 2021 and 2020 consists of the following:

	2021	2020
Interest and dividends	\$ 2,293,528	\$ 2,131,669
Net realized gains	2,994,260	1,135,834
Net unrealized gains	11,571,189	5,232,993
Investment expenses	(346,189)	(347,602)
	\$ 16,512,788	\$ 8,152,894

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

NOTE 7 - FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amount of cash and cash equivalents, accounts receivable, other receivables, deferred revenue, and accounts payable and accrued expenses approximates fair value because of the short-term nature of these financial instruments. Amounts held by bond trustees are recorded at fair value based upon quoted market prices as of the reporting date. The basis for the fair value of investments is disclosed in Note 2. Contributions receivable are stated at the present value of their expected future cash flows, which approximates fair value.

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

The carrying amount of long-term debt approximates fair value because these financial instruments bear interest at various rates, which, when averaged, are not significantly different from current market rates for loans with similar maturities and credit quality.

The following tables present the College's financial instruments that are measured at fair value on a recurring basis within the fair value hierarchy required by ASC 820, *Fair Value Measurements and Disclosures*, as of August 31, 2021 and 2020. There were no transfers of financial instruments among levels for the years ended August 31, 2021 or 2020.

	2021				Net Asset Value
	Total	Level 1	Level 2	Level 3	
Financial assets:					
Short-term securities	\$ 5,545,958	\$ 5,545,958	\$ -	\$ -	\$ -
Fixed income:					
U.S. government securities	1,847,519	1,847,519	-	-	-
Corporate securities - domestic	936,719	936,719	-	-	-
Fixed income mutual funds - domestic	20,302,082	20,302,082	-	-	-
Equities:					
Domestic common stock	16,814,508	16,814,508	-	-	-
International common stock	2,867,159	2,867,159	-	-	-
Domestic equity mutual funds	36,012,751	36,012,751	-	-	-
International equity mutual funds	20,972,426	20,972,426	-	-	-
Other mutual funds:					
Commodities	1,734,668	1,734,668	-	-	-
Alternative strategies:					
Hedge funds	8,682,654	-	-	-	8,682,654
Private equities	1,357,210	-	-	-	1,357,210
Funds held in trust	1,020,291	-	-	1,020,291	-
Total investments	<u>\$ 118,093,945</u>	<u>\$ 107,033,790</u>	<u>\$ -</u>	<u>\$ 1,020,291</u>	<u>\$ 10,039,864</u>
Amounts held by bond trustees	<u>\$ 4,462,619</u>	<u>\$ 4,462,619</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

	2020				Net Asset Value
	Total	Level 1	Level 2	Level 3	
Financial assets:					
Investments:					
Short-term securities	\$ 8,632,550	\$ 8,632,550	\$ -	\$ -	\$ -
Fixed income:					
U.S. government securities	1,698,765	1,698,765	-	-	-
Corporate securities - domestic	948,187	948,187	-	-	-
Fixed income mutual funds - domestic	16,807,188	16,807,188	-	-	-
Equities:					
Domestic common stock	13,221,411	13,221,411	-	-	-
International common stock	3,635,511	3,635,511	-	-	-
Domestic equity mutual funds	25,751,223	25,751,223	-	-	-
International equity mutual funds	17,336,956	17,336,956	-	-	-
Other mutual funds:					
Commodities	2,542,658	2,542,658	-	-	-
Alternative strategies:					
Hedge funds	6,970,571	-	-	-	6,970,571
Private equities	826,070	-	-	-	826,070
Funds held in trust	863,270	-	-	863,270	-
Total investments	<u>\$ 99,234,360</u>	<u>\$ 90,574,449</u>	<u>\$ -</u>	<u>\$ 863,270</u>	<u>\$ 7,796,641</u>
Amounts held by bond trustees	<u>\$ 4,417,168</u>	<u>\$ 4,417,168</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

Included in investments is a remainder interest in a charitable remainder trust. The fair value of the College's share of the funds held in trust, which amounted to \$1,020,291 and \$863,270, has been recorded in investments at August 31, 2021 and 2020, respectively, and, in accordance with the terms of the trust, is included in net assets with donor restrictions. At August 31, 2021 and 2020, the College's beneficial interest in funds held in trust was classified as Level 3 within the fair value hierarchy. There were no purchases of Level 3 investments for the years ended August 31, 2021 and 2020.

NOTE 8 - CONTRIBUTIONS RECEIVABLE, NET

Contributions receivable, net, at August 31, 2021 and 2020 are scheduled to be collected as follows:

	2021	2020
In one year	\$ 206,744	\$ 687,650
In one to four years	112,000	128,746
Total	318,744	816,396
Less: Present value discount at 5.0%	(3,147)	(3,147)
	<u>\$ 315,597</u>	<u>\$ 813,249</u>

Contributions receivable includes approximately \$100,000 due from one donor at August 31, 2021 and \$629,000 due from four donors at August 31, 2020.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

NOTE 9 - PROPERTY, PLANT, AND EQUIPMENT, NET

Property, plant, and equipment, net, at August 31, 2021 and 2020 consists of the following:

	2021	2020
Land	\$ 4,393,475	\$ 4,393,475
Land improvements	5,253,268	5,173,398
Buildings and building improvements	126,320,421	123,844,644
Furnishings and equipment	23,638,216	23,186,863
Library books	307,884	305,358
Total	159,913,264	156,903,738
Less: Accumulated depreciation	(96,334,913)	(92,247,509)
	\$ 63,578,351	\$ 64,656,229

Included in the furnishings and equipment and buildings and building improvements categories above are certain assets acquired under finance leases totaling \$3,994,466 at both August 31, 2021 and 2020 (Note 13).

NOTE 10 - LONG-TERM DEBT, NET

Long-term debt, net, at August 31, 2021 and 2020 consists of the following:

	2021	2020
Bonds payable:		
Wagner College Tax-Exempt Revenue Bonds, Series 1998, 2.960%, maturing July 1, 2000 through July 1, 2027 ^(a)	\$ 4,135,000	\$ 5,135,000
Wagner College Tax-Exempt Revenue Bonds, Series 2009, 3.220%, maturing July 1, 2010 through July 1, 2038 ^(b)	24,860,000	25,485,000
Wagner College Series 2009 Bank Term Loan, 4.030%, maturing January 28, 2009 through July 1, 2023 ^(c)	4,493,435	6,744,933
Wagner College Revenue Bonds, Series 2012, 5.000%, maturing July 1, 2024 through July 1, 2028 (including unamortized bond premium of \$540,507 and \$617,722 at August 31, 2021 and 2020, respectively) ^(d)	13,245,507	13,322,722
Total bonds payable	46,733,942	50,687,655
Chartwells loan 1 ^(e)	36,234	72,469
Chartwells loan 2 ^(f)	28,729	57,458
Chartwells loan 3 ^(g)	1,333,334	1,416,667
Discount on Chartwells loan 3 ^(h)	(53,229)	(92,777)
Chartwells loan 4 ⁽ⁱ⁾	2,691,589	2,859,813
Discount on Chartwells loan 4 ⁽ⁱ⁾	(705,927)	(787,248)
Bond issuance costs	(1,281,572)	(1,442,371)
	\$ 48,783,100	\$ 52,771,666

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

- (a) On July 30, 1998, the Dormitory Authority of the State of New York issued \$16,600,000 of variable rate Wagner College Tax-Exempt Revenue Bonds, Series 1998 (the "1998 tax-exempt bonds"). The bond proceeds were used to: (i) finance the construction of the College's new recreation center; (ii) increase the debt service reserve fund remaining from the Series 1992 bonds; (iii) create a capitalized interest fund; and (iv) pay the costs of issuance of these bonds. The College obtained a letter of credit in the amount of the outstanding principal balance of the 1998 tax-exempt bonds with a bank, which expired on January 28, 2015.

On December 1, 2014, the College entered into an arrangement to convert its variable rate debt obligations to fixed rate instruments. The College sold its Series 1998 tax-exempt revenue bonds to TD Bank. The principal amortization of the Series 1998 bonds remains unchanged. With this refinancing, the variable interest rate was converted to a fixed interest rate of 2.96%.

The 1998 tax-exempt bonds are subject to redemption prior to maturity at the option of the College, as provided for pursuant to the terms of the respective Indenture, on each interest payment date at the principal amount plus accrued interest to the date of redemption. The 1998 tax-exempt bonds are secured by the College's gross receipts, consisting of receipts, revenues, income, and other monies received by the College, subject to prior pledges, and by a mortgage on all land and buildings of the College. Under the debt agreement, the College is required to meet certain covenants. The College met these covenants as of August 31, 2021 and 2020.

- (b) On January 28, 2009, the Dormitory Authority of the State of New York issued \$30,500,000 of variable rate Wagner College Tax-Exempt Revenue Bonds, Series 2009 (the "2009 tax-exempt bonds"). The bond proceeds were used to: (i) finance the construction and equipping of a new 200 bed student residence hall and a 36-space adjacent surface parking lot; (ii) pay a portion of the interest on the 2009 tax-exempt bonds; (iii) fund a debt service reserve fund; and (iv) pay the costs of issuance of these bonds. The College obtained a letter of credit in the amount of the outstanding principal balance of the 2009 tax-exempt bonds with a bank, which expired on January 28, 2015.

On December 1, 2014, the College entered into an arrangement to convert its variable rate debt obligations to fixed rate instruments. The College sold its Series 2009 tax-exempt revenue bonds to TD Bank. The principal amortization of the Series 2009 bonds remains unchanged. With this refinancing, the variable interest rate was converted to a fixed interest rate of 3.22%.

The 2009 tax-exempt bonds are subject to redemption prior to maturity at the option of the College, as provided for pursuant to the terms of the respective Indenture, on each interest payment date at the principal amount plus accrued interest to the date of redemption. The 2009 tax-exempt bonds are secured by the College's gross receipts, consisting of receipts, revenues, income, and other monies received by the College, subject to prior pledges, and by a mortgage on all land and buildings of the College. Under the debt agreement, the College is required to meet certain covenants. The College met these covenants as of August 31, 2021 and 2020.

- (c) Concurrently with the issuance of the 2009 tax-exempt bonds, the College obtained a variable rate term loan in the principal amount of \$25,000,000 from TD Bank ("Bank Term Loan") to defease the outstanding aggregate principal amount of the 1998 taxable bonds. The amount borrowed provided for an amount to be set aside to defease the 1998 taxable bonds, as well as legal and other costs associated with the borrowing.

On December 1, 2014, the College entered into an arrangement to convert its variable rate debt obligations to fixed rate instruments. As part of this refinancing, the College's Bank Term Loan was converted to a fixed rate loan, with an interest rate of 4.03%. The principal amortization of the term loan remains unchanged.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

The Bank Term Loan is secured on a parity basis with respect to the security interest in the gross receipts of the College. As security for the full and timely payments by the College of its obligations under the loan agreement, the College delivered to the trustee and bank the security instruments, conveying to the trustee and bank, duly perfected liens upon and security interests in the collateral. Principal and interest are payable monthly.

Under the loan agreement, the College is required to meet certain covenants, including a cash flow coverage ratio. The College met these covenants as of August 31, 2021 and 2020.

- (d) On September 13, 2012, Build NYC Resource Corporation issued \$12,705,000 of fixed rate Wagner College Revenue Bonds, Series 2012. The bond proceeds were used, together with other available funds, to: (i) finance, refinance or reimburse Wagner College for the repair, renovation and improvements to the College's Main Hall academic building, the Harborview Residence Hall, and miscellaneous capital improvements or equipment; (ii) fund a debt service reserve fund; and (iii) pay the costs of issuance of these bonds. A portion of the bond proceeds was used to substantially repay a bank line of credit that was used by the College for short-term construction financing for the Main Hall Project.

The Series 2012 bonds pay interest at 5.00%, mature in serial amounts between July 1, 2024 and July 1, 2028, and are secured on a parity basis with the Series 1998 bonds, Series 2009 bonds, and the Bank Term Loan. The security includes the College's gross receipts, consisting of receipts, revenues, income and other monies received by the College, subject to prior pledges, and by a mortgage on all land and buildings of the College. The Series 2012 bonds are subject to redemption, on or after July 1, 2022, at the option of Build NYC Resource Corporation, under the direction of the College, at 100% of the unpaid principal amount. Under the Series 2012 debt agreements, the College is required to meet certain covenants. The College met these covenants as of August 31, 2021 and 2020.

The Series 2012 bonds were offered at prices in excess of their principal amounts. The bond premium at the date of issuance totaled \$1,235,443, which is included in long-term debt in the accompanying balance sheets. The bond premium is being amortized through the maturity of the bonds, using the straight-line method.

- (e) During the year ended August 31, 2004, the College obtained an interest-free loan in the amount of \$1,398,538 from the Chartwells Division of Compass Group USA, Inc., with a repayment term of 19 years. The funds were used by the College for the construction of a new dining facility that was completed during the year ended August 31, 2004. The discount resulting from the interest-free nature of this loan is considered immaterial and not recorded within the accompanying financial statements.
- (f) During the year ended August 31, 2011, the College obtained an interest-free loan in the amount of \$400,000 from the Chartwells Division of Compass Group USA, Inc., with a repayment term of 12 years. The funds were used by the College for the purchase and installation of dishwashing equipment that was completed during the year ended August 31, 2011. The discount resulting from the interest-free nature of this loan is considered immaterial and not recorded within the accompanying financial statements.
- (g) During the year ended August 31, 2014, the College obtained an interest-free loan in the amount of \$3,000,000 from the Chartwells Division of Compass Group USA, Inc., with a repayment term of 10 years. The funds were used by the College to complete the repairs, renovations, and improvements to the College's Harborview Residence Hall during the year ended August 31, 2014.

During the year ended August 31, 2020, in connection with obtaining a new interest-free loan from the Chartwells Division of Compass Group USA, Inc., as described in (i) below, the maturity date of Chartwells loan 3 was extended to coincide with the maturity date of the new loan described below.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

- (h) Due to the interest-free nature of the \$3,000,000 Chartwells loan described in (g) above, the College recorded an initial discount on this loan in the amount of \$530,746, based on the calculation of the present value of the loan. The discount is included in long-term debt in the accompanying balance sheets. The loan discount is being amortized through the maturity date of the loan.
- (i) During the year ended August 31, 2020, the College obtained an interest-free loan in the amount of \$3,000,000 with the Chartwells Division of Compass Group USA, Inc., with a repayment term of 18 years. The funds are being used by the College for a variety of deferred maintenance issues on campus.
- (j) Due to the interest-free nature of the \$3,000,000 Chartwells loan described in (i) above, the College recorded an initial discount on this loan in the amount of \$857,621, based on the calculation of the present value of the loan. The discount is included in long-term debt in the accompanying balance sheets. The loan discount is being amortized through the maturity date of the loan.

Future minimum principal payments due in each of the next five fiscal years and in total thereafter on the College's long-term debt at August 31, 2021 are as follows:

Year Ending August 31:

2022	\$ 4,371,456
2023	4,055,055
2024	4,051,557
2025	4,236,557
2026	4,426,557
Thereafter	29,142,139
Total	\$ 50,283,321

Interest expense for all long-term debt arrangements discussed above for the years ended August 31, 2021 and 2020 totaled \$1,877,322 and \$2,013,341, respectively.

The College is required to establish and deposit with bond trustees certain funds for the benefit of bondholders and to fulfill bond commitments. These funds are invested, principally in U.S. government obligations, by the trustees until withdrawn to affect the purpose for which they were established. Deposits held by bond trustees consist of the following as of August 31, 2021 and 2020:

	2021	2020
Debt service reserve funds	\$ 3,970,162	\$ 3,972,830
Debt service funds	288,712	241,418
Interest capitalization funds	203,745	202,920
Total deposits held by trustees	\$ 4,462,619	\$ 4,417,168

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

NOTE 11 - NET ASSETS WITH DONOR RESTRICTIONS

The nature of net assets with donor restrictions, which are subject to expenditure for specific purposes, at August 31, 2021 and 2020 are as follows:

	2021	2020
Instruction	\$ 13,683,676	\$ 11,882,293
Scholarships	14,601,035	10,367,921
Student services	103,595	158,279
Plant operations and maintenance	17,061,423	15,348,005
Other purpose-restricted funds	2,606,610	2,587,870
Total	\$ 48,056,339	\$ 40,344,368

Net assets with donor restrictions also include funds to be held in perpetuity by the College. At August 31, 2021 and 2020, the income from such funds is expendable to support the following:

	2021	2020
Instruction	\$ 18,480,062	\$ 17,841,127
Scholarships	33,667,397	27,046,204
Student services	1,011,076	1,011,076
Plant operations and maintenance	3,768,639	3,768,639
Other purpose-restricted funds	3,729,266	3,660,800
Total	\$ 60,656,440	\$ 53,327,846

NOTE 12 - RETIREMENT PLAN AND OTHER POSTRETIREMENT BENEFITS

The College maintains a defined contribution (money purchase) retirement plan (the "Plan"), which covers certain faculty, administrative, and staff personnel. Benefits are provided by fixed dollar annuities issued by the Teachers Insurance and Annuity Association ("TIAA") and by variable annuities offered by its companion organization, the College Retirement Equities Fund ("CREF"). The Plan operates under Section 403(b) of the IRC and uses TIAA and CREF retirement annuities to provide pension benefits. The College's contribution to the Plan has consistently been 9% of each covered employee's annual salary for the first seven years of employment and 10% for each year thereafter. However, as of January 1, 2021, the College's contribution to the Plan was temporarily reduced to 3% for all covered employees, regardless of years of employment. The College intends to progressively increase its contribution to the Plan back to the historical percentages over the course of the next few years.

Contributions were also paid during the years ended August 31, 2021 and 2020 to three union multi-employer retirement plans for maintenance, powerhouse/grounds, and custodial personnel.

Total pension expense pertaining to all plans for the years ended August 31, 2021 and 2020 totaled approximately \$1,652,000 and \$2,373,000, respectively.

Certain college employees who retired prior to 1995 will receive payments from the College designed to help defray the cost of healthcare benefits, which those retired employees must secure on their own. Those payments of \$600 per each individual retiree are currently made to 10 retired College employees and are made annually during the first quarter of the calendar year. The College has recognized a liability for the

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

present value of the annual \$600 payments to each of these individuals, which at August 31, 2021 and 2020 totaled \$35,116 and \$44,584, respectively.

