NEW ISSUE
Book-Entry Only

RATING: S&P: "BB+"
(see "RATING" herein)

In the opinion of Nixon Peabody LLP, New York, New York, Bond Counsel, under existing law and assuming compliance with the tax covenants described herein, and the accuracy of certain representations and certifications made by the Issuer and the College described herein, interest on the Series 2020A 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"). Bond Counsel is also of the opinion that interest on the Series 2020A Bonds is not treated as a preference item in calculating the alternative minimum tax imposed under the Code. Bond Counsel is further of the opinion that interest on the Series 2020A Bonds is exempt from personal income taxation imposed by the State of New York or any political subdivision of the State of New York, including The City of New York. Interest on the Series 2020B Bonds is not excluded from gross income for federal income tax purposes and is not exempt from personal income taxes imposed by the State of New York or any political subdivision thereof (including The City of New York). See "TAX MATTERS – SERIES 2020A BONDS" and "TAX MATTERS – SERIES 2020B BONDS" herein regarding certain other tax considerations.

Bard

$150,770,000
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
TAX-EXEMPT REVENUE BONDS, SERIES 2020A
(BARD COLLEGE PROJECT)

$99,230,000
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
TAXABLE REVENUE BONDS, SERIES 2020B
(BARD COLLEGE PROJECT)

Dated: Date of Delivery **Due: July 1, as Shown on the Inside Cover**

The above-referenced Tax-Exempt Revenue Bonds, Series 2020A (Bard College Project) (the "Series 2020A Bonds") and Taxable Revenue Bonds, Series 2020B (Bard College Project) (the "Series 2020B Bonds" and together with the Series 2020A Bonds, the "Series 2020 Bonds") are being issued by the Dutchess County Local Development Corporation (the "Issuer") pursuant to an Indenture of Trust, dated as of December 1, 2020 (the "Indenture"), by and between the Issuer and The Bank of New York Mellon, as trustee (the "Trustee") and are payable solely out of the revenues or other receipts, funds or moneys of the Issuer pledged therefor or otherwise available to the Trustee for the payment thereof, including those derived under a Loan Agreement, dated as of December 1, 2020 (the "Loan Agreement"), between the Issuer and Bard College (the "College").

The Series 2020 Bonds will bear interest at the rates shown on the inside cover to this Official Statement. The Series 2020 Bonds will be subject to optional, mandatory and extraordinary optional redemption and to acceleration prior to maturity as described herein under "THE SERIES 2020 BONDS — Redemption Prior to Maturity".

The Series 2020 Bonds are being issued to (i) refinance the Dutchess County Industrial Development Agency's (the "IDA") Civic Facility Revenue Bonds, Series 2007A-1 (Refunding) (Bard College Civic Facility) (the "Series 2007A-1 Bonds") and the IDA's Civic Facility Revenue Bonds, Series 2007A-2 (Bard College Civic Facility) (the "Series 2007A-2 Bonds"; and, together with the Series 2007A-1 Bonds, the "Refunded Bonds"), (ii) refinance certain loans, lines of credit and capital leases, the proceeds of which were used in part for the construction, renovation and equipping of a neighborhood of dormitories for the College's Main Campus (as defined herein), the purchase of related equipment located on the Main Campus, and the provision of scholarship support for College students and working capital for the College, (iii) refinance certain loans used to acquire, renovate and equip the Montgomery Place estate located at 26 Gardner Way, River Road, Red Hook, New York 12571, (iv) finance, refinance or reimburse certain working capital expenses incurred or to be incurred by the College, including without limitation COVID-19 related expenses, (v) finance the acquisition, construction, renovation, upgrading, equipping and improving certain other Main Campus facilities, and (vi) pay certain costs of issuance of the Series 2020 Bonds. See "PLAN OF FINANCE" herein.

Interest on the Series 2020 Bonds will be payable on each January 1 and July 1, commencing July 1, 2021. The Series 2020 Bonds will be issued as registered bonds and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2020 Bonds. Individual purchases will be made in Book-Entry form only, in minimum denominations of $100,000 or $100,000 plus integral multiples of $5,000. See "THE SERIES 2020 BONDS — General" herein for a description of certain events which could change the denominations of the Series 2020 Bonds.

Principal and interest will be paid by the Issuer to the Trustee which will remit such principal and interest to DTC, which will in turn remit such principal and interest to its Participants (as defined herein) for subsequent distribution to the Beneficial Owners (as defined herein) of the Series 2020 Bonds. See "THE SERIES 2020 BONDS — Book-Entry Only System" herein.