NOTE 13 – LEASES

Operating Leases

The College leases office equipment, gym equipment, and vehicles under noncancelable operating leases, which expire in fiscal years 2022 through 2026. The ROU assets and lease obligations for the College's portfolio of operating leases were recognized at the present value of the lease payments over the term of each respective lease, as of September 1, 2020. The College elected to use a risk-free discount rate for each lease, which was based on the corresponding Treasury yield curve rate as of the lease commencement date, to determine the present value of the lease payments.

Supplemental balance sheet information related to operating leases at August 31, 2021:

ROU assets	\$	516,188
Accumulated amortization		<u>(26,632)</u>
	\$	<u>489,556</u>

Future minimum rent obligations under the College's operating leases as of August 31, 2021 are as follows:

<u>Year Ending August 31:</u>	<u>Amount</u>
2022	\$ 268,000
2023	133,000
2024	66,000
2025	22,000
2026	<u>6,000</u>
Total minimum lease payments	495,000
Less: present value discount	<u>(5,444)</u>
Total operating lease liability	<u>\$ 489,556</u>

Rental expense under operating leases for the years ended August 31, 2021 and 2020 totaled approximately \$310,000 and \$311,000, respectively.

Finance Leases

The College leases certain information technology equipment, athletics equipment/building improvements, and nursing equipment under finance leases, which expire in fiscal years 2022 through 2029. These leases are capitalized and included within property, plant, and equipment, net, on the accompanying balance sheets, and amortized over the term of each respective lease. The corresponding obligation under finance leases represents the present value of the rental payments.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

Right-of-use assets related to the College's finance leases are reflected in property, plant, and equipment, net of the accompanying balance sheet.

Supplemental balance sheet information related to financing leases at August 31, 2021:

ROU assets	\$ 3,994,466
Accumulated amortization	<u>(2,308,706)</u>
	<u>\$ 1,685,760</u>

Future minimum rent obligations under the College's finance leases as of August 31, 2021 are as follows:

Year Ending August 31:	Amount
2022	\$ 335,172
2023	292,068
2024	284,858
2025	278,742
2026	278,742
Thereafter	<u>554,529</u>
Total minimum lease payments	2,024,111
Less: Interest portion	<u>(338,351)</u>
Total finance lease obligation	<u>\$ 1,685,760</u>

Interest expense related to such finance leases for the fiscal years ended August 31, 2021 and 2020 totaled approximately \$109,000 and \$122,000, respectively.

The components of lease cost for the year ended August 31, 2021 are as follows:

Operating lease cost	\$ 310,000
Finance lease cost	
Amortization of right-of-use assets	238,891
Interest on lease liabilities	<u>108,961</u>
Total lease cost	<u>\$ 657,852</u>

Supplemental cash flow information related to leases for the year ended August 31, 2021 is as follows:

Cash paid for amounts included in the measurement of lease liabilities	
Operating cash flows from operating leases	\$ 310,000
Operating cash flows from finance leases	108,961
Financing cash flows from finance leases	238,891

NOTE 14 - LITIGATION

The College is involved in various claims and legal actions arising in the ordinary course of business. The College maintains insurance with respect to defense costs and potential damage awards. In the opinion of the College, the ultimate disposition of these matters will not have a material adverse effect on the College's financial statements.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

NOTE 15 - CONDITIONAL ASSET RETIREMENT OBLIGATIONS

Costs related to legal obligations to perform certain activities in connection with the retirement, disposal, or abandonment of assets are required to be accrued. These liabilities are initially recorded at an estimated cost of remediation, with related asset retirement costs capitalized by increasing the carrying amount of the related assets by the same amount as the liability. Asset retirement costs are subsequently depreciated over the useful lives of the related assets. The College identified asbestos abatement as a conditional asset retirement obligation and computed the present value of remediation costs to be approximately \$1,300,000. Accumulated depreciation related to the capitalized assets totals \$317,257 and \$308,650 at August 31, 2021 and 2020, respectively. The asset retirement obligation at August 31, 2021 and 2020 totals approximately \$3,400,000 and \$3,200,000, respectively. Accretion expense for the years ended August 31, 2021 and 2020 totaled \$208,469 and \$195,741, respectively.

NOTE 16 - ENDOWMENT FUNDS

The College's endowment consists of approximately 240 individual donor-restricted funds established for a variety of purposes.

Interpretation of Relevant Law

The Board of Trustees of the College has interpreted the New York Uniform Prudent Management of Institutional Funds Act ("NYPMIFA") as requiring the preservation of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. The College classifies as donor-restricted endowments: (a) the original value of gifts donated to its donor-restricted endowment; (b) the original value of subsequent gifts to donor-restricted endowment; and (c) accumulations of investment returns to its donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument, when applicable. Beginning in the year ended August 31, 2011, as a result of the enactment of NYPMIFA, the remaining portion of the donor-restricted endowment fund that is not classified as part of donor-restricted endowment is classified as accumulated endowment gains until such amounts are appropriated for expenditure by the College. NYPMIFA was enacted into law in September 2010. As a result, the College adopted the provisions of ASC 958, Section 205-45, *Classification of Donor-Restricted Endowment Funds Subject to UPMIFA* during the year ended August 31, 2011.

In accordance with NYPMIFA, the College considers the following factors in making a determination to appropriate for expenditure or accumulate donor-restricted endowment funds.

1. The duration and preservation of its endowment fund
2. The purposes of the College and its donor-restricted endowment fund
3. General economic conditions
4. The possible effect of inflation and deflation
5. The expected total return from income and appreciation of endowment investments
6. Other resources of the College
7. The investment policy of the College

Where appropriate, alternatives to spending from the donor-restricted endowment fund and the possible effects on the College are also considered. Effective September 1, 2012, the College's Board of Trustees designated seven net asset funds as Board-Designated (Quasi) Endowment Funds. The total net asset balance of these funds as of August 31, 2021 and 2020 totals \$27,398,540 and \$24,736,394, respectively.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

The following tables represent the net asset classes of the College's donor-restricted and board-designated endowment funds at August 31, 2021 and 2020:

	2021			
	Net Assets Without Donor Restrictions	Net Assets with Donor Restrictions		Total
		Accumulated Gains	Original Gift	
Donor-restricted endowment funds	\$ -	\$ 23,652,890	\$ 60,656,440	\$ 84,309,330
Board-designated endowment funds	27,398,540	-	-	27,398,540
Total	\$ 27,398,540	\$ 23,652,890	\$ 60,656,440	\$ 111,707,870

	2020			
	Net Assets Without Donor Restrictions	Net Assets with Donor Restrictions		Total
		Accumulated Gains	Original Gift	
Donor-restricted endowment funds	\$ -	\$ 15,424,031	\$ 53,327,846	\$ 68,751,877
Board-designated endowment funds	24,736,394	-	-	24,736,394
Total	\$ 24,736,394	\$ 15,424,031	\$ 53,327,846	\$ 93,488,271

The following tables represent changes in endowment funds for the years ended August 31, 2021 and 2020:

	2021			
	Net Assets Without Donor Restrictions	Net Assets with Donor Restrictions		Total
		Accumulated Gains	Original Gift	
Endowment net assets, September 1, 2020	\$ 24,736,394	\$ 15,424,031	\$ 53,327,846	\$ 93,488,271
Investment gain	4,676,747	10,885,639	950,402	16,512,788
Amounts appropriated for expenditure	(1,745,095)	(2,656,780)	-	(4,401,875)
Contributions	-	-	6,377,192	6,377,192
Write off of pledge receivable balance	(269,506)	-	-	(269,506)
Change in donor intent	-	-	1,000	1,000
Endowment net assets, August 31, 2021	\$ 27,398,540	\$ 23,652,890	\$ 60,656,440	\$ 111,707,870

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

	2020			
	Net Assets Without Donor Restrictions	Net Assets with Donor Restrictions		Total
		Accumulated Gains	Original Gift	
Endowment net assets, September 1, 2019	\$ 23,960,012	\$ 12,890,662	\$ 51,685,493	\$ 88,536,167
Investment gain	2,570,656	5,120,096	449,376	8,140,128
Amounts appropriated for expenditure	(1,794,274)	(2,586,727)	-	(4,381,001)
Contributions	-	-	1,091,089	1,091,089
Change in donor intent	-	-	101,888	101,888
Endowment net assets, August 31, 2020	<u>\$ 24,736,394</u>	<u>\$ 15,424,031</u>	<u>\$ 53,327,846</u>	<u>\$ 93,488,271</u>

Included in the original gifts of donor-restricted endowments above are contributions receivable of \$0 and \$113,798 and a charitable remainder trust of \$1,020,291 and \$863,270 as of August 31, 2021 and 2020, respectively.

During fiscal 2021 and 2020, the College, at the direction of the respective donors, reclassified certain net assets that were restricted for program purposes totaling \$1,000 and \$101,888, respectively, which were received in prior years, to net assets restricted in perpetuity for the endowment. Pursuant to the revised donor-imposed restrictions, the funds are now being used to create endowed scholarship accounts.

The College has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of income and growth, while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the College must hold in perpetuity, accumulated gains earned thereon as well as board-designated funds. Under this policy, as approved by the College's Board of Trustees, the endowment assets are invested in a manner that is intended to produce moderate to high rates of return, while assuming a moderate to low level of investment risk.

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or NYPMIFA require to retain as a fund of perpetual duration. In accordance with U.S. GAAP, deficiencies of this nature are reported in net assets with donor restrictions to the extent there are accumulated gains available to absorb such loss, or otherwise net assets without donor restrictions. There were no such deficiencies as of August 31, 2021 and 2020.

NOTE 17 - EXPENSES

Expenses are reported in the accompanying statements of activities in categories recommended by the National Association of College and University Business Officers. Operation and maintenance of plant, depreciation expense, and interest expense are allocated among the expense categories based on management's best estimate of each function's proportionate share of the total expense. The College's expense categories reported in the statements of activities are instruction, academic support, student services, institutional support, and auxiliary enterprises.

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

The table below details the College's operating expenses by natural and functional expense classification for the years ended August 31, 2021 and 2020:

	2021					Total Expenses
	Instruction	Academic Support	Student Services	Institutional Support	Auxiliary Enterprises	
Salaries and wages	\$ 12,664,592	\$ 844,721	\$ 7,405,804	\$ 5,232,440	\$ 931,824	\$ 27,079,381
Employee benefits	4,527,153	436,477	4,374,860	2,760,663	475,215	12,574,368
Supplies, services, and other	405,742	1,684,590	3,192,359	4,401,251	8,469,487	18,153,429
Utilities and insurance	946,124	159,595	805,087	651,059	531,054	3,092,919
Depreciation	1,250,337	210,910	1,063,952	860,399	701,808	4,087,406
Interest	607,688	102,418	517,058	418,057	341,062	1,986,283
	<u>\$ 20,401,636</u>	<u>\$ 3,438,711</u>	<u>\$ 17,359,120</u>	<u>\$ 14,323,869</u>	<u>\$ 11,450,450</u>	<u>\$ 66,973,786</u>

	2020					Total Expenses
	Instruction	Academic Support	Student Services	Institutional Support	Auxiliary Enterprises	
Salaries and wages	\$ 13,072,699	\$ 1,019,433	\$ 7,594,666	\$ 5,112,051	\$ 906,482	\$ 27,705,331
Employee benefits	5,033,057	514,662	4,907,928	2,322,568	439,010	13,217,225
Supplies, services, and other	752,897	1,899,366	3,663,374	3,437,870	8,583,723	18,337,230
Utilities and insurance	942,266	171,565	807,730	507,737	496,106	2,925,404
Depreciation	1,317,217	239,835	1,129,146	709,779	693,519	4,089,496
Interest	687,848	125,241	589,637	370,645	362,154	2,135,525
	<u>\$ 21,805,984</u>	<u>\$ 3,970,102</u>	<u>\$ 18,692,481</u>	<u>\$ 12,460,650</u>	<u>\$ 11,480,994</u>	<u>\$ 68,410,211</u>

NOTE 18 - COVID-19

On January 30, 2020, the World Health Organization declared the outbreak of the coronavirus disease 2019 ("COVID-19") a global health emergency and subsequently declared the COVID-19 outbreak a global pandemic in March 2020. The pandemic has adversely affected domestic and global activity, and the full impact continues to evolve as of the date of this report. In reaction to the outbreak, federal, state, and local governments have issued mandates that have disrupted businesses and resulted in an overall decline in economic activity.

During the fiscal year ended August 31, 2020, the COVID-19 pandemic forced the College to suspend in-person classes and move to a virtual environment for a portion of the spring 2020 semester. Students living in residence halls were encouraged to return to their primary residences, and subsequently all administrative buildings on campus were closed, with the exception of essential services. The College refunded prorated charges for rooms and meal plans relating to the spring 2020 semester totaling approximately \$2,800,000. The College has continued to be affected by the COVID-19 pandemic during the fiscal year ended August 31, 2021. The College experienced reductions in student enrollment for the fall 2020 semester, resulting from the governmental mandates to control the spread of the virus during that time period.

During fiscal years ended August 31, 2021 and 2020, the federal government provided higher education institutions with Higher Education Emergency Relief Funding ("HEERF"), which was allocated under various acts of Congress. The Coronavirus Aid, Relief, and Economic Securities Act ("CARES") was signed into law on March 27, 2020 and provided the College with total funding of \$1,488,258 under HEERF I. The Coronavirus Response and Relief Supplemental Appropriations Act ("CRRSAA") was signed into law on December 27, 2020 and provided the College with total funding of \$2,079,614 under HEERF II. The American Rescue Plan ("ARP") was signed into law on March 11, 2021 and provided the College with total

Wagner College

NOTES TO FINANCIAL STATEMENTS - CONTINUED

August 31, 2021 and 2020

funding of \$3,700,933 under HEERF III. Each of these awards has a student aid portion and an institutional portion. The Department of Education provided required uses of the funds for both the student portion and institutional portion and until the conditions associated with those requirements are satisfied, revenue cannot be recognized, in accordance with ASU 2018-08.

For the years ending August 31, 2021 and 2020, the College has recognized revenue as follows:

	Total Award	Revenue Recognized						Amount Remaining to be Recognized
		Institutional Portion		Student Portion		Total		
		2021	2020	2021	2020	2021	2020	
HEERF I	\$1,488,258	\$ -	\$ 744,129	\$ 27,680	\$ 716,449	\$ 27,680	\$1,460,578	\$ -
HEERF II	\$2,079,614	1,335,483	-	744,131	-	2,079,614	-	-
HEERF III	\$3,700,933	-	-	-	-	-	-	3,700,934
		<u>\$1,335,483</u>	<u>\$ 744,129</u>	<u>\$ 771,811</u>	<u>\$ 679,644</u>	<u>\$2,107,294</u>	<u>\$1,460,578</u>	<u>\$ 3,700,933</u>

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

Operation of Project

The Institution shall continue to be duly authorized to do business in the State and will operate all portions of the Project as a facility or facilities of higher education throughout the term of the Loan Agreement.

(Section 2.3(a))

Pledges and Security Interests

All corporate action on the part of the Institution to authorize such pledges and security interests in the Collateral has been duly and validly taken. The Institution shall at all times, to the extent permitted by law, defend, preserve and protect such pledge and security interest and all of the rights of the Issuer and the Bondholders under the Loan Agreement and under the Resolution against all claims and demands of all persons whomsoever.

(Section 2.3(b))

Maintenance of Corporate Existence

The Institution shall maintain its corporate existence, will continue to operate as a not-for-profit institution of higher education, shall obtain, maintain and keep in full force and effect such governmental approvals, consents, licenses, permits and accreditations as may be necessary for the continued operation of the Institution as an institution of higher education providing such programs and services as it may from time to time determine, shall not dissolve or otherwise dispose of all or substantially all of its assets and shall not consolidate with or merge into another corporation or permit one or more corporations to consolidate with or merge into it; **provided, however**, that if no Event of Default shall be continuing, then, upon prior written notice to the Issuer, the Institution 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 any other organization; **provided, further**, that in each case (a) the Institution provides a Favorable Opinion of Bond Counsel addressed to the Issuer and the Trustee relating to any such sale, transfer, consolidation, merger or acquisition, (b) the surviving, resulting or transferee corporation, as the case may be, is incorporated under the laws of the State and qualified under Section 501(c)(3) of the Code or any successor provision of federal income tax law, and (c) the surviving, resulting or transferee corporation, as the case may be, assumes in writing all of the obligations of and restrictions on the Institution under the Loan Agreement and under the Institution Documents, furnishes to the Issuer a certificate to the effect that upon such sale, transfer, consolidation, merger or acquisition such corporation shall be in compliance with applicable, laws, rules and regulations and each of the provisions of the Loan Agreement and shall meet the requirements of the Act and furnishes such other certificates and documents as the Issuer may reasonably request.

(Section 2.3(c))

Accounts and Records

The Institution shall at all times maintain proper accounts, records and books in which full and correct entries shall be made, in accordance with generally accepted accounting principles, of all transactions and events relating to the business and affairs of the Institution.

(Section 2.3(d))

Limitation on Agreements

Except as expressly provided by the Loan Agreement or by the Resolution, the Institution shall not enter into any contracts or agreements or perform any act which may adversely affect any of the assurances, interests or rights of the Issuer or the Bondholders under the Loan Agreement or under the Resolution.

(Section 2.3(e))

Information Concerning Institution

The Institution, whenever requested by the Issuer, shall provide and certify or cause to be provided and certified subject to legal restrictions, if any, such information concerning the Institution, its finances and other related topics as the Issuer from time to time reasonably determines to be necessary or desirable, including information reasonably necessary or desirable to enable the Issuer to make any reports or obtain any approvals required by law, governmental regulation or the Resolution to effect any of the transactions contemplated by the Loan Agreement or by the Resolution.

The Institution shall, if and when requested by the Issuer, provide to the Issuer reports with respect to the status of the Project. The Institution shall also furnish to the Issuer: (i) annually, not later than 180 days after the end of the Institution's fiscal year, copies of the Institution's audited financial statements and (ii) such other statements, reports and schedules describing the finances, operation and management of the Institution and such other information as the Issuer may from time to time reasonably request.

The Institution shall deliver to the Issuer each year no later than 180 days after the end of the Institution's fiscal year a compliance certificate signed by the Treasurer, Chief Financial Officer or the President of the Institution in the form attached to the Loan Agreement, together with other statistical information required by the Issuer.

The Institution shall immediately notify the Issuer and the Trustee of the occurrence of any default or any event which with notice and/or lapse of time would constitute a default under the Loan Agreement or any of the other Institution Documents. Any such notice shall be signed by an Authorized Representative of the Institution and set forth a description of the default and the steps, if any, being taken to cure said default. If no steps have been taken, the Institution shall state this fact on the notice.

The Institution shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered such further acts, instruments, conveyances, transfers and assurances, at the sole cost and expense of the Institution, as the Issuer or the Trustee reasonably deems necessary or advisable for the implementation, effectuation, correction, confirmation or perfection of the Loan Agreement and any rights of the Issuer or the Trustee under the Loan Agreement or under the Resolution.

The Institution shall furnish to the Issuer and the Trustee notice of the commencement of any proceeding by or against the Institution commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law.

(Section 2.3(f))

Compliance with Certain Requirements

The Institution shall comply with (i) all Governmental Requirements which, if not complied with, could adversely affect the Institution, its operations or financial condition or title to its properties in any material respect, and (ii) any requirement of an insurance company providing insurance to or for the benefit of the Institution. Anything contained in the paragraph of the Loan Agreement summarized in this paragraph to the contrary notwithstanding, the Institution shall have the right to contest the validity of any Governmental Requirement or the application thereof at the Institution's sole cost and expense. During such contest, compliance with the contested Governmental Requirement may be deferred by the Institution, provided that prior to commencing any action or proceeding, administrative or judicial, contesting the Governmental Requirement, the Institution notifies the Issuer of the Institution's intention to contest such Governmental Requirement and, if the Issuer requests, shall furnish to the Issuer moneys or other security, reasonably satisfactory to the Issuer, securing compliance with the contested Governmental Requirement and payment of all interest, penalties, fines, fees and expenses resulting from or in connection with such contest or the failure of the Institution to comply with the contested Governmental Requirement. Any such action or proceeding instituted by the Institution shall be commenced as soon as is reasonably possible after the assertion of the applicability to the Project or any part thereof, of the contested Governmental Requirement by a governmental authority, and shall be prosecuted to final adjudication or other final disposition with reasonable dispatch. Notwithstanding the furnishing of any bond, deposit or other security, the Institution promptly shall comply with any such Governmental Requirement and compliance shall not be deferred if at any time the Project, or any part thereof, to which such contested Governmental Requirement relates, would be in substantial danger by reason of the Institution's noncompliance with such Governmental Requirement 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 Issuer under the Loan Agreement or under the Resolution, (ii) the ability of the Issuer to enforce its rights under

the Loan Agreement or under the Resolution, (iii) the ability of the Issuer to fulfill the terms of any covenants or perform any of its obligations under the Loan Agreement or under the Resolution or (iv) the ability of the Institution to fulfill the terms of any covenants or perform any of its obligations under the Loan Agreement or under the Resolution.

(Section 2.3(g))

Prohibition Against Liens

The Institution, throughout the term of the Loan Agreement, shall not permit or create or suffer to be permitted or created any Lien upon the Project or the Collateral or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Project or any part thereof except as provided below or clause (iii) of the definition of “Permitted Encumbrances”.

Notwithstanding the provisions summarized in the immediately preceding paragraph, the Institution may in good faith contest any such Lien and, in such event, the Institution may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless, by the Institution’s nonpayment of any such item or items, the Project or any part thereof may be subject to loss or forfeiture, in which event the Institution shall promptly secure payment of all such unpaid items by filing a bond thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to protect the Project or the Issuer’s interest in any Collateral.

(Section 2.3(h))

Restriction on Religious Use

With respect to the Project or any portion thereof, so long as any of the Bonds are outstanding, the Project or portion thereof shall not be used for sectarian religious instruction or as a place of religious worship or in connection with any part of a program of a school or department of divinity for any religious denomination.

(Section 2.3(i))

Sale of the Project

The Institution shall not transfer, sell or convey any interest in the Project or any part thereof or interest therein, including development rights unless (a) the Institution provides a Favorable Opinion of Bond Counsel addressed to the Issuer and the Trustee relating to such action and (b) the transfer, sale or conveyance is a Permitted Disposition.

(Section 2.3(j))

Additional Covenants

The Institution shall comply with the additional covenants set forth in the Loan Agreement, and summarized below under the captions “Further Encumbrances”, “Additional Indebtedness” and “Debt Service Coverage Ratio”.

(Section 2.3(k))

Reserve Funds

(a) Except to the extent a deposit is made to the Debt Service Reserve Fund upon the issuance of a Series of Bonds from the proceeds of the sale of such Bonds, simultaneously with the issuance of a Series of Bonds the Institution shall deliver to the Trustee for deposit in the Debt Service Reserve Fund, moneys or Permitted Investments the value of which is at least equal to the Debt Service Reserve Fund Requirement. The Institution agrees that it will at all times maintain on deposit in the Debt Service Reserve Fund an amount at least equal to the Debt Service Reserve Fund Requirement; provided, however, that the Institution shall be required to deliver moneys or Permitted Investments to the Trustee for deposit in the Debt Service Reserve Fund as a result of a deficiency in such fund only upon receipt of the notice required by the Resolution, and provided, further, that the Institution shall not deliver to the Trustee, and the Trustee shall not accept, moneys or Permitted Investments for deposit in the Debt Service Reserve Fund unless and until all obligations of the Institution under the Loan Agreement that are due and payable have been paid.

The Institution may deliver to the Trustee a Reserve Fund Facility for all or any part of the Debt Service Reserve Fund Requirement in accordance with and to the extent permitted by Section 6.6 of the Resolution. Whenever a Reserve Fund Facility has been delivered to the Trustee and the Institution is required to restore the Debt Service Reserve Fund

Requirement, it shall reimburse directly, or pay to the Issuer an amount sufficient to reimburse, the Reserve Facility Provider in order to cause the Reserve Fund Facility to be restored to its full amount and shall then deliver additional moneys or Permitted Investments necessary to restore the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement.

(b) The delivery to the Trustee of Permitted Investments from time to time made by the Institution pursuant to the Loan Agreement for deposit to the Debt Service Reserve Fund, if applicable, shall constitute a pledge thereof, and shall create a security interest therein, for the benefit of the Issuer to secure performance of the Institution's obligations under the Loan Agreement and for the benefit of the Trustee to secure the performance of the obligations of the Issuer under the Resolution. The Institution authorizes the Issuer pursuant to the Resolution to pledge such Permitted Investments to secure payment of the principal, Sinking Fund Installments, if any, and Redemption Price of, and interest on, the Bonds, whether at maturity, upon acceleration or otherwise, and the fees and expenses of the Trustee, and to make provision for and give directions with respect to the custody, reinvestment and disposition thereof in any manner not inconsistent with the terms of the Loan Agreement and of the Resolution.

(c) All Permitted Investments deposited with the Trustee pursuant to the Loan Agreement for deposit to the Debt Service Reserve Fund, if any, shall be fully negotiable other than United States Treasury Certificates of Indebtedness State and Local Government Series ("SLGS") (subject to provisions for registration thereof) and the principal thereof and the interest, dividends or other income payable with respect thereto shall be payable to bearer or to the registered owner. All Permitted Investments in registered form shall be registered in the name of the Trustee (in its fiduciary capacity) or its nominee. Record ownership of all Permitted Investments shall be transferred promptly following their delivery to the Trustee into the name of the Trustee (in its fiduciary capacity) or its nominee. The Institution hereby appoints the Trustee its lawful attorney-in-fact for the purpose of effecting such registrations and transfers.

(d) The Institution by the Loan Agreement agrees that upon each delivery to the Trustee of Permitted Investments, whether initially or upon later delivery or substitution, the Institution shall deliver to the Issuer and the Trustee a certificate of an Authorized Officer of the Institution to the effect that the Institution warrants and represents that the Permitted Investments delivered by the Institution (i) are on the date of delivery thereof free and clear of any lien, pledge, charge, security interest or other encumbrance or any statutory, contractual or other restriction that would be inconsistent with or interfere with or prohibit the pledge, application or disposition of such Permitted Investments as contemplated by the Loan Agreement or by the Resolution and (ii) are pledged under the Loan Agreement pursuant to appropriate corporate action of the Institution duly had and taken.

(e) Prior to the initial delivery of Permitted Investments (other than moneys) to the Trustee pursuant to the Loan Agreement for deposit to the Debt Service Reserve Fund and upon any later delivery or substitution, the Institution will, at its cost and expense, provide to the Issuer, the provider of a Credit Facility and the Trustee a written opinion of counsel satisfactory to the Issuer to the effect that the Institution has full corporate power and authority to pledge such Permitted Investments as security in accordance with the Loan Agreement, such Permitted Investments have been duly delivered by the Institution to the Trustee, such delivery creates a valid and binding pledge and security interest therein in accordance with the terms of the Loan Agreement and of the Resolution, and nothing has come to the attention of such counsel that would lead it to believe that the Permitted Investments delivered by the Institution are not free and clear of all liens, pledges, encumbrances and security interests or are subject to any statutory, contractual or other restriction which would invalidate or render unenforceable the pledge and security interest therein, or the application or disposition thereof, contemplated by the Loan Agreement or by the Resolution. In lieu of providing a written opinion of counsel to the Institution as required in the Loan Agreement after every substitution of Permitted Investments in the Debt Service Reserve Fund, the Institution may provide such written opinion of counsel after the first substitution provided that it shall furnish to the Issuer, the provider of a Credit Facility and the Trustee, once in every calendar quarter (in the first week of each January, April, July and October) thereafter in which a substitution is made, a further written opinion of counsel to the Institution to the effect that all Permitted Investments deposited into any fund or account established under the Resolution or the Series Resolution, to and including the date of such opinion of counsel, comply with the requirements of this paragraph.

(Section 2.4)

Financing and Refinancing of Project

The Institution agrees, and covenants and warrants to the Issuer that the proceeds of the Bonds will be used to finance and/or refinance, as applicable, the Costs of the Project and other purposes authorized by the Resolution.

The Institution agrees that, whether or not there are sufficient moneys available to it under the provisions of the Resolution and under the Loan Agreement, the Institution 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 description in the Loan Agreement and in the Official Statement. The Issuer makes no representation, express or implied, that the net proceeds of the Bonds will be sufficient to pay all costs to complete the Project. In the event that the moneys in the Construction Fund are not sufficient to pay in full all costs of the Project, the Institution agrees to pay all such sums as may be in excess of the moneys available therefor and necessary to complete the Project.

(Section 3.1)

Loan of Bond Proceeds

The Issuer agrees to loan the proceeds of the Bonds to the Institution in accordance with the provisions of the Loan Agreement. Such Bond proceeds shall be disbursed to the Institution in accordance with the provisions of the Resolution and of the Loan Agreement.

(Section 4.1)

Loan Payments and Other Amounts Payable

Except to the extent that moneys are available therefor under the Resolution or under the Loan Agreement, including moneys in the Debt Service Fund (other than moneys 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 Institution hereby unconditionally agrees to pay, so long as Bonds are Outstanding from its general funds or any other moneys legally available to it:

(i) On or before the date of delivery of the Bonds, the Issuer Fee agreed to by the Issuer and the Institution 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 such 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 Loan Repayment Date, Loan Repayments, subject to adjustment from time to time as a result of events including but not limited to prepayment(s) and interest rate adjustment(s), if applicable;

(iv) On or before any Redemption Date, the amount required to pay the Redemption Price or purchase price of such Bonds, together with the amount of any fees or expenses charged or incurred by the Issuer to effectuate the redemption or defeasance of such Bonds;

(v) On December 10 of each Bond Year one-half (1/2) of the Annual Administrative Fee payable during such Bond Year in connection with the Bonds, and on June 10 of each Bond Year the balance of the Annual Administrative Fee payable during such Bond Year; *provided, however*, that the Annual Administrative Fee with respect to the Bonds payable during the Bond Year during which such Annual Administrative Fee became effective shall be equal to the Annual Administrative Fee with respect to the Bonds multiplied by a fraction the numerator of which is the number of calendar months or parts thereof remaining in such Bond Year and the denominator of which is twelve (12);

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

(vii) Promptly after notice from the Issuer, 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 Issuer (A) for the Issuer Fee then unpaid, (B) to reimburse the Issuer for payments made by it under the Loan Agreement, (C) to reimburse the Issuer for any external costs or expenses incurred by it attributable to the issuance of the Bonds or the financing or construction of a Project, including but not limited to any fees or other amounts payable by the Issuer under a Remarketing Agreement, a Credit Facility or a Liquidity Facility, (D) for the costs and expenses incurred by the Issuer to compel full and punctual performance by the Institution of all the provisions of the Loan Agreement or of the Resolution in accordance with

the terms thereof and (E) for the fees and expenses of the Trustee and any paying agent in connection with performance of their duties under the Resolution; and

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

In addition to the Loan Payments, throughout the Loan Term, the Institution shall pay to the Issuer as additional loan payments, within fifteen (15) days of the receipt of demand therefor, an amount equal to the sum of the out-of-pocket expenses of the Issuer actually incurred (i) by reason of the Issuer's financing of the Project, or (ii) in connection with the carrying out of the Issuer's duties and obligations under the Issuer Documents, the payment of which is not otherwise provided for under the Loan Agreement; or (iii) on account of any payments made by the Issuer for the purpose of fulfilling the Institution's obligations under the Loan Agreement.

In addition, the Institution shall pay as additional loan payments within fifteen (15) days after receipt of a written demand therefor the Ordinary Expenses and Extraordinary Expenses payable by the Issuer to the Trustee pursuant to and under the Resolution.

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

The Issuer hereby directs the Institution, and the Institution hereby agrees, to make certain payments required by the Loan Agreement directly to the Trustee for deposit and application in accordance with the Resolution, certain payments directly to the Trustee for deposit in the Construction Fund or other fund established under the Resolution, as directed by the Issuer, and certain payments directly to the Issuer.

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

The Issuer, for the convenience of the Institution, may, in its sole discretion, furnish to the Institution statements of the due date, purpose and amount of payments to be made pursuant to the Loan Agreement. Neither the failure to furnish such statements nor any error contained in such statements shall excuse non-payment of the amounts payable under the Loan Agreement at the time and in the manner provided by the Loan Agreement.

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

(Section 4.2)

Obligations of Institution under the Loan Agreement Unconditional

The Loan Agreement and the obligations of the Institution to make payments thereunder are general obligations of the Institution. The obligations of the Institution 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 Institution may otherwise have against the Issuer, the Trustee or any Holder of Bonds for any cause whatsoever including, without limiting the generality of the foregoing, failure of the Institution to complete the Project or the completion thereof with defects, failure of the Institution to occupy or use the Project, any declaration or finding that the Bonds are or the Resolution is invalid or unenforceable or any other failure or default by the Issuer or the Trustee; **provided, however**, that nothing in the Loan Agreement shall be construed to release the Issuer from the performance of any agreements on its part contained in the Loan Agreement or any of its other duties or obligations, and in the event the Issuer shall fail to perform any such agreement, duty or obligation, the Institution may, subject to the provisions of the Loan Agreement, institute such action as it may deem necessary to compel performance or to recover damages for the Issuer's willful misconduct.

(Section 4.3)

Security Interest

The Institution acknowledges that the payments by the Institution under the Loan Agreement are pledged as security for payment of the principal of, and Redemption Price of and interest on the Bonds. In addition, to secure payment of all loan payments and other sums owing by the Institution under the Loan Agreement and to secure the payment and performance of all debts, liabilities and obligations of the Institution under all of the Institution Documents, the Institution grants a security interest to the Issuer in the Collateral pursuant to the applicable Security Agreement and, with respect to any Shared Collateral, subject to the provisions of the Intercreditor Agreement. The security interest referred to in the Loan Agreement shall (except with respect to the Issuer's Unassigned Rights) be assigned by the Issuer to the Trustee.

(Section 4.6)

Maintenance and Modifications of Project by Institution

The Institution, throughout the term of the Loan Agreement, shall, at its own expense, hold, operate and maintain the Project in a careful, prudent and economical manner, and keep the same, with the appurtenances and every part and parcel thereof, in good repair, working order and safe condition and shall from time to time make all necessary and proper repairs, replacements and renewals so that at all times the operation of the Project may be properly and advantageously conducted. The Institution shall have the right to remove or replace any type of fixtures, furnishings and equipment in the Project which may have been financed by the proceeds of the sale of the Bonds provided that such fixtures, furnishings and equipment continue to be used for purposes permitted under the Tax Certificate or as otherwise permitted in a Favorable Opinion of Bond Counsel delivered by the Institution to the Issuer and the Trustee. The Institution shall pay at its own expense all extraordinary costs of maintaining, repairing and replacing the Project except insofar as funds are made available therefor from proceeds of insurance, condemnation or eminent domain awards.

(Section 5.1)

Liens, Utilities and Access

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

(Section 5.3)

Taxes, Assessments and Utility Charges

The Institution shall pay when due at its own expense, and hold the Issuer harmless from, all taxes, assessments, water and sewer charges and other impositions, if any, which may be levied or assessed upon the Institution or any of its property. The Institution shall file exemption certificates as required by law. The Institution agrees to exhibit to the Issuer within ten (10) days after written demand by the Issuer, certificates or receipts issued by the appropriate authority showing full payment of all taxes, assessments, water and sewer charges and other impositions; **provided**,

however, the Institution may, in good faith, contest any such taxes, assessments and other charges. In the event of any such proceedings, the Institution shall pay such taxes, assessments or other charges so contested, or, at its option, allow the same to remain unpaid during the period of such proceedings and any appeal therefrom, **provided, however**, that (i) neither the Project nor any part thereof or interest therein would be in any immediate danger of being sold, forfeited or lost by reason of such proceedings, and (ii) the Institution shall have set aside on its books adequate reserves with respect thereto and shall have furnished such security, if any, as may be required in such proceedings.

(Section 5.4)

Insurance Required

The Institution agrees to maintain or cause to be maintained insurance with insurance companies or by means of 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 Institution, 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 Institution shall at all times also maintain worker's compensation coverage and disability benefits insurance coverage as required by the laws of the State.

(Section 5.5)

Damage or Condemnation

Any insurance, condemnation or eminent domain proceeds received by the Institution shall either be: (i) applied to the cost of replacing, repairing, rebuilding, restoring or relocating the Project; (ii) paid to the Trustee for deposit to the Debt Service Fund and applied to the purchase or redemption of Outstanding Bonds; or (iii) used for any other purpose for which the Institution provides a Favorable Opinion of Counsel to the Issuer and the Trustee.