The Series 2020 Bonds are being offered only to (i) "qualified institutional buyers" as defined in Rule 144A of the Securities Act of 1933, as amended (the "Securities Act"), (ii) "accredited investors" within the meaning of Rule 501 of Regulation D under the Securities Act and (iii) "sophisticated municipal market professionals" as defined in Municipal Securities Rulemaking Board Rule D-15.

THE SERIES 2020 BONDS WILL BE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM PAYMENTS MADE BY THE COLLEGE UNDER THE LOAN AGREEMENT AND ANY MONEYS AND SECURITIES HELD BY THE TRUSTEE UNDER THE INDENTURE. THE SERIES 2020 BONDS DO NOT CONSTITUTE AND SHALL NOT BE A DEBT OF THE STATE OF NEW YORK OR OF THE COUNTY OF DUTCHESS, NEW YORK AND NEITHER THE STATE OF NEW YORK NOR THE COUNTY OF DUTCHESS, NEW YORK SHALL BE LIABLE THEREON.

THE SERIES 2020 BONDS DO NOT GIVE RISE TO A PECUNIARY LIABILITY OR CHARGE AGAINST THE GENERAL CREDIT OR TAXING POWERS OF THE STATE OF NEW YORK OR OF THE COUNTY OF DUTCHESS, NEW YORK. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR THE INTEREST ON ANY SERIES 2020 BOND AGAINST ANY MEMBER, OFFICER, EMPLOYEE OR AGENT OF THE ISSUER.

This cover page contains information for general reference only. It is not intended as a summary of this transaction. Investors are advised to read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series 2020 Bonds are offered when, as and if issued and received by KeyBanc Capital Markets Inc. and Citigroup Global Markets Inc. (together, the "Underwriters") and subject to the receipt of the unqualified legal opinion as to the validity of the Series 2020 Bonds of Nixon Peabody LLP, New York, New York, Bond Counsel. Certain legal matters will be passed upon for the College by its counsel, Locke Lord LLP, Boston, Massachusetts. Certain legal matters will be passed upon for the Issuer by its counsel, Cappillino Rothschild & Egan LLP, Pawling, New York. Certain legal matters will be passed upon for the Underwriters by their counsel, Arent Fox LLP, New York, New York. It is anticipated that the Series 2020 Bonds will be available for delivery in book-entry only form to DTC on or about December 23, 2020.

KEYBANC CAPITAL MARKETS INC. **CITIGROUP**

Dated: December 15, 2020

$150,770,000
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
TAX-EXEMPT REVENUE BONDS, SERIES 2020A
(BARD COLLEGE PROJECT)

Maturities, Amounts, Interest Rates, and Yields

$15,280,000, 5.000% Term Bonds, due July 1, 2040, Yield 4.125%* CUSIP 267045NH1†
$56,685,000, 5.000% Term Bonds, due July 1, 2045, Yield 4.250%* CUSIP 267045NJ7†
$78,805,000, 5.000% Term Bonds, due July 1, 2051, Yield 4.375%* CUSIP 267045NK4†

$99,230,000
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
TAXABLE REVENUE BONDS, SERIES 2020B
(BARD COLLEGE PROJECT)

Maturities, Amounts, Interest Rates, and Yields

$99,230,000, 5.918% Term Bonds, due July 1, 2039, Yield 5.918% CUSIP 267045NL2†

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* Priced at the stated yield to the first optional redemption date of July 1, 2030.

† CUSIP numbers have been assigned by an independent company not affiliated with the Issuer or the College and are included solely for the convenience of Bondholders only at the time of issuance of the Series 2020 Bonds, and none of the Issuer, the College or the Underwriters make any representation with respect to such numbers or undertake any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2020 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity, remarketing 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 certain maturities of the Series 2020 Bonds.

No broker, dealer, salesperson or other person has been authorized by the Issuer or the College to give any information or to make any representations not contained in this Official Statement, and, if given or made, such information or representations must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any sale of the Series 2020 Bonds by any person in any jurisdiction in which it is unlawful to make such offer, solicitation or sale.

The information, estimates and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the College.

THE SERIES 2020 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2020 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2020 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2020 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

This Official Statement contains a general description of the Series 2020 Bonds, the Issuer, the College, and the plan of finance, and sets forth summaries of certain provisions of the Act, the Loan Agreement and the Indenture. The descriptions and summaries herein do not purport to be complete and are not to be construed to be a representation of the Issuer or the College. Persons interested in purchasing the Series 2020 Bonds should carefully review this Official Statement (including the Appendices attached hereto) as well as copies of such documents in their entireties, which are held by the Trustee at its principal corporate trust office.