All such repair, replacement, rebuilding, restoration or relocation of the Project (or such portion thereof) shall be effected with due diligence in a good and workmanlike manner in compliance with all applicable legal requirements and shall be promptly and fully paid for by the Institution in accordance with the terms of the applicable contracts.

If any portion of the Project shall be damaged or destroyed (in whole or in part) at any time during the term of the Loan Agreement: (i) there shall be no abatement or reduction in the amounts payable by the Institution under the Loan Agreement (whether or not such portion of the Project is replaced, repaired, rebuilt, restored or relocated); and (ii) the Issuer shall have no obligation to replace, repair, rebuild, restore or relocate the Project or any portion of the Project.

(Section 6.1)

Investment of Funds

The Institution acknowledges that the Issuer shall direct the investment of moneys held under the Resolution as provided therein and that no representation or warranty has been made by the Issuer with respect to interest rates on, or the amount to be earned as a result of, any such investment. The Issuer shall regularly consult with the Institution regarding any investments of funds being held in the Construction Fund. Neither the Issuer nor the Trustee shall have any liability arising out of or in connection with the making of any investment authorized by the provisions of the Resolution in the manner provided therein, for any depreciation in value of any investment or for any loss, direct or indirect, resulting from any such investment. The Issuer hereby agrees that it shall direct the making of investments as permitted by the Resolution as soon as practicable when moneys are legally available therefor.

(Section 7.6)

Arbitrage; Tax Exemption

The Institution covenants and agrees that it shall not perform any act or enter into any agreement or omit to take any action that would adversely affect its status as an organization described in Section 501(c)(3) of the Code and shall conduct its operations in a manner which conforms to the standards necessary to qualify the Institution as a charitable organization within the meaning of Section 501(c)(3) of the Code or any successor provisions of federal income tax law.

(Section 8.2)

The Issuer and the Institution covenant that they will comply with the provisions of the Code required to preserve the exclusion from gross income of interest on the Bonds for Federal income tax purposes, and shall not take or omit to

take any action if such action or omission would cause the interest in the Bonds to be includable in gross income under Section 103 of Code.

The Issuer and the Institution each covenant that it will not take any action or fail to take any action which would cause any of its representations contained in the Tax Certificate to be untrue and shall comply with all its covenants contained in the Tax Certificate, unless the Issuer or the Institution, as applicable, provides the other party with a Favorable Opinion of Bond Counsel relating to the taking or failing to take such action or the failing to comply with its covenants under the Tax Certificate.

Except with a Favorable Opinion of Bond Counsel addressed to the Issuer and the Trustee, neither the Institution nor any related party to the Institution (as defined in Treas. Reg. §1.150-1(b)) shall purchase any of the Bonds in an amount related to the obligation represented by the Loan Agreement.

(Section 8.3)

Events of Default and Remedies

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

(i) the Institution 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 or on behalf of the Institution in accordance with the Loan Agreement and the Resolution, and such default continues for a period in excess of seven (7) days; or

(ii) the Institution defaults in the due and punctual performance of any other covenant contained in such Loan Agreement (other than those designated in (i) above) or breaches any representation made 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 Institution by the Issuer or the Trustee; *provided, however*, that, if in the determination of the Issuer such default cannot be corrected within such thirty (30) day period but can be corrected by appropriate action, it shall not constitute an Event of Default if corrective action is instituted by the Institution within such period and is diligently pursued until the default is corrected and in any event, not to exceed ninety (90) days; or

(iii) as a result of any default in payment or performance required of the Institution under the Loan Agreement or any other Event of Default under the Loan Agreement, whether or not declared, continuing or cured, the Issuer 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, a provider of a Credit Facility or Liquidity Facility or Holders of the Bonds shall be seeking the enforcement of any remedy under the Resolution as a result thereof; or

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

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

(vi) the charter or certificate of incorporation of the Institution or any license necessary to operate the Project shall be suspended or revoked; or

(vii) a petition to dissolve the Institution shall be filed by the Institution with the legislature of the State, the Attorney General of the State or other governmental authority having jurisdiction over the Institution; or

(viii) an order of dissolution of the Institution shall be made by the legislature of the State or other governmental authority having jurisdiction over the Institution, which order shall remain undismissed or unstayed for an aggregate of thirty (30) days; or

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

(x) an order of a court having jurisdiction shall be entered directing or providing for the sale, disposition or distribution of all or substantially all of the property belonging to the Institution, which order shall remain undismissed or unstayed for the earlier of (A) three (3) Business Days prior to the date provided for in such order for such sale, disposition or distribution or (B) an aggregate of thirty (30) days from the date such order shall have been entered; or

(xi) a final judgment for the payment of money, at least one million dollars (\$1,000,000) of which is not covered by insurance or reserves set aside by the Institution, shall be rendered against the Institution and at any time after forty-five (45) days from the entry thereof, (A) such judgment shall not have been discharged or paid, or (B) the Institution shall not have taken and be diligently prosecuting an appeal therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, and shall not have caused, within forty-five (45) days, the execution of or levy under such judgment, order, decree or process or the enforcement thereof to have been stayed pending determination of such appeal; or

(xii) the occurrence and continuance of an event of default under (A) any Security Agreement or any Mortgage; or (B) any agreement executed in connection with any Shared Collateral and, upon such default, (y) the principal of any indebtedness secured by such Shared Collateral may be declared to be due and payable or (z) the lien upon or pledge may be foreclosed or realized upon.

Upon the occurrence and continuance of an Event of Default, the Issuer may take any one or more of the following actions:

- (i) declare all sums payable by the Institution under the Loan Agreement immediately due and payable;
- (ii) withhold any and all payments, advances and reimbursements from the proceeds of Bonds or the Construction Fund or otherwise to which the Institution may otherwise be entitled under the Loan Agreement apply any such proceeds or moneys for such purposes as are authorized by the Resolution;
- (iii) maintain an action against the Institution under the Loan Agreement to recover any sums payable by the Institution or to require its compliance with the terms of the Loan Agreement, any Mortgage or any Security Agreement;
- (iv) pursuant to the terms of any Security Agreement or any Mortgage, take or cause to be taken any and all actions necessary to implement any available remedies with respect to Collateral under any Security Agreement or any Mortgage; and
- (v) take any action necessary to enable the Issuer to realize on its Liens under the Loan Agreement or by law, and any other action or proceeding permitted by the terms of the Loan Agreement or by law.

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

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 Issuer may annul any declaration made or action taken pursuant to the Loan Agreement and its consequences if such Event of Defaults shall be cured. No such annulment shall extend to or affect any subsequent default or impair any right consequent thereto.

(Section 9.1)

Termination

The Loan Agreement shall remain in full force and effect until no Bonds related thereto are Outstanding and until all other payments, expenses and fees payable thereunder by the Institution shall have been made or provision made for the payment thereof; ***provided, however,*** that certain liabilities and the obligations of the Institution to provide

reimbursement for or indemnification against expenses, costs or liabilities made or incurred pursuant to the Loan Agreement shall nevertheless survive any such termination.

(Section 10.1)

Amendments, Changes and Modifications

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

(Section 11.4)

Further Assurances

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

(Section 11.7)

Further Encumbrances

The Institution shall not create or permit any additional Liens on the Core Campus, except for:

- (i) Permitted Encumbrances; and
- (ii) mortgages and/or security agreements that encumber the Core Campus in order to secure Additional Indebtedness, provided that the Institution contemporaneously grants to the Issuer and the Trustee as further security for the Bonds a Mortgage and/or Security Agreement of equal priority with such mortgage or security agreement securing the Additional Indebtedness, which shall constitute Shared Collateral and which shall be subject to an Intercreditor Agreement.

(Section 2 of Exhibit D to the Loan Agreement)

Additional Indebtedness

Except as otherwise described below, the Institution covenants that it will not issue, incur, assume or guarantee any Additional Indebtedness.

- (i) The Institution may issue, incur, assume or guarantee Additional Indebtedness (including Additional Bonds and indebtedness under a Credit Facility) if the following conditions are satisfied: (1) the amount of additional Long-Term Indebtedness issued in any year is less than or equal to 10% of the value of the Institution's net assets without donor restrictions plus net assets with donor restrictions for purpose or time as reported on the most recent annual audited financial statements of the Institution, or (2) if the amount of such new Long-Term Indebtedness issued is in excess of 10% of the value of the Institution's net assets without donor restrictions plus net assets with donor restrictions for purpose or time as reported on the most recent annual audited financial statements of the Institution, then the Institution must provide to the Trustee, the Issuer and the Disclosure Dissemination Agent (as defined in the continuing disclosure agreement with respect to the Bonds) a certificate of an Authorized Officer of the Institution and pro forma calculations to the Trustee, the Issuer and the Disclosure Dissemination Agent (as defined in the continuing disclosure agreement with respect to the Bonds) demonstrating that the Institution's required Debt Service Coverage Ratio would be met, based on the annual audited financial statements of the Institution for the most recently ended Fiscal Year, except as noted below, taking into account the Debt Service Requirement on the Additional Indebtedness, provided that, for purposes of calculating such pro forma Debt Service Coverage Ratio, the Institution's projected Maximum Annual Debt Service shall be used to determine compliance instead of the then-applicable Debt Service Requirement, and provided further that, if the Additional Indebtedness is to finance a project or asset that is expected to generate additional revenues, then such revenues, net of anticipated expenses, may be included in the pro forma calculations of the Debt Service Coverage Ratio requirement.

- (ii) Additional Indebtedness issued, incurred, assumed or guaranteed in accordance with the conditions described in clause (i) above may be secured by a security interest in the Gross Receipts on parity with the security interest in the Gross Receipts securing the Loan Agreement, subject to the prior execution and delivery of a commercially reasonable parity Intercreditor Agreement.
- (iii) Notwithstanding the foregoing, the Institution may issue, incur, assume or guaranty (i) Non-Recourse Indebtedness without limitation provided that any assets pledged as collateral or for the repayment of such Indebtedness must have been acquired by the Institution after the issuance of the Bonds, (ii) Refunding Indebtedness without limitation so long as the Maximum Annual Debt Service would not be increased in any future Fiscal Year by more than 10%, and (iii) Short-Term Indebtedness.

(Section 3 of Exhibit D to the Loan Agreement)

Rate Covenant (Debt Service Coverage Ratio)

(i) Subject to any governmental restrictions, its fiduciary obligations and limitations imposed by law (“Legal Limitations”), the Institution agrees to charge and collect rates and charges which, together with any other moneys legally available to it, shall provide moneys sufficient at all times: (a) to make the payments required by this Loan Agreement and comply with this Loan Agreement in all other respects, and (b) to satisfy all other obligations of the Institution in a timely fashion. Without limiting the generality of the foregoing and subject to Legal Limitations, the Institution shall charge and collect rates and charges that, together with any other moneys legally available to it in each Fiscal Year, will produce moneys at least sufficient to meet operating expenses for such Fiscal Year (excluding from revenues and expenses extraordinary items and excluding from expenses depreciation but including interest on and amortization of Long-Term Indebtedness).

(ii) The Institution will establish, charge and collect tuition, student fees and charges for services provided by the Institution and any auxiliary operations such that the Debt Service Coverage Ratio for each Fiscal Year shall be not less than 1.1:1. Within sixty (60) days after audited financial statements of the Institution are released for each Fiscal Year, the Institution shall furnish to the Trustee, the Issuer and the Disclosure Dissemination Agent (as defined in the continuing disclosure agreement with respect the Bonds) a letter stating whether the Debt Service Coverage Ratio was met for such Fiscal Year. If the Institution fails to meet the foregoing covenant for any Fiscal Year, it shall promptly retain a Consultant to make a report and recommendation with respect to such tuition, student fees and other charges, and with regard to operations of the Institution. Upon receipt of such report and recommendation from the Consultant, the Institution shall within ninety (90) days of the receipt of such report and recommendation describe in writing to the Trustee, the Issuer and the Disclosure Dissemination Agent (as defined in the continuing disclosure agreement with respect the Bonds) what action, if any, the Institution shall take upon the report and recommendation of the Consultant. Notwithstanding any other provision of the Loan Agreement, failure to maintain the required Debt Service Coverage Ratio for any Fiscal Year shall not result in an Event of Default under the Loan Agreement unless (A) the Institution shall have failed to take the foregoing steps, (B) the Institution shall have failed to maintain the required Debt Service Coverage Ratio for two consecutive Fiscal Years, or (C) the Debt Service Coverage Ratio shall have been less than 1:1.

(Section 4 of Exhibit D to the Loan Agreement)

Liquidity Covenant

So long as the Bonds remain Outstanding, within sixty (60) days after audited financial statements of the Institution are released for each Fiscal Year, the Institution shall furnish to the Trustee, the Issuer and the Disclosure Dissemination Agent (as defined in the continuing disclosure agreement with respect the Bonds) a letter confirming that available assets as of the end of such Fiscal Year are at least equal to 40% of outstanding Long-Term Indebtedness. For purposes of the foregoing, “available assets” means the sum of all cash and cash equivalents, investments and assets held by or for the benefit of the Institution, including amounts held by any trustees under bond indenture agreements (exclusive of amounts held by trustees attributable to Non-Recourse Indebtedness) and other reserve funds held by any trustee or Credit Facility provider in respect of any Credit Facilities, less all funds held in perpetuity by the Institution, all as shown on the audited financial statements of the Institution, determined in accordance with generally accepted accounting principles then applicable to the Institution. If the Institution fails to meet the foregoing covenant for two consecutive Fiscal Years it shall promptly retain a Consultant to make a report and recommendation with respect to such available assets and with regard to operations of the Institution. Notwithstanding any other

provision of the Loan Agreement, however, failure to maintain the foregoing minimum ratio shall not result in an Event of Default under the Loan Agreement.

(Section 5 of Exhibit D to the Loan Agreement)

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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 2022 Bonds. This summary does not purport to be complete and reference is made to the Resolution for full and complete statements of such and all provisions. The headings below are not part of the Resolution but have been added for ease of reference only. Defined terms used herein shall have the meanings ascribed to them in Appendix A or in the body of this Official Statement.

Resolution and Bonds Constitute a Contract

With respect to each Series of Bonds, in consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued under the Resolution and under a Series 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 Issuer, 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 Issuer shall be for the equal and ratable benefit, protection and security of the Holders of any and all of such Bonds of that Series, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any such Bonds of that Series over any other Bonds of that Series except as expressly provided in or permitted by the Resolution.

(Section 2.2)

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, the Issuer's security interests in the Collateral Security and the applicable Series Resolution (other than the Unassigned Rights and subject to the provisions of any Intercreditor 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 under the Resolution 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 Issuer under the Resolution and under the Series Resolution authorizing the issuance of such Series of Bonds, all in accordance with the provisions of the Resolution and the Series Resolution.

The pledges made by the Resolution 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 Issuer'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 having claims of any kind in tort, contract or otherwise against the Issuer 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 Issuer 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 therein and the Issuer's security interest in the Collateral Security pledged by the Resolution as provided therein.

The Bonds of each Series shall be separately secured one from another by the Loan Agreement entered into in connection with a particular Series of Bonds, the Revenues derived from such Loan Agreement, and the Collateral Security given to secure the Institution's obligations under such Loan Agreement, and only the Bonds of the Series in connection with which such Loan Agreement was entered into shall be secured by such Loan Agreement except as otherwise expressly permitted by the Resolution or the Series Resolution or Certificate of Determination relating to such Series and by the terms of the applicable Loan Agreement.

(Section 2.3)

Assignment of Rights and Remedies to Trustee

As security for the payment of the principal, Sinking Fund Installments, if any, and Redemption Price of, and interest on, the Outstanding Bonds of a Series and for the performance of each other obligation of the Issuer under the Resolution and for the performance of each other obligation of the Institution thereunder, under the Resolution the

Issuer grants, pledges and assigns to the Trustee, all of the Issuer's estate, right, title, interest and claim in, to and under (other than the Unassigned Rights and subject to the provisions of any Intercreditor Agreement) the related Loan Agreement and the Collateral Security for such Loan Agreement, together with all rights, powers, security interests, privileges, options and other benefits of the Issuer under such Loan Agreement and Collateral Security, including, without limitation, the immediate and continuing right to receive, enforce and collect (and to apply the same in accordance with the Resolution) all Revenues, insurance proceeds, sale proceeds and other payments and other security now or hereafter payable to or receivable by the Issuer under such Loan Agreement, including without limitation the right to declare the indebtedness under such Loan Agreement immediately due and payable and to foreclose, sell or otherwise realize upon such Collateral Security, and the right to make all waivers and agreements in the name and on behalf of the Issuer, as Trustee for the benefit of the Bondholders, and to perform all other necessary and appropriate acts under such Loan Agreement. Such assignment shall be made by the execution and delivery to the Trustee of documents of assignment in form and substance reasonably acceptable to the Trustee. The Trustee shall accept such grant, pledge and assignment which acceptance shall be evidenced in writing and signed by an Authorized Officer of the Trustee in form and substance reasonably satisfactory to the Issuer.

Notwithstanding anything to the contrary in the Resolution or the Loan Agreement, the Issuer shall have no obligation to and instead the Trustee, in accordance with the Resolution or the Loan Agreement, shall have the right, without any direction from or action by the Issuer, to take any and all steps, actions and proceedings, to enforce any or all rights of the Issuer under the Resolution and the Loan Agreement (other than the Issuer's Unassigned Rights), including, without limitation, the rights to enforce the remedies upon the occurrence and continuation of an Event of Default and the obligations of the Institution under the Loan Agreement.

(Section 2.4)

Additional Obligations

The Issuer 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 Issuer, so long as such bonds, notes or other obligations are not, or such other indebtedness is not, except as permitted by 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 Issuer and Holders of Bonds as provided by the Resolution.

(Section 3.5)

Authorization of Redemption

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

(Section 5.1)

Optional Redemption

If permitted by the Series Resolution or Certificate of Determination relating to the Series of Bonds, the Institution shall give written notice, which notice has been acknowledged in writing by the Issuer, to the Trustee of its election or direction to redeem, of the Series and of the principal amounts of the Bonds of each maturity of such Series to be redeemed. The Series maturities and principal amounts thereof to be redeemed at the election or direction of the Issuer shall be determined by the Institution in its direction to the Trustee, subject to any limitations with respect thereto contained in the Resolution or in the Series Resolution authorizing such Series or the applicable Certificate of Determination. Such notice shall be given to the Trustee at least forty-five (45) days prior to the date on which such Bonds are to be redeemed, or such lesser number of days as shall be acceptable to the Trustee. Unless the notice of redemption required by the Resolution provides that the redemption is subject to the condition that moneys for payment of the Redemption Price is available on the redemption date, such notice shall not be given unless prior to the date such notice is given the Trustee then holds money for payment of the Redemption Price sufficient to redeem, on the redemption dates at the Redemption Price thereof, together with interest accrued and unpaid thereon to the redemption date, all of the Bonds to be so redeemed. For purposes of determining the amount required to be paid pursuant to the preceding sentence when Variable Interest Rate Bonds are to be redeemed, the amount shall be

determined in the manner established therefore by the Series Resolution authorizing such Bonds or the Certificate of Determination applicable thereto.

(Section 5.2)

Mandatory Sinking Fund Redemption

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

(Section 5.3)

Selection of Bonds to Be Redeemed

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

(Section 5.4)

Notice of Redemption

Whenever Bonds are to be redeemed, the Trustee shall give notice of the redemption of the Bonds in the name of the Issuer which notice shall specify: (i) the Bonds to be redeemed which shall be identified in accordance with the Resolution, the maturity dates and interest rates of the Bonds to be redeemed and the date such Bonds were issued; (ii) the numbers and other distinguishing marks of the Bonds to be redeemed, including CUSIP numbers; (iii) the redemption date; (iv) the Redemption Price; (v) the principal amount of each Bond to be redeemed; (vi) that, except in the case of Book-Entry Bonds, such Bonds will be redeemed at the principal corporate trust office of the Trustee giving the address thereof and the name and telephone number of a representative of the Trustee to whom inquiries may be directed; (vii) that no representation is made as to the correctness of the CUSIP number either as printed on the Bonds or as contained in such notice and that an error in a CUSIP number as printed on such Bond or as contained in such notice shall not affect the validity of the proceedings for redemption; and (viii) if the Issuer's obligation to redeem the Bonds is subject to conditions, a statement that describes the condition to such redemption. Any such notice of redemption under the Resolution which states that it is conditional upon receipt by the Trustee of money sufficient to pay the Redemption Price of such Bonds or upon the satisfaction of any other condition, may be rescinded at any time before payment of such Redemption Price if any such condition so specified is not satisfied. Notice of such rescission shall be given by the Trustee to affected Bondholders as promptly as practicable upon the failure of such condition or the occurrence of such other event.

Such notice shall further state that on such date there shall become due and payable upon each Bond of a Series to be redeemed the Redemption Price thereof, together with interest accrued and unpaid thereon to the redemption date, and that, from and after such date, payment having been made or provided for, interest thereon shall cease to accrue. Such notice shall be given not less than twenty (20) days nor more than forty-five (45) days prior to the redemption date or, in the case of Variable Interest Rate Bonds or Option Bonds, such shorter period as shall be established by the Series Resolution authorizing such Bonds or the Certificate of Determination relating thereto, but in no event less than fifteen (15) days prior to the redemption date. Such notice shall be given to Bondholders in accordance with the Resolution and to EMMA. Upon giving such notice, the Trustee shall promptly certify to the Issuer that it has mailed or caused to be mailed such notice to the Holders of the Bonds to be redeemed in the manner provided in the Resolution. Such certificate shall be conclusive evidence that such notice was given in the manner required by the Resolution. The failure of any Holder of a Bond of a Series to be redeemed to receive such notice shall not affect the validity of the proceedings for the redemption of the Bonds.

(Section 5.5)

Payment of Redeemed Bonds

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

(Section 5.6)

Purchase of Purchased Bonds

Whenever Bonds are to be purchased at the election of the Institution, written notice thereof and of the Bonds of the Series and maturity to be so purchased having been given by the Institution to the Issuer, the Trustee, and each applicable provider of a Credit Facility, the Trustee shall select the particular Bonds of such Series and maturity to be so purchased in the same manner as provided by the Resolution for the selection of Bonds to be redeemed in part. Promptly thereafter the Trustee shall give notice of the purchase of the Bonds at the times and in the manner provided in the Series Resolution authorizing such Bonds or the Certificate of Determination related thereto. The Trustee shall not give such notice unless prior to the date such notice is given, the Institution has caused to be delivered to the Trustee the written consent to such purchase of the Issuer and each applicable provider of a Credit Facility. All such purchases may be subject to conditions of the Issuer, the Trustee and any provider of a Credit Facility to the Institution's obligation to purchase such Bonds and shall be subject to the condition that money for the payment of the purchase price therefor is available on the date set for such purchase. Notice of purchase having been given in the manner required by the Series Resolution authorizing the Bonds to be so purchased or the Certificate of Determination relating thereto, then, if sufficient money to pay the purchase price of such Bonds is held by the Trustee, the purchase price of the Bonds or portions thereof so called for purchase shall become due and payable on the date set for purchase, upon presentation and surrender of such Bonds (other than Book Entry Bonds) to be purchased at the office or offices specified in such notice, and, in the case of Bonds presented by other than the registered owner, together with a written

instrument of transfer duly executed by the registered owner or his duly authorized attorney. Payment of the purchase price of other than Book Entry Bonds shall be made, upon the request of the registered owner of one million dollars (\$1,000,000) or more in principal amount of Bonds to be so purchased, by wire transfer to such registered owner at the wire transfer address in the continental United States to which such registered owner has prior to the purchase date directed in writing the Trustee to wire such purchase price. Bonds so purchased shall be considered to be Outstanding and each such Bond so purchased that is not a Book Entry Bond shall be registered in the name or at the direction of the Institution.

(Section 5.7)

Establishment of Funds and Accounts

The following funds shall be established by the applicable Series Resolution in accordance with the Resolution, which funds shall be for the sole benefit of and solely secure the Series of Bonds authorized by such Series Resolution:

Construction Fund, if any;
Debt Service Fund; and
Debt Service Reserve Fund, if any.

The Issuer is authorized in connection with the issuance of a Series of Bonds to establish such other funds, together with accounts and subaccounts established within such funds, in connection with such Series of Bonds as the Issuer or the Trustee deems proper, necessary or desirable. In addition to the funds and accounts required to be established by or pursuant to each Series Resolution, the Resolution establishes an Arbitrage Rebate Fund to be held by the Trustee as custodian for the Issuer, which fund is not pledged to the payment of any Bonds.

All money at any time deposited in any such fund, account or subaccount created and pledged by the Resolution shall be held in trust for the benefit of the Holders of the Outstanding Bonds secured thereby, but shall nevertheless be disbursed, allocated and applied solely for the uses and purposes provided in the Resolution or in the applicable Series Resolution. Notwithstanding the foregoing provisions and except as otherwise provided in the Series Resolution or Certificate of Determination relating to such Series of Bonds, (i) the proceeds derived from the remarketing of Option Bonds tendered or deemed to have been tendered for purchase in accordance with the Series Resolution authorizing the issuance of such Bonds or the Certificate of Determination relating to such Bonds or derived from a Liquidity Facility relating to such Bonds, and any fund or account established by or pursuant to such Series Resolution for the payment of the purchase price of Option Bonds so tendered or deemed to have been tendered, shall not be held in trust for the benefit of the Holders of Bonds other than such Option Bonds and are pledged for the payment of the purchase price of such Option Bonds, and (ii) any fund or account established by or pursuant to such Series Resolution for repayment of advances made under a Liquidity Facility for payment of the purchase price of Option Bonds, shall not be held in trust for the benefit of the Holders of Bonds other than such Option Bonds, and may be pledged to the provider of such Liquidity Facility.

(Section 6.1)

Application of Moneys in the Construction Fund

As soon as practicable after the delivery of a Series of Bonds, the Trustee shall deposit in the Construction Fund established in connection with such Series of Bonds, if any, the amount required to be deposited therein pursuant to the Resolution. In addition, the Trustee shall deposit in such Construction Fund all amounts paid by the Institution which by the terms of the Loan Agreement executed in connection with such Series of Bonds are required to be deposited therein for the acquisition, construction, reconstruction, renovation or equipment of any Project, including the proceeds of any insurance of condemnation award to be so applied.

Except as otherwise provided in the Resolution and in any applicable Series Resolution or Certificate of Determination, money deposited in a Construction Fund shall be used only to pay the Costs of Issuance of the Series of Bonds in connection with which such Construction Fund was established and the Costs of the Project for which such Construction Fund was established.

Payments for Costs of Issuance shall be made by the Trustee upon receipt of, and in accordance with, a certificate or certificates signed by an Authorized Officer of the Issuer stating the names of the payees and the respective amounts of each such payment. Payments for the Costs of the Project shall be made by the Trustee upon receipt of, and in accordance with, a certificate or certificates signed by an Authorized Officer of the Issuer, each substantiated by a certificate filed with the Issuer signed by an Authorized Officer of the Institution stating that amounts were incurred

or expended on Costs of the Project, except that payments to pay interest on Bonds shall be made by the Trustee upon receipt of, and in accordance with, the direction of the Issuer directing the Trustee to transfer such amount from the Construction Fund to the applicable Debt Service Fund.

Upon receipt by the Trustee of a certificate of completion signed by an Authorized Officer of the Institution in the form set forth in the Loan Agreements (which certificate shall not be required if no money is remaining in the Construction Fund), the money then remaining in the Construction Fund, after making provision in accordance with the direction of the Issuer 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 Issuer, to the Arbitrage Rebate Fund, the amount set forth in such direction; second: to restore the Debt Service Reserve Fund (if any) to the Debt Service Reserve Fund Requirement; and third: to the applicable Debt Service Fund, to be applied in accordance with the Resolution, any balance remaining.

(Section 6.3)

Deposit and Allocation of Revenues

All Revenues and any other money required by any of the provisions of a Loan Agreement to be paid to the Trustee shall, upon receipt thereof, be deposited or paid by the Trustee to the applicable Debt Service Fund except for the following: (i) amounts paid to the Trustee for any of the following purposes: (x) to pay the Costs of Issuance of the Bonds, and other costs in connection with the issuance of the Bonds; (y) to pay amounts 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; and (z) to pay the fees and expenses of the Trustee in connection with performance of its duties under the Resolution; and (ii) amounts required to be paid by the Institution to the Trustee pursuant to any section of such Loan Agreement that specifically provides for the deposit of such payments into a fund, other than the Debt Service Fund, established under the Resolution or pursuant to the applicable Series Resolution or Certificate of Determination relating thereto.

(Section 6.4)

Debt Service Fund

The Trustee shall pay out of the Debt Service Fund established in connection with Bonds of a Series, when due: the interest due and payable on the Outstanding Bonds of such Series; the principal due and payable on the Outstanding Bonds of such Series; the Sinking Fund Installments or other amounts related to a mandatory redemption, if any, due and payable on the Outstanding Bonds of such Series; and in connection with the optional redemption of Bonds of a Series pursuant to the Resolution and subject to the satisfaction of any conditions contained in the notice of redemption given pursuant to the Resolution, the Redemption Price, together with interest accrued and unpaid thereon, on the redemption date.

The Issuer may, at any time subsequent to July 1 (or such other date as provided in a Series Resolution or a Certificate of Determination 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, direct the Trustee to purchase, with money on deposit in the Debt Service Fund established in connection with the Bonds of a Series at a price not in excess of par plus interest accrued and unpaid to the date of such purchase, Term Bonds of such Series and maturity to be redeemed from such Sinking Fund Installment. In addition, the Institution 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 Certificate of Determination 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 and maturity to be so redeemed on such date from such Sinking Fund Installment. Any Term Bond so purchased and any Term Bond so delivered to the Trustee shall be canceled upon receipt thereof by the Trustee and evidence of such cancellation shall be given to the Issuer. 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.

The Trustee, after making all payments from the Debt Service Fund as provided in the Resolution, shall promptly notify the Issuer and the Institution of any balance of Revenues remaining in the Debt Service Fund on the first day of the next succeeding Bond Year. The balance, if any, of the Revenues then remaining shall be applied in the following order of priority: first there shall be paid to the Issuer, unless otherwise paid, such amounts as are payable to the Issuer for: (i) all expenditures reasonably and necessarily incurred by the Issuer in connection with the financing

of the Project, including expenses incurred by the Issuer to compel full and punctual performance of all the provisions of any Loan Agreement in accordance with the terms thereof, and (ii) any unpaid fees or other amounts payable to the Issuer under the Loan Agreement; but only upon receipt by the Trustee of a certificate signed by the Issuer, stating in reasonable detail the amounts payable to the Issuer pursuant to this paragraph; second, upon the direction of the Issuer, be paid by the Trustee to the Institution, in the respective amounts set forth in such direction. Any amounts paid to the Institution 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; and third, be retained in the Debt Service Fund.

(Section 6.5)

Debt Service Reserve Fund

The Trustee shall deposit to the credit of the Debt Service Reserve Fund such proceeds of the sale of Bonds, if any, as shall be prescribed in the Series Resolution authorizing the issuance of such Series of Bonds or the Certificate of Determination relating to such Series, and any Revenues, moneys or Permitted Investments as, by the provisions of the Loan Agreement, are delivered to the Trustee by the Institution for the purposes of the Debt Service Reserve Fund.

In lieu of or in substitution for moneys or Permitted Investments, the Issuer may deposit or cause to be deposited with the Trustee a Reserve Fund Facility for the benefit of the Holders of the Bonds for all or any part of the Debt Service Reserve Requirement; provided (i), that any such surety bond or insurance policy shall be issued by an insurance company or association duly authorized to do business in the State and either (A) the claims paying ability of such insurance company or association is rated in the highest rating category accorded by a nationally recognized insurance rating agency or (B) obligations insured by a surety bond or an insurance policy issued by such company or association are rated, without regard to qualification of such rating by symbols such as "+" or "-" or numerical notation, in the highest rating category at the time such surety bond or insurance policy is issued by Moody's and S&P or, if Outstanding Bonds are not rated by both Moody's and S&P, by whichever of said rating services that then rates Outstanding Bonds and (ii) that any letter of credit shall be issued by 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 provision of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provision of law, or 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, the unsecured or uncollateralized long term debt obligations of which, or long term obligations secured or supported by a letter of credit issued by such person, are rated at the time such letter of credit is delivered, without regard to qualification of such rating by symbols such as "+" or "-" or numerical notation, in at least the second highest rating category by Moody's and S&P or, if Outstanding Bonds are not rated by Moody's and S&P, by whichever of said rating services that then rates Outstanding Bonds.

In addition to the conditions and requirements set forth above, no Reserve Fund Facility shall be deposited in full or partial satisfaction of the Debt Service Reserve Fund Requirement unless the Trustee shall have received prior to such deposit (i) the written consent of each provider of a Credit Facility to the delivery of such Reserve Fund Facility, (ii) an opinion of counsel acceptable to each provider of a Credit Facility to the effect that such Reserve Fund Facility has been duly authorized, executed and delivered by the Reserve Facility Provider thereof and is valid, binding and enforceable in accordance with its terms, (iii) in the event such Reserve Facility Provider is not a domestic entity, an opinion of foreign counsel in form and substance satisfactory to each provider of a Credit Facility and (iv) in the event such Reserve Fund Facility is a letter of credit, an opinion of counsel acceptable to the Trustee and to each provider of a Credit Facility substantially to the effect that payments under such letter of credit will not constitute avoidable preferences under Section 547 of the United States Bankruptcy Code in a case commenced by or against the Authority or the Institution thereunder or under any applicable provisions of the Debtor and Creditor Law of the State.

Notwithstanding the foregoing, if at any time after a Reserve Fund Facility has been deposited with the Trustee, the unsecured or uncollateralized long term debt of the Reserve Facility Provider or the long term debt obligations secured or supported by a surety bond, insurance policy or letter of credit of a Reserve Facility Provider is reduced below the ratings required by the second preceding paragraph, the Issuer shall, unless at the time such ratings are reduced such Reserve Facility Provider is the provider of a Credit Facility of all Outstanding Bonds, either (i) replace or cause to be replaced said Reserve Fund Facility with another Reserve Fund Facility which satisfies the requirements of the second preceding paragraph or (ii) deposit or cause to be deposited in the Debt Service Reserve Fund an amount of moneys or Permitted Investments which meet the requirements of subdivision 1 of this Section which is equal to the value of the Reserve Fund Facility of such Reserve Facility Provider, such deposits to be, as nearly as practicable, in

ten equal semi-annual installments commencing on the earlier of the July 1 or January 1 next succeeding the reduction in said ratings.

Each Reserve Fund Facility shall be payable (upon the giving of such notice as may be required thereby) on any date on which moneys are required to be withdrawn from the Debt Service Reserve Fund and such withdrawal cannot be made without obtaining payment under such Reserve Fund Facility.

For the purposes of this Section of the Resolution, in computing the amount on deposit in the Debt Service Reserve Fund, a Reserve Fund Facility shall be valued at the amount available to be paid thereunder on the date of computation; provided that, if the unsecured or uncollateralized long term debt of such Reserve Facility Provider, or the long term debt obligations secured or supported by a surety bond, insurance policy or letter of credit of said Reserve Facility Provider has been reduced below the ratings required under of the Resolution, said Reserve Fund Facility shall be valued at the lesser of (i) the amount available to be paid thereunder on the date of calculation and (ii) the difference between the amount available to be paid thereunder on the date of issue thereof and an amount equal to a fraction of such available amount the numerator of which is the aggregate number of July 1st's and January 1st's that have elapsed since such ratings were reduced and the denominator of which is ten.

Moneys held for the credit of the Debt Service Reserve Fund shall be withdrawn by the Trustee and deposited to the credit of the Debt Service Fund at the times and in the amounts required to comply with the provisions of the Resolution; provided that no payment under a Reserve Fund Facility shall be sought unless and until moneys are not available in the Debt Service Reserve Fund and the amount required to be withdrawn from the Debt Service Reserve Fund pursuant to this subdivision cannot be withdrawn therefrom without obtaining payment under such Reserve Fund Facility; provided further, that, if more than one Reserve Fund Facility is held for the credit of the Debt Service Reserve Fund at the time moneys are to be withdrawn therefrom, the Trustee shall obtain payment under each such Reserve Fund Facility, pro rata, based upon the respective amounts then available to be paid thereunder. The Trustee shall notify each provider of a Credit Facility of any withdrawal of moneys from the Debt Service Reserve Fund or payment of a Reserve Fund Facility immediately upon such withdrawal or payment.

With respect to any demand for payment under any Reserve Fund Facility, the Trustee shall make such demand for payment in accordance with the terms of such Reserve Fund Facility at the earliest time provided therein to assure the availability of moneys on the interest payment date for which such moneys are required.

Moneys and investments held for the credit of the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement, upon direction of an Authorized Officer of the Issuer, shall be withdrawn by the Trustee and (i) deposited in the Arbitrage Rebate Fund, the Debt Service Fund or the Construction Fund, (ii) applied to the reimbursement, pro rata, of each provider of a Credit Facility for unpaid Provider Payments, (iii) paid to the Institution or (iv) applied by the Issuer to pay the principal or Redemption Price of and interest on bonds of the Issuer issued in connection with the Institution pursuant to resolutions other than the Resolution, in accordance with such direction; provided, however, with respect to amounts allocated to Bonds the interest on which is intended to be excludable from gross income for federal income tax purposes that no such amount shall be withdrawn and deposited, paid or applied unless in the opinion of Bond Counsel such deposit, payment or application will not adversely affect the exclusion of interest on any such Bonds from gross income for federal income tax purposes.

Notwithstanding the provisions of the Resolution, if, upon a Bond having been deemed to have been paid in accordance with the Resolution or redeemed prior to maturity from the proceeds of Bonds, bonds, notes or other obligations issued for such purpose, the moneys and investments held for the credit of the Debt Service Reserve Fund will exceed the Debt Service Reserve Fund Requirement, then the Trustee shall, simultaneously with such redemption or a deposit made in accordance with the Resolution, withdraw all or any portion of such excess from the Debt Service Reserve Fund upon the direction of an Authorized Officer of the Issuer and either (i) apply such amount to the payment of the principal or Redemption Price of and interest on such Bond in accordance with the irrevocable instructions of the Issuer or to fund any reserve for the payment of the principal and sinking fund installments of or interest on the bonds, notes or other obligations, if any, issued to provide for payment of such Bond or (ii) pay such amount to the Issuer for deposit to the Construction Fund if, in the opinion of Bond Counsel, application of such moneys to the payment of Costs of the Project will not adversely affect the exclusion of interest on any Bonds from gross income for federal income tax purposes; provided that after such withdrawal the amount remaining in the Debt Service Reserve Fund shall not be less than the Debt Service Reserve Fund Requirement.

If upon a valuation, the moneys, investments and Reserve Fund Facilities held for the credit of the Debt Service Reserve Fund are less than the Debt Service Reserve Fund Requirement, the Trustee shall immediately notify the

Issuer and the Institution of such deficiency and the Institution shall, as soon as practicable, but in no event later than five (5) days after receipt of such notice, deliver to the Trustee moneys, Permitted Investments or Reserve Fund Facilities the value of which is sufficient to increase the amount in the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement.

(Section 6.6)

Arbitrage Rebate Fund

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

Money on deposit in the Arbitrage Rebate Fund shall be applied by the Trustee in accordance with the direction of an Authorized Officer of the Issuer to make payments to the Department of the Treasury of the United States of America at such times and in such amounts determined to be required by the Code to be rebated to the Department of the Treasury of the United States of America. Money 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 an Authorized Officer of the Issuer.

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 shall be determined as provided in the applicable Loan Agreement and the Issuer shall 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 Issuer 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 6.7)

Application of Money in Certain Funds for Retirement of Bonds

Notwithstanding any other provisions of the Resolution, if at any time the 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 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 Issuer and the Institution. Upon receipt of such notice, the Issuer may advise the Institution that no further payments on account of principal and interest are due under the Loan Agreement and further (upon the receipt of written instructions from an Authorized Officer of the Institution) 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 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 6.8)

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 6.9)

Security for Deposits

The Trustee shall continuously and fully secure all money held under the Resolution by it for the benefit of the Issuer and the Holders of the Bonds with Permitted Collateral having a market value equal to the amount of money secured thereby; **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 Resolution 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. The Trustee shall include in its monthly report provided pursuant to the Resolution a statement showing the amount of money held by the Trustee pursuant to the Resolution on the date of such report, the Permitted Collateral pledged by the Trustee to secure such amount and market value of such Permitted Collateral on the date of such report.

(Section 7.1)

Investment of Funds and Accounts Held by the Trustee

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 Issuer given or confirmed in writing by the Issuer (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 Issuer reasonably believes such money will be required for the purposes thereof.

In lieu of the investments of money in obligations described above, the Trustee shall, to the extent permitted by law, upon direction of the Issuer given or confirmed in writing by the Issuer, 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 Issuer 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 Issuer, and (z) the Permitted Collateral shall be free and clear of claims of any other person.

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.

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.

Notwithstanding anything to the contrary in the Resolution, the Issuer, 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 therein. Except as 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 Issuer and the Institution 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 Resolution. 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.

No part of the proceeds of any Series of Bonds or any other funds of the Issuer 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 7.2)

Liability for Investments

Neither the Issuer nor the Trustee shall have any liability arising out of or in connection with the making of any investment authorized by the provisions of the Resolution, in the manner provided therein, for any depreciation in value of any such investment, or for any loss, direct or indirect, resulting from any such investment.

(Section 7.3)

Payment of Principal and Interest

Solely and exclusively from the property pledged pursuant to the Resolution, the Issuer 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 dates and in the manner provided in the Bonds according to the true intent and meaning thereof.

(Section 8.1)

Further Assurance

The Issuer, at any and all times, shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, pledges and assignments by the Resolution and by the applicable Series Resolution created or made or intended to be created or made, or which the Issuer may become bound to pledge or assign.

(Section 8.4)

Accounts and Reports

The Trustee, on behalf of the Issuer, shall keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to each Series of Bonds. Such books and accounts, at reasonable hours and subject to the reasonable rules and regulations of the Trustee, shall be subject to inspection by the Institution, the Issuer 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 Issuer, any provider of a Credit Facility and the Institution. Such report shall include at least: a statement of all funds (including investments thereof) held by the Trustee 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 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 8.5)*

Creation of Liens

Except as permitted by the Resolution or by or pursuant to the Loan Agreement or a Series Resolution with respect to the Shared Collateral or the Revenues, the Issuer shall not create, cause to be created or suffer or permit the creation of any lien or charge prior or equal to that securing the Bonds or the proceeds from the sale of the Bonds, the Revenues, the Issuer's security interest in 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 Issuer 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, except as permitted by the Resolution with respect to Shared Collateral or the Revenues, is not prior or equal to the charge or lien created by the Resolution.

(Section 8.6)

Enforcement of Duties and Obligations of the Institution; Obligations of the Issuer

The Issuer covenants that, at the written request of the Trustee, it shall take all legally available action to cause the Institution fully to perform all duties and acts and fully to comply with the covenants of the Institution required by the Loan Agreement in the manner and at the times provided in the Loan Agreement, provided that the Issuer shall be furnished with satisfactory security or indemnity for the reimbursement of all expenses and to protect it against all liability in connection with any such action. None of the provisions of the Resolution shall require the Issuer to expend or risk its own funds or to otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers thereunder, unless payable from the Revenues, or unless the Issuer shall first have been adequately indemnified to its satisfaction against the cost, expense, and liability which may be incurred thereby.

The Loan Agreement sets forth covenants and obligations of the Issuer and the Institution, and reference is by the Resolution made to the same for a detailed statement of said covenants and obligations. Notwithstanding anything to the contrary in the Resolution or the Loan Agreement, the Issuer shall have no obligation to and instead the Trustee, in accordance with the Resolution, shall have the right, without further direction from or action by the Issuer, to take any and all steps, actions and proceedings, to enforce any or all rights of the Issuer under the Resolution and the Loan Agreement (other than the Issuer's Unassigned Rights), including, without limitation, the rights to enforce the remedies upon the occurrence and continuation of an Event of Default and the obligations of the Institution under the Loan Agreements.

(Section 8.7)

Offices for Payment and Registration of Bonds

The Issuer 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 appointed as its agent to maintain such office or agency for the registration, transfer or exchange of Bonds.

(Section 8.9)

Amendment of Loan Agreements

The Loan Agreement may, without the consent of the Holders of Bonds, be amended, changed, modified, altered or supplemented for any one or more of the following purposes: to add an additional covenant or agreement for the purpose of further securing the payment of the Institution's obligations under the Loan Agreement that is not contrary to or inconsistent with the covenants and agreements of the Institution contained in the Loan Agreement; to prescribe further limitations and restrictions upon the Institution'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; to surrender any right, power or privilege reserved to or conferred upon the Institution, if surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Institution contained in the Loan Agreement; 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; to establish, amend or modify the Issuer Fee or the Annual Administrative Fee payable by the Institution in connection with the Bonds of a Series; or 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.

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 if such amendment, change, modification, alteration, termination or waiver (i) reduces the amount of Revenues payable by the Institution 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 Issuer 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 amendment, change, modification, alteration, termination or waiver described in the immediately preceding paragraph 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 provision.

Bonds owned or held by or for the account of the Issuer or the Institution shall not be deemed Outstanding for the purpose of consent, and neither the Issuer nor the Institution shall be entitled with respect to such Bonds to give any such consent. At the time of any consent, the Trustee shall be provided with certificates of the Issuer and the Institution in accordance with the Resolution.

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 the Resolution in the manner provided in the Resolution, except that no proof of ownership shall be required, and with

the same effect as a consent given by the Holder of such Bonds; **provided, however**, that, if such consent is given by a purchaser who is purchasing as an underwriter, 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.

No amendment, change, modification or termination of the 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 that any such amendment, change, modification, alteration or waiver complies with the provisions of the Resolution. A copy of each such amendment, change, modification, termination or waiver shall be filed with the Trustee.

For the purposes of the Resolution, a Series shall be deemed to be adversely affected by an amendment, change, modification, alteration or termination of a 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 Credit Facility issued in connection with 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 Institution, the Issuer and all Holders of Bonds.

The Trustee shall be entitled to rely upon an opinion of counsel or an opinion or report of engineers, accountants or other experts, in each case reasonably 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 8.10)

General

The Issuer shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Issuer under the provisions of the Resolution in accordance with the terms of such provisions.

Upon the date of issuance of Bonds, all conditions, acts and things required by the statutes of the State and by the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds, shall exist, have happened and have been performed and the issuance of such Bonds, together with all other indebtedness of the Issuer, shall be within every debt and other limit prescribed by the laws of the State.

(Section 8.11)

Responsibilities of Trustee

The recitals of fact contained in the Resolution and in each Series Resolution and in the Bonds shall be taken as the statements of the Issuer and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of the Resolution, of any Series Resolution or of any Bonds, or in respect of the security afforded by the Resolution or by each Series Resolution, and the Trustee shall incur no responsibility in respect thereof. The Trustee shall be under no responsibility or duty with respect to: (i) the issuance of the Bonds for value; (ii) the application of the proceeds thereof except to the extent that such proceeds are received by it in its capacity as Trustee; or (iii) the application of any money paid to the Issuer or others in accordance with the Resolution and with each Series Resolution except as to the application of any money paid to it in its capacity as Trustee. The Trustee shall not be liable in connection with the performance of its duties under the Resolution and under each Series Resolution except for its own negligence or default.

The duties and obligations of the Trustee shall be determined by the express provisions of the Resolution and of each Series Resolution and the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in the Resolution and in each Series Resolution. In case an Event of Default has occurred and has not been cured, the Trustee shall exercise such rights and powers vested in it in the Resolution and under each applicable Series Resolution, and use the same degree of care and skill in its exercise as a reasonable and prudent person would use, under the circumstances, in the conduct of his or her own affairs.

The Trustee shall not be liable for any action taken or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it by the Resolution or by any Series Resolution.

(Section 9.2)

Property Held in Trust

All money and securities conveyed to or held by the Trustee, except for amounts held in the Arbitrage Rebate Fund, at any time pursuant to the terms of the Resolution and of each Series Resolution shall be and are assigned, transferred and set over unto the Trustee in trust for the purposes and under the terms and conditions of the Resolution and of the applicable Series Resolution.

The Trustee shall hold all money in the Arbitrage Rebate Fund as the agent of the Issuer and shall not disburse amounts therefrom except pursuant to the written instructions of an Authorized Officer of the Issuer.

(Section 9.3)

Evidence on which the Trustee May Act

The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document reasonably believed by it in good faith to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may or may not be of counsel to the Issuer, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it in good faith and in accordance therewith.

Whenever the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Resolution and under any Series Resolution, such matter (unless other evidence in respect thereof be specifically prescribed by the Resolution) may be deemed to be conclusively proved and established by a certificate signed by an Authorized Officer of the Issuer or, with the permission of the an Authorized Officer of Issuer, signed by an Authorized Officer of the Institution. Such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Resolution and of the Series Resolution upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided in the Resolution and in each Series Resolution, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision of the Resolution and of any Series Resolution by the Issuer to the Trustee shall be sufficiently executed if executed in the name of the Issuer by an Authorized Officer.

(Section 9.4)

Compensation

Unless otherwise provided by contract with the Trustee, the Institution, as provided in the Loan Agreement, shall pay to the Trustee, from time to time, reasonable compensation for all services rendered by it under the Resolution and under the applicable Series Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under the Resolution and under the applicable Series Resolution. The Trustee shall be entitled to receive and collect such compensation from the Institution as provided in such Loan Agreement and, upon the occurrence of an Event of Default and except as otherwise set forth in a Series Resolution or Certificate of Determination, shall have a lien therefor on any and all funds at any time held by it under the Resolution and under the applicable Series Resolution (other than the Arbitrage Rebate Fund and any fund or account established for the payment of the principal or Redemption Price of or interest on Option Bonds or the purchase price of Option Bonds tendered for purchase) prior to any of the Bonds for which such services have been rendered; **provided, however**, that the Trustee shall not be entitled to compensation for any expenses, charges, counsel fees or other disbursements incurred in connection with or incident to its resignation or removal as provided in the Resolution. The Institution shall, pursuant to its obligations under the Loan Agreement, indemnify and save the Trustee harmless against any liabilities which the Trustee may incur in the exercise and performance of its powers and duties under the Resolution and under the Applicable Series Resolution and which are not due to the Trustee's negligence or default. None of the provisions contained in the Resolution or in any Series Resolution shall require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if there is reasonable ground for believing that the repayment of such funds or liability is not reasonably assured to it. The Trustee shall not be required to take any action pursuant to the Resolution unless and until it shall

have been indemnified and saved harmless against any liabilities and all reasonable expenses, charges, counsel fees and other disbursements, including those of the Trustee's attorneys, agents and employees, incurred in connection with or as a result of taking such action.

(Section 9.5)

Permitted Acts

The Trustee may become the owner of or may deal in Bonds as fully and with the same rights as if it were not such Trustee. The Trustee may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, the Issuer or any committee formed to protect the rights of Holders of Bonds or to effect or aid in any reorganization growing out of the enforcement of the Resolution or of the Bonds or any Series Resolution whether or not such committee shall represent the Holders of a majority in principal amount of the Outstanding Bonds in respect of which any such action is taken.

(Section 9.6)

Resignation of Trustee

The Trustee, or any successor thereof, may at any time resign and be discharged of its duties and obligations under the Resolution and under each Series Resolution by giving not less than sixty (60) days written notice to the Issuer, any provider of Credit Enhancement and the Institution, which notice shall specify the date when such resignation shall take effect, and, unless otherwise provided in the Resolution, mail to the registered owners of the Bonds a copy of such notice, by first class mail, postage prepaid, at their last known addresses, if any, appearing on the registration books of the Issuer. Such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed as provided in the Resolution, in which event such resignation shall take effect immediately on the appointment of such successor; **provided, however**, that such resignation shall not take effect until a successor Trustee has been appointed and has accepted such appointment pursuant to the Resolution.

(Section 9.7)

Removal of Trustee

The Trustee, or any successor thereof, may be removed at any time by the Holders of a majority in principal amount of the Outstanding Bonds, excluding any Bonds held by or for the account of the Issuer or the Institution, by an instrument or concurrent instruments in writing signed and acknowledged by such Bondholders or by their attorneys-in-fact duly authorized and delivered to the Issuer. The Trustee, or any successor thereof, may also be removed at any time for cause or any breach of trust or for acting or proceeding in violation of, or failing to act or proceed in accordance with, any provisions of the Resolution or of any Series Resolution with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon application by the Issuer, or the Holders of not less than twenty per centum (20%) in aggregate principal amount of Bonds then Outstanding, excluding any Bonds held by or for the account of the Issuer or the Institution. The Trustee may also be removed at any time, other than during the continuance of an event of default under the Resolution, by the Issuer, by an instrument in writing signed and acknowledged by the Issuer. No removal of the Trustee under the Resolution shall take effect until a successor Trustee has been appointed. A copy of each instrument or order providing for the removal of the Trustee, or any successor thereof, shall be delivered by the Issuer to the Trustee, each provider of Credit Enhancement or such successor thereof and the Institution.

(Section 9.8)

Successor Trustee

In case the Trustee, or any successor thereof, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property shall be appointed, or if any public officer shall take charge or control of the Trustee or of its property or affairs, the Issuer shall forthwith appoint a Trustee, with written notice to Rating Service(s) rating the Bonds then Outstanding, to act as Trustee. Copies of any resolution or other instrument of the Issuer providing for any such appointment shall be delivered by the Issuer to the Trustee so appointed, the predecessor Trustee, any provider of Credit Enhancement and the Institution. The successor Trustee shall: (a) give notice of any such appointment not later than thirty (30) days after such appointment to the registered owner of the Bonds as provided in the Resolution; and (b) submit the notice of its appointment to EMMA.

If in a proper case no appointment of a successor shall be made within forty-five (45) days after the giving of written notice in accordance with the Resolution or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Bondholder may apply to any court of competent jurisdiction for the appointment of such a successor, and such court may thereupon, after such notice, if any, as such court may deem proper, appoint such successor. Any successor appointed under the provisions of the Resolution shall be a bank located in the State having trust powers or a trust company organized under the laws of the State or national banking association having trust powers located in the State having a capital and surplus aggregating at least \$100,000,000, if there be such a bank having trust powers or trust company or national banking association willing and able to accept the appointment on reasonable and customary terms and authorized by law to perform all the duties required by the Resolution and by each Series Resolution.

(Section 9.9)

Transfer of Rights and Property to Successor Trustee

Any successor appointed under the provisions of the Resolution shall execute, acknowledge and deliver to its predecessor, and also to the Issuer, an instrument accepting such appointment, and thereupon such successor, without any further act, deed or conveyance shall become fully vested with all money, estates, properties, rights, powers, duties and obligations of its predecessor under the Resolution and under each Series Resolution, with like effect as if originally appointed as Trustee. However, the Trustee then ceasing to act shall nevertheless, on request by the Issuer or of such successor, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor all the right, title and interest of such Trustee in and to any property held by it under the Resolution, and shall pay over, assign and deliver to such successor any money or other properties subject to the trusts and conditions set forth therein. Should any deed, conveyance or instrument in writing from the Issuer be required by such successor for more fully and certainly vesting in and confirming to it any such money, estates, properties, rights, powers, duties or obligations, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Issuer.

(Section 9.10)

Merger or Consolidation of the Trustee

Any company into which the Trustee may be merged or with which it may be consolidated or any company resulting from any merger or consolidation to which it shall be a party or any company to which such Trustee may sell or transfer any portion of its corporate trust business, provided such company shall be a bank having trust powers or trust company or national banking association qualified to be a successor to such Trustee under the provisions of the Resolution, shall be the successor to such Trustee, without any further act, deed or conveyance, with respect to the corporate trust business so transferred.

(Section 9.11)

Modification and Amendment without Consent

The Issuer may, without the consent of Bondholders and, except in the case of subparagraph (h) below, without the consent of the Trustee, adopt at any time or from time to time Series Resolutions or Supplemental Resolutions for any one or more of the following purposes:

- (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 Issuer 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 Issuer contained in the Resolution;
- (c) To prescribe further limitations and restrictions upon the issuance of Bonds and the incurring of indebtedness by the Issuer 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 Issuer 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 Issuer 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 money, securities or funds;

(f) To modify any of the provisions of the Resolution or of any previously adopted Series Resolution or Supplemental Resolution in any other respects, provided that such modifications shall not be effective until after all Bonds of any Series of Bonds Outstanding as of the date of adoption of such Supplemental Resolution or Series Resolution shall cease to be Outstanding, and all Bonds issued under such resolutions shall contain a specific reference to the modifications contained in such subsequent Resolutions;

(g) To modify or amend 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.

Any Series Resolutions or Supplemental Resolution adopted pursuant to the provisions summarized above shall become effective in accordance with its terms upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Issuer and with respect to any Series Resolution or Supplemental Resolution relating to a Series of Bonds secured by a Credit Facility, providing a written copy thereof to the provider of such Credit Facility.

(Section 10.1)

Supplemental Resolutions Effective With Consent of Bondholders

The provisions of the Resolution and of a Series Resolution may also be modified or amended at any time or from time to time by a Supplemental Resolution, subject to the consent of the applicable 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 Issuer. The Trustee shall, upon its becoming effective, transmit a copy of such Supplemental Resolution to the Institution and to each Rating Service rating the affected Bonds then Outstanding.

(Section 10.2)

General Provisions Relating to Supplemental Resolutions

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

A copy of every Series Resolution and Supplemental Resolution adopted by the Issuer, when filed with the Trustee, shall be accompanied by an opinion of Bond Counsel stating that such Series Resolution or Supplemental Resolution has been duly and lawfully adopted in accordance with the provisions of the Resolution, is authorized or permitted thereby and is valid and binding upon the Issuer and enforceable in accordance with its terms. The Trustee shall transmit a copy of such Series Resolution or Supplemental Resolution to the Institution and with respect to any Series Resolution or Supplemental Resolution relating to a Series of Bonds secured by a Credit Facility, providing a written copy thereof to the provider of such Credit Facility.

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

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

(Section 10.3)

Powers of Amendment

Any modification or amendment of the Resolution and of the rights and obligations of the Issuer and of the Holders of the Bonds of a Series under the Resolution, in any particular, may be made by a Supplemental Resolution, with the written consent given as provided in the Resolution, (i) of the Holders of at least a majority in principal amount of the Bonds of such Series Outstanding at the time such consent is given or (ii) in case the modification or amendment changes the amount or date of any Sinking Fund Installment, of the Holders of at least a majority in principal amount of the Bonds of the particular Series, maturity and interest rate entitled to such Sinking Fund Installment, Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment. For the purposes of the Resolution section summarized herein, 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. The Trustee may in its discretion determine whether or not, in accordance with the foregoing provisions, the Bonds of any particular Series or maturity would be affected by any modification or amendment of the Resolution and any such determination shall be binding and conclusive on the Issuer and all Holders of Bonds; *provided, however*, that such determination shall be made without regard to the existence of any Credit Facility issued in connection with such Bonds. The Trustee shall be entitled to rely upon an opinion of counsel or an opinion or report of engineers, accountants or other experts, in each case reasonably satisfactory to the Trustee, as conclusive evidence as to whether the Bonds of any particular Series or maturity would be so affected by any such modification or amendment hereof. The Trustee shall transmit a copy of such Supplemental Resolution to the Institution upon its becoming effective.

(Section 11.1)

Consent of Bondholders

The Issuer may at any time adopt a Supplemental Resolution making a modification or amendment permitted by the provisions of the Resolution summarized in the preceding section to take effect when and as provided in the Resolution. A certified copy of such Supplemental Resolution shall be filed with the Trustee and a notice of such adoption, including the Supplemental Resolution and a statement that such Supplemental Resolution shall not take effect until the required percentages of Bondholders have consented thereto, shall be submitted to EMMA. A copy of such Supplemental Resolution shall, upon receipt of a written request therefor, be furnished to the registered owner of a Bond or any beneficial owner of a Book Entry Bond requesting the same. At the option of the Issuer, a copy of such Supplemental Resolution, together with a request to the Bondholders of a Series of Bonds affected thereby for their consent thereto in form satisfactory to the Trustee, may, unless otherwise provided in the Resolution, be mailed by the Trustee 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 Resolution and (b) an opinion of Bond Counsel stating that such Supplemental Resolution has been duly and lawfully adopted and filed by the Issuer in accordance with the provisions thereof, is authorized or permitted thereby, and is valid and binding upon the Issuer and enforceable in accordance with its terms, and (ii) a notice shall have been given in accordance with the Resolution. 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 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 Issuer 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 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 Issuer 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 the Resolution, shall be given to: (1) the Bondholders by the Trustee in accordance with the provisions of the Resolution; and (2) by filing a copy of such notice with EMMA. The Trustee shall prepare a certificate as proof of the giving of such notice as required by the Resolution. A transcript, consisting of the papers required or permitted by the Resolution to be filed with or prepared by the Trustee, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the Issuer, the Trustee, and the Holders of all Bonds upon the Trustee's execution of the certificate of proof of the giving of such notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Resolution is rendered in a legal action or equitable proceeding for such purpose commenced within the thirty (30) day period beginning on the date of the Trustee's execution of the proof of giving such notice; *provided, however*, that the Issuer and the Trustee during such thirty (30) day period and any such further period during which any such action or proceeding may be pending shall be entitled in their reasonable discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Resolution as they may deem expedient.

For the purposes of the Resolution, the purchasers of the Bonds of a Series, including those purchasing as underwriters, placement agent 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 or as a placement agent, 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 (or if there is no such offering document, the purchase or placement agreement, if any) prepared in connection with the primary offering, reoffering, resale or private placement of the Bonds of such Series by the Issuer.

(Section 11.2)

Modifications by Unanimous Consent

The terms and provisions of the Resolution and the rights and obligations of the Issuer 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 Issuer of a copy of a Supplemental Resolution certified by an Authorized Officer of the Issuer and the consent of the Holders of all of the Bonds then Outstanding, such consent to be given as provided in the Resolution, except that no notice to the Bondholders shall be required.

(Section 11.3)

Trustee to Exercise Powers of Statutory Trustee

The Trustee is vested with all of the rights, powers and duties of a trustee appointed by Bondholders pursuant to Section 1686 of the Act which are not inconsistent with the provisions of the Resolution and the right of Bondholders to appoint a trustee pursuant to Section 1686 of the Act is by the Resolution abrogated in accordance with the provisions of subdivision 4(g) of Section 1682 of the Act.

(Section 12.1)

Events of Default

An event of default shall exist under the Resolution and under a Series Resolution (referred to in the Resolution as an "event of default") if with respect to the Bonds of a Series to which the Series Resolution relates:

- (a) Payment of the principal, Sinking Fund Installments or Redemption Price of any Bond of such Series shall not be made by the Issuer when the same shall otherwise become due and payable; or
- (b) Payment of an installment of interest on any Bond of such Series shall not be made by the Issuer when the same shall become due and payable; or

(c) A Determination of Taxability shall have occurred and be continuing; or; or

(d) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Resolution or in the Bonds of such Series or in any Series Resolution on the part of the Issuer to be performed and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds, or if such default is not capable of being cured within thirty (30) days, if the Issuer fails to commence within said thirty (30) days and diligently prosecute the cure thereof; or

(e) An "Event of Default" as defined in the Loan Agreement shall have occurred and be continuing and all sums payable by the Institution under such Loan Agreement shall have been declared to be immediately due and payable, which declaration shall not have been annulled.

(Section 12.2)

Acceleration of Maturity

Upon the happening and continuance of any event of default specified in the Resolution, other than an event of default summarized in paragraph (c) of the preceding section, then and in every such case the Trustee may, and, upon the written request of the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of each Series shall, by a notice in writing to the Issuer and each Rating Service then rating the Outstanding Bonds of such Series, declare the principal of and interest on all of the Outstanding Bonds of such Series to be immediately due and payable. At the expiration of thirty (30) days after notice of such declaration has been given, such principal and interest on all of the Outstanding Bonds of such Series shall become and be immediately due and payable, anything in the Resolution or in a Series Resolution or in the Bonds to the contrary notwithstanding. At any time after the principal of the Bonds of such Series shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Resolution, the Trustee shall, with the written consent of the Holders of not less than twenty-five per centum (25%) in principal amount of the Bonds of such Series not then due by their terms and then Outstanding, by written notice to the Issuer, annul such declaration and its consequences if: (i) money shall have accumulated in the Debt Service Funds sufficient to pay all arrears of interest, if any, upon all of the Outstanding Bonds of such Series (except the interest accrued on such Bonds since the last interest payment date); (ii) money shall have accumulated and be available sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee; (iii) all other amounts then payable by the Issuer under the Resolution and under each applicable Series Resolution (other than principal amounts payable only because of a declaration and acceleration under the Resolution) shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (iv) every other default known to the Trustee in the observance or performance of any covenant, condition or agreement contained in the Resolution or in any applicable Series Resolution or in the Bonds of such Series (other than a default in the payment of the principal of such Bonds then due only because of a declaration under the Resolution) shall have been remedied to the reasonable satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

(Section 12.3)

Enforcement of Remedies

Upon the happening and continuance of any Event of Default specified in the Resolution, then and in every such case, the Trustee may proceed, and upon the written request of the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of the Series affected by the Resolution, shall proceed (subject to the provisions of the Resolution relating to the compensation of the Trustee) 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 granted in the Resolution or in any Series Resolution or for the enforcement of any proper legal or equitable remedy as the Trustee shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under the Resolution and under each Series Resolution the Trustee shall be entitled to sue for, enforce payment of, and receive any and all amounts then, or during any default becoming, and at any time

remaining, due from the Issuer for principal or interest or otherwise under any of the provisions of the Resolution or of any Series Resolution or of the Bonds of a Series, with interest on overdue payments of the principal of or interest on the Bonds at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings under the Resolution and under any Series Resolution and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Holders of such Bonds, and to recover and enforce judgment or decree against the Issuer but solely as provided in the Resolution, in any Series Resolution and in such Bonds, for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect in any manner provided by law, the money adjudged or decreed to be payable.

(Section 12.4)

Priority of Payment After Default

If at any time the money held by the Trustee under each Series Resolution shall not be sufficient to pay the principal of and interest on the Bonds of the applicable Series as the same become due and payable (either by their terms or by acceleration of maturity), such money together with any money then available or thereafter becoming available for such purpose, whether through exercise of the remedies, shall be applied (after first depositing in the Arbitrage Rebate Fund all amounts required to be deposited therein and then paying all amounts owing to the Trustee under the Resolution) as follows:

(A) Unless the principal of all the Bonds of the applicable Series has become or been declared due and payable, all such money shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due in the order of the maturity of the installments of such interest, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal, Sinking Fund Installments or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates and, if the amount available shall not be sufficient to pay in full all amounts due on any date, then to the payment thereof ratably, according to the amount of principal, Sinking Fund Installments or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

(B) If the principal of all of the Bonds of the applicable Series has become or been declared due and payable, all such money shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto, without any discrimination or preference except as to the difference in the respective rates of interest specified in the Bonds.

Whenever money is to be so applied by the Trustee pursuant to the provisions summarized in this section "Priority of Payment After Default", such money shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. The setting aside of such money in trust for application in accordance with the provisions summarized in the preceding paragraphs shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to the Issuer, to any Holder of Bonds or to any other person for any delay in applying any such money so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the same in accordance with such provisions hereof as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such money, it shall fix the date (which shall be on an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made, and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date. The Trustee shall not be required to make payment to the Holder of any Bond unless such Bond shall be presented to the Trustee for appropriate endorsement.

Amounts held by the Trustee after payments to be made pursuant to the provisions summarized in preceding paragraph shall have been made and no Bonds of the applicable Series are Outstanding shall be paid and applied in accordance with the Resolution.

(Section 12.5)

Bondholders' Direction of Proceeding

Anything in the Resolution to the contrary notwithstanding, the Holders of a majority in principal amount of the Outstanding Bonds of a Series shall have the right, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee under the Resolution and under each Series Resolution, provided such direction shall be in accordance with law and the provisions of the Resolution and of each Series Resolution, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

(Section 12.7)

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 a Series affected thereby, shall have made written request to the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted by the Resolution or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses, and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of the Resolution or for any other remedy under the Resolution and in equity or at law. It is understood and intended that no one or more Holders of the Bonds of a Series secured by the Resolution and by a Series Resolution shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Resolution or of such Series Resolution or to enforce any right under the Resolution or such Series Resolution except in the manner in the Resolution and such Series Resolution provided, and that all proceedings at law or in equity shall be instituted and maintained for the benefit of all Holders of the Outstanding Bonds of such Series. Notwithstanding any other provision of the Resolution, the Holder of any Bond shall have the right which is absolute and unconditional to receive payment of the principal of (and premium, if any) and interest on such Bond on the stated maturity expressed in such Bond (or, in the case of redemption, on the redemption date) and to institute suit for the enforcement of any such payment, and such right shall not be impaired without the consent of such Holder.

(Section 12.8)

Remedies Not Exclusive

No remedy conferred in the Resolution upon or reserved to the Trustee or to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Resolution or now or hereafter existing at law or in equity or by statute.

(Section 12.10)

Waiver and Non-Waiver of Default

No delay or omission of the Trustee or any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein. Every power and remedy given by the Resolution to the Trustee and the Bondholders, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Trustee, upon written request of the Holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds of the Series affected thereby, shall waive any default which in its opinion shall have been

remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the Resolution or before the completion of the enforcement of any other remedy under the Resolution.

(Section 12.11)

Notice of Event of Default

The Trustee shall give notice of each event of default under the Resolution known to the Trustee to the Institution and to any provider of a Credit Facility, within five (5) days after knowledge of the occurrence thereof and to the Holders of Bonds within thirty (30) days after knowledge of the occurrence thereof, unless such event of default shall have been remedied or cured before the giving of such notice; *provided, however*, that, except in the case of default in the payment of the principal, Sinking Fund Installments or Redemption Price of, or interest on, any of the Bonds, the Trustee shall be protected in withholding notice thereof to the Holders of Bonds if and so long as the Trustee in good faith determines that the withholding of such notice is in the best interests of the Holders of the Bonds. Each such notice of event of default shall be given by the Trustee (i) to Bondholders in accordance with the provisions of the Resolution; (ii) by giving written notice thereof to any provider of a Credit Facility and to such other persons as is required by law; and (iii) by filing a copy of such notice with EMMA.

(Section 12.12)

Defeasance

(a) If the Issuer 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 Certificate of Determination, 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 Issuer, execute and deliver such documents to evidence such discharge and satisfaction as may be reasonably required by the Issuer, and all money or securities held by it pursuant hereto 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 Issuer; and second, to the Issuer the amount certified by an Authorized Officer of the Issuer to be then due or past due pursuant to a Loan Agreement for fees and expenses of the Issuer or pursuant to any indemnity; and, then, the balance thereof to the Institution. Such money and 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 money shall have been set aside and shall be held in trust by the Trustee (through deposit of money for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in subdivision (a) above. 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) above if:

(1) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Issuer 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;

(2) there shall have been deposited with the Trustee either money in an amount which shall be sufficient, or Defeasance Securities purchased with money the principal of and interest on which when due will provide money which, together with cash, 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;

(3) the Issuer shall have given the Trustee, in form satisfactory to it, irrevocable instructions to give, as soon as practicable, a notice to the Holders of such Bonds in accordance with the provisions of the Resolution that the deposit required by clause (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with the Resolution and stating such maturity or redemption date upon which money is to be available for the payment of the principal, Sinking Fund Installments, if any, or Redemption Price, if applicable, of and interest on said Bonds; and

(4) the Trustee shall have received a Verification Report or other documentation reasonably acceptable to each of the Trustee and the Issuer as to the sufficiency of the cash or Governmental Obligations on deposit in accordance with the provisions of this subparagraph (b).

The Trustee shall give written notice to each Rating Service then rating said Bonds of the Issuer's selection of the Series and maturity the payment of which is to be made in accordance with the Resolution. The Trustee shall select the Bonds of like Series and maturity payment of which shall be made in accordance with the Resolution. Neither Defeasance Securities nor money deposited with the Trustee pursuant to the defeasance provisions 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 of the Resolution, as the case may be; **provided, further**, that money and Defeasance Securities may be withdrawn and used by the Issuer 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 Verification Report or other documentation reasonably acceptable to each of the Trustee and the Issuer as to the sufficiency of the cash or Governmental Obligations being substituted. 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 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 Issuer; and second to the Issuer the amount certified by an Authorized Officer of the Issuer to be then due or past due pursuant to a Loan Agreement for fees and expenses of the Issuer or pursuant to any indemnity; and, then, the balance thereof to the Institution. Such money and 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 an Option Bonds shall be deemed to have been paid in accordance with the defeasance provisions, there shall be deposited with the Trustee money in an amount which shall be sufficient to pay when due the maximum amount of principal of and premium, if any, and interest on such Bonds which could become payable to the Holders of such Bonds upon the exercise of any options provided to the Holders of such Bonds; **provided, however**, that if, at the time a deposit is made with the Trustee pursuant to paragraph (b) above, 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 (c). 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 Issuer, 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 Issuer; second, to the Issuer the amount certified by an Authorized Officer of the Issuer to be then due or past due pursuant to a Loan Agreement for fees and expenses of the Issuer or pursuant to any indemnity; and, then, the balance thereof to the Institution. 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) 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) above, such determination shall be made in accordance with the provisions of the Series Resolution or the Certificate of Determination relating to such Series of Bonds.

(Section 13.1)

**FORMS OF APPROVING OPINIONS
OF CO-BOND COUNSEL**

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**PROPOSED FORMS OF APPROVING OPINIONS OF CO-BOND COUNSEL
RELATING TO THE SERIES 2022 BONDS**

Upon the delivery of the Series 2022 Bonds, Barclay Damon LLP, Albany, New York, Co-Bond Counsel to DASNY, proposes to issue its legal opinion in substantially the following form:

[Delivery Date]

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

Re: Dormitory Authority of the State of New York
Wagner College Revenue Bonds, Series 2022

Ladies and Gentlemen:

We have served as co-bond counsel to the Dormitory Authority of the State of New York (the “Authority”) in connection with the issuance by the Authority of its \$110,000,000 Wagner College Revenue Bonds, Series 2022 (the “Bonds”). The Bonds are issued pursuant to the Dormitory Authority Act, being Title 4 of Article 8 of the Public Authorities Law of the State of New York, as amended to the date hereof (the “Act”), the Wagner College Revenue Bond Resolution, adopted by the Authority on January 5, 2022 (the “Resolution”), the Series Resolution 2022-1 Authorizing Up To \$110,000,000 Wagner College Revenue Bonds, adopted by the Authority on January 5, 2022 (the “Series Resolution”), and the Certificate of Determination, dated as of April 7, 2022, related to the Bonds. The Resolution and the Series Resolution are herein collectively referred to as the “Resolutions.” Capitalized terms not otherwise defined in this letter are used as defined in the Resolutions.

In our capacity as co-bond counsel, we have examined the transcript of proceedings relating to the issuance of the Bonds, a copy of the signed and authenticated Bonds of the first maturity and the Loan Agreement, dated as of April 21, 2022 (the “Loan Agreement”), between the Authority and Wagner College (the “College”), and such other documents, matters and law as we deem necessary to render the opinions set forth in this letter.

Based on that examination and subject to the limitations stated below, 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 Bonds thereunder.

2. The Resolutions have been duly and lawfully adopted by the Authority. The Resolutions are in full force and effect, and are legal, valid and binding obligations of the Authority enforceable in accordance with their respective terms. The Resolutions create the valid pledge and the valid lien they purport to create upon the proceeds of the Bonds and the Revenues, subject only to the provisions of the Resolutions permitting the withdrawal, payment, setting apart or appropriation thereof for the purposes and on the terms and conditions set forth in the Resolutions.

3. The Bonds have been duly and validly authorized and issued in accordance with the statutes of the State of New York, including the Act, and in accordance with the Resolutions. The 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 Resolutions and are entitled to the equal benefits of the Resolutions and the Act.

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

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

6. Under existing law, and assuming compliance with certain covenants described herein and the accuracy and completeness of certain representations, certifications of fact and statements of reasonable expectations made by the Authority, the College, and others, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). We are further of the opinion that interest on the Bonds is not an item of tax preference for purposes of the alternative minimum tax imposed under the Code.

The Code imposes certain ongoing requirements that must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds be and remain excluded from gross income for federal income tax purposes. Included among these requirements are restrictions on the use of proceeds of the Bonds and the facilities financed or refinanced by such proceeds, restrictions on the investment of such proceeds and other amounts, and the rebate of certain earnings in respect of such investments to the United States. The Authority, the College, and others have made certain representations, certifications of fact, and statements of reasonable expectations and the Authority and the College have given certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Bonds from gross income under Section 103 of the Code. Our opinion assumes continuing compliance with such covenants as well as the accuracy and completeness of such representations, certifications of fact, and statements of reasonable expectations. In addition, we have relied on, the opinion of Hawkins Delafield & Wood LLP, special finance counsel to the College, regarding, among other things, all matters concerning the current status of the College as an organization described in Section 501(c)(3) of the Code, and the operation of the facilities financed and refinanced by the Bonds as being in furtherance of the College's exempt purposes. In the event of the inaccuracy or incompleteness of any such representation, certifications of facts or statements of reasonable expectation, or of the failure by the Authority or the College to comply with any such covenant, including failure of the College to maintain its status as an organization described in Section 501(c)(3) of the Code or to operate the facilities financed and refinanced with the Bonds in a manner that is in furtherance of the College's exempt purposes, the interest on the Bonds could become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Bonds, regardless of the date on which the event causing such inclusion occurs.

7. Under existing law, interest on the Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivisions thereof (including The City of New York).

We express no opinion regarding any other federal, state or local tax consequences with respect to the Bonds except as set forth in paragraphs 6 and 7 above. Our opinion speaks as of the date hereof and does not contain or provide any opinions or assurance regarding the future activities of the Authority, the College or about the effect of future changes in the Code, the applicable regulations, rulings, judicial decisions, the interpretation thereof or the enforcement thereof by the Internal Revenue Service. In addition, we express no opinion on the effect of any action taken or not taken in reliance upon an opinion

of other counsel regarding federal, state or local tax matters, including, without limitation, the exclusion of interest on the Bonds from gross income for federal income tax purposes.

The opinions stated above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined, (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the Authority, and (iii) the correctness of the legal conclusions contained in the legal opinion letters of counsel to the College delivered in connection with this matter.

We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the Bonds, the Resolutions or the Loan Agreement.

The opinions contained in paragraphs 2, 3 and 4 above are qualified to the extent that the enforceability of the Resolutions, the Bonds and the Loan Agreement may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or as to the availability of any particular remedy.

We have examined a fully executed Bond, and the form of said bond and its execution is regular and proper.

The opinions rendered in this letter are stated only as of this date, and no other opinions shall be implied or inferred as a result of anything contained in or omitted from this letter. Our engagement as co-bond counsel with respect to the Bonds has concluded on this date.

Very truly yours,

Upon the delivery of the Series 2022 Bonds, The Law Offices of Barry D. Lites, LLP, Huntington., New York, Co-Bond Counsel to DASNY, proposes to issue its legal opinion in substantially the following form:

[Delivery Date]

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

Re: Dormitory Authority of the State of New York
Wagner College Revenue Bonds, Series 2022

Ladies and Gentlemen:

We have served as co-bond counsel to the Dormitory Authority of the State of New York (the “Authority”) in connection with the issuance by the Authority of its \$110,000,000 Wagner College Revenue Bonds, Series 2022 (the “Bonds”). The Bonds are issued pursuant to the Dormitory Authority Act, being Title 4 of Article 8 of the Public Authorities Law of the State of New York, as amended to the date hereof (the “Act”), the Wagner College Revenue Bond Resolution, adopted by the Authority on January 5, 2022 (the “Resolution”), the Series Resolution 2022-1 Authorizing Up To \$110,000,000 Wagner College Revenue Bonds, adopted by the Authority on January 5, 2022 (the “Series Resolution”), and the Certificate of Determination, dated as of April 7, 2022, related to the Bonds. The Resolution and the Series Resolution are herein collectively referred to as the “Resolutions.” Capitalized terms not otherwise defined in this letter are used as defined in the Resolutions.

In our capacity as co-bond counsel, we have examined the transcript of proceedings relating to the issuance of the Bonds, a copy of the signed and authenticated Bonds of the first maturity and the Loan Agreement, dated as of April 21, 2022 (the “Loan Agreement”), between the Authority and Wagner College (the “College”), and such other documents, matters and law as we deem necessary to render the opinions set forth in this letter.

Based on that examination and subject to the limitations stated below, 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 Bonds thereunder.

2. The Resolutions have been duly and lawfully adopted by the Authority. The Resolutions are in full force and effect, and are legal, valid and binding obligations of the Authority enforceable in accordance with their respective terms. The Resolutions create the valid pledge and the valid lien they purport to create upon the proceeds of the Bonds and the Revenues, subject only to the provisions of the Resolutions permitting the withdrawal, payment, setting apart or appropriation thereof for the purposes and on the terms and conditions set forth in the Resolutions.

3. The Bonds have been duly and validly authorized and issued in accordance with the statutes of the State of New York, including the Act, and in accordance with the Resolutions. The 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 Resolutions and are entitled to the equal benefits of the Resolutions and the Act.

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

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

We express no opinion regarding any other federal, state or local tax consequences with respect to the Bonds. Our opinion speaks as of the date hereof and does not contain or provide any opinions or assurance regarding the future activities of the Authority, the College or about the effect of future changes in the Code, the applicable regulations, rulings, judicial decisions, the interpretation thereof or the enforcement thereof by the Internal Revenue Service. In addition, we express no opinion on the effect of any action taken or not taken in reliance upon an opinion of other counsel regarding federal, state or local tax matters, including, without limitation, the exclusion of interest on the Bonds from gross income for federal income tax purposes.

The opinions stated above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined, (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the Authority, and (iii) the correctness of the legal conclusions contained in the legal opinion letters of counsel to the College delivered in connection with this matter.

We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the Bonds, the Resolutions or the Loan Agreement.

The opinions contained in paragraphs 2, 3 and 4 above are qualified to the extent that the enforceability of the Resolutions, the Bonds and the Loan Agreement may be limited by bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights generally or as to the availability of any particular remedy.

We have examined a fully executed Bond, and the form of said bond and its execution is regular and proper.

The opinions rendered in this letter are stated only as of this date, and no other opinions shall be implied or inferred as a result of anything contained in or omitted from this letter. Our engagement as co-bond counsel with respect to the Bonds has concluded on this date.

Very truly yours,

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FORM OF AGREEMENT TO PROVIDE CONTINUING DISCLOSURE

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FORM OF AGREEMENT TO PROVIDE CONTINUING DISCLOSURE

DORMITORY AUTHORITY OF THE STATE OF NEW YORK WAGNER COLLEGE REVENUE BONDS, SERIES 2022

This **AGREEMENT TO PROVIDE CONTINUING DISCLOSURE** (the “Disclosure Agreement”), dated as of April 21, 2022, is executed and delivered by Wagner College (the “Obligated Person”), U.S. Bank Trust Company, National Association, 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) issued by the Dormitory Authority of the State of New York (the “Issuer” or “DASNY”) 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 United States Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Act”). DAC will not provide any advice or recommendation to the Obligated Person or anyone on 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 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 Obligated Person pursuant to Section 9 hereof.

“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.

“Financial Obligation” means a (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“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.

“Loan Agreement” means the Loan Agreement dated as of April 21, 2022, by and between the Issuer and the Obligated Person.

“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 U.S. Bank Trust Company, National Association 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 for the Trustee, not later than 180 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 August 31, 2022, 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), to remind the Obligated Person of its undertaking to provide the Annual Report pursuant to Section 2(a). Upon such reminder, the Disclosure Representative 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 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 for 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 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, 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 security or other material events affecting the tax status of the security;
 - 7. Modifications to rights of security holders, if material;
 - 8. Bond calls, if material, and tender offers;
 - 9. Defeasances;
 - 10. Release, substitution, or sale of property securing repayment of the securities, if material;
 - 11. Ratings changes;
 - 12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;
 - 13. 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;
 - 14. Appointment of a successor or additional trustee, or the change of name of a trustee, if material;
 - 15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties;
- (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 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 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 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 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 in “PART 7 – THE COLLEGE” under the headings “GENERAL INFORMATION” “OPERATING INFORMATION” and “ANNUAL FINANCIAL STATEMENT INFORMATION” relating to: (1) *student admissions and enrollment*, similar to that set forth in the tables under the subheadings “Admissions” and “Enrollment;” (2) *tuition and other student charges*, similar to that set forth in the table under the subheading “Comprehensive Fee;” (3) *financial aid*, similar to that set forth in the table under the subheading “Financial Aid;” (4) *faculty*, similar to that set forth in the table under the subheading “Faculty;” (5) *employee relations*, in the form of updates to the information contained under the subheading “Employee and Labor Relations” reflecting material information about union contracts and, unless such information is included in the Audited Financial Statements, retirement plans; (6) *investments*, similar to that set forth in the table under the subheading “Investments,” unless such information is included in the Audited Financial Statements; (7) *plant values*, similar to that set forth in the table under the subheading “Campus Facilities,” unless such information is included in the Audited Financial Statements; (8) *private gifts*, similar to that set forth under the table heading “Fund Raising;” and (9) *outstanding long term indebtedness*, similar to that set forth in the table under the subheading “Long-Term Indebtedness,” unless such information is included in the Audited Financial Statements; 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 security or other material events affecting the tax status of the security;
 7. Modifications to rights of the security holders, if material;
 8. Bond calls, if material, and tender offers;
 9. Defeasances;
 10. Release, substitution, or sale of property securing repayment of the securities, if material;
 11. Rating changes;
 12. Bankruptcy, insolvency, receivership or similar event of the Obligated Person;

Note to subsection (a)(12) of this Section 4: For the purposes of the event described in subsection (a)(12) 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.

13. 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;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Obligated Person, any of which affect security holders, if material; and

16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Obligated Person, any of which reflect financial difficulties.

The Obligated Person shall, in a timely manner not in excess of ten business days after its occurrence, notify the Trustee and the Disclosure Dissemination Agent in writing upon the occurrence of a Notice Event. Each such notice shall instruct the Disclosure Dissemination Agent 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 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 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 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 Obligated Person desires to make, contain the written authorization of the Obligated Person for the Disclosure Dissemination Agent to disseminate such information, and identify the date 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 Obligated Person 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. 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 Obligated Person desires to make, contain the written

authorization for the Disclosure Dissemination Agent to disseminate such information, if applicable, and identify the date the Obligated Person desires for the Disclosure Dissemination Agent to disseminate the information. If the Disclosure Dissemination Agent has been instructed by the Obligated Person as prescribed in this Section 7(a) to file a Voluntary Event Disclosure, the Disclosure Dissemination Agent 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 Obligated Person 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. 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 Obligated Person as prescribed in this Section 7(b) to file a Voluntary Financial Disclosure, the Disclosure Dissemination Agent 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 the Obligated Person is not 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 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 Obligated Person hereby appoints DAC as exclusive Disclosure Dissemination Agent under this Disclosure Agreement. The Obligated Person 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 Obligated Person or DAC, the Obligated Person 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 Obligated Person 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 Obligated Person.

SECTION 10. Provision of Information Pursuant to the Loan Agreement.

The Obligated Person shall provide to the Disclosure Dissemination Agent, the deliverables required under Sections 3, 4 and 5 of Exhibit D to the Loan Agreement, within the timeframe required by the Loan Agreement. Promptly upon receipt of an electronic copy of any deliverable received pursuant to Sections 3, 4 or 5 of Exhibit D to the Loan Agreement, the Disclosure Dissemination Agent shall provide such deliverable to the MSRB through its EMMA System.

SECTION 11. 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 12. 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 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 Obligated Person and shall not be deemed to be acting in any fiduciary capacity for 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 Obligated Person has complied with this Disclosure Agreement. The Disclosure Dissemination Agent may conclusively rely upon certifications of 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 it shall not 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 13. No Issuer or Trustee Responsibility.

The Obligated Person and the Disclosure Dissemination Agent acknowledge that neither the Issuer nor the Trustee has 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 the Trustee only, those notices required under Section 4 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, with respect to the Trustee only, those notices required under Section 4 hereof). 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 14. Amendment; Waiver.

Notwithstanding any other provision of this Disclosure Agreement, the Obligated Person, 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 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 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, 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 or the Trustee and the assumption by any such successor of the covenants of the Obligated Person or the Trustee hereunder;

(iv) to add to the covenants of the Obligated Person or the Disclosure Dissemination Agent for the benefit of the Holders, or to surrender any right or power herein conferred upon the Obligated Person 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 15. Beneficiaries.

This Disclosure Agreement shall inure solely to the benefit of the Obligated Person, 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 16. 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 17. 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 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: _____

WAGNER COLLEGE,
Obligated Person

By: _____
Name: _____
Title: _____

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
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): Wagner College
Name of Bond Issue: Wagner College Revenue Bonds, Series 2022
Date of Issuance: April 21, 2022
Date of Official Statement: April 7, 2022

<u>Maturity</u>	<u>CUSIP No.</u>
2026	65000BMF2
2027	65000BMG0
2028	65000BMH8
2029	65000BMJ4
2030	65000BMK1
2031	65000BML9
2032	65000BMM7
2033	65000BMN5
2034	65000BMP0
2035	65000BMQ8
2036	65000BMR6
2037	65000BMS4
2038	65000BMT2
2039	65000BMU9
2040	65000BMV7
2041	65000BMW5
2042	65000BMX3
2047	65000BMY1
2057	65000BMZ8

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): Wagner College
Name of Bond Issue: Wagner College Revenue Bonds, Series 2022
Date of Issuance: April 21, 2022

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 April 21, 2022, by and among the Obligated Person, U.S. Bank Trust Company, National Association, 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: 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:

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, 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 security or other material events affecting the tax status of the security;"
7. _____ "Modifications to rights of securities holders, if material;"
8. _____ "Bond calls, if material, and tender offers;"
9. _____ "Defeasances;"
10. _____ "Release, substitution, or sale of property securing repayment of the securities, if material;"
11. _____ "Rating changes;"
12. _____ "Bankruptcy, insolvency, receivership or similar event of the obligated person;"
13. _____ "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;"
14. _____ "Appointment of a successor or additional trustee, or the change of name of a trustee, if material;"
15. _____ "Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material;" and
16. _____ "Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties."

_____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the obligated person 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 Agreement to Provide Continuing Disclosure dated as of April 21, 2022 by and among the Obligated Person, the Trustee and DAC.

Issuer’s and Obligated Person’s Names:

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 obligated person 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 Agreement to Provide Continuing Disclosure dated as of April 21, 2022 by and among the Obligated Person, the Trustee and DAC.

Issuer’s and Obligated Person’s Names:

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 obligated person 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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