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

References to web site addresses 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 web sites and the information or links contained therein are not incorporated into, and are not a part of, this Official Statement.

The Series 2020 Bonds bear a "speculative grade" rating rather than "investment grade" by S&P Global Ratings ("S&P"), the rating service maintaining a rating on the Series 2020 Bonds, and bonds in the speculative grade category may have significant credit uncertainties and risks. As a result, the purchase of the Series 2020 Bonds is suitable only for investors that understand and are able to bear the credit, liquidity and market risks associated with the Series 2020 Bonds. Accordingly, the Series 2020 Bonds are being offered only to (i) "qualified institutional buyers" as defined in Rule 144A of the Securities Act, (ii) "accredited investors" within the meaning of Rule 501 of Regulation D under the Securities Act and (iii) "sophisticated municipal market professionals" as defined in Municipal Securities Rulemaking Board Rule D-15.

Information included under the heading "BONDHOLDERS' RISKS" and other sections in this Official Statement and APPENDIX A attached hereto includes forward-looking statements about the future that are necessarily subject to various risks and uncertainties (the "Forward-Looking Statements"), including but not limited to the ongoing effects of the COVID-19 pandemic described in "BONDHOLDERS' RISKS–Potential Impact of COVID-19" and in Appendix A –"CERTAIN INFORMATION CONCERNING THE COLLEGE–Impact of COVID-19 Pandemic", could cause the actual results to differ materially from those matters expressed in or implied by such Forward-Looking Statements. These Forward-Looking Statements are (i) based on the beliefs and assumptions of management of the College and on information currently available to such management as of the date of this Official Statement and (ii) generally identifiable by words such as "estimates", "expects", "anticipates", "plans", "believes" and other similar expressions.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

References to web site 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 web sites and the information or links contained therein are not incorporated into, and are not part of, this final official statement for purposes of, and as that term is defined in, SEC Rule 15c2-12.

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OFFICIAL STATEMENT
of the
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION

Relating to

\$150,770,000 **DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION TAX-EXEMPT REVENUE BONDS, SERIES 2020A (BARD COLLEGE PROJECT)**	**\$99,230,000** **DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION TAXABLE REVENUE BONDS, SERIES 2020B (BARD COLLEGE PROJECT)**

INTRODUCTION

The purpose of this Official Statement, including the inside cover page and the appendices attached hereto, is to provide information in connection with the issuance by the Dutchess County Local Development Corporation (the "Issuer") of its \$150,770,000 Tax-Exempt Revenue Bonds, Series 2020A (Bard College Project) (the "Series 2020A Bonds") and its \$99,230,000 Taxable Revenue Bonds, Series 2020B (Bard College Project) (the "Series 2020B Bonds" and together with the Series 2020A Bonds, the "Series 2020 Bonds"). The following is a brief description of certain information concerning the Series 2020 Bonds, the Issuer and Bard College (the "College"). A more complete description of such information and additional information that may affect decisions to invest in the Series 2020 Bonds is contained throughout this Official Statement, which should be read in its entirety. Certain capitalized terms not otherwise defined herein are defined in APPENDIX C — "GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS—DEFINITIONS OF CERTAIN TERMS."

Purpose of the Issue

The Series 2020 Bonds are being issued to (i) refinance the Dutchess County Industrial Development Agency's (the "IDA") Civic Facility Revenue Bonds, Series 2007A-1 (Refunding) (Bard College Civic Facility) (the "Series 2007A-1 Bonds") and the IDA's Civic Facility Revenue Bonds, Series 2007A-2 (Bard College Civic Facility) (the "Series 2007A-2 Bonds"; and, together with the Series 2007A-1 Bonds, the "Refunded Bonds"), (ii) refinance certain loans, lines of credit and capital leases, the proceeds of which were used in part for the construction, renovation and equipping of a neighborhood of dormitories for the College's Main Campus (as defined herein), the purchase of related-equipment located on the Main Campus, and the provision of scholarship support for College students and working capital for the College, (iii) refinance certain loans used to acquire, renovate and equip the Montgomery Place estate located at 26 Gardner Way, River Road, Red Hook, New York 12571, (iv) finance, refinance or reimburse certain working capital expenses incurred or to be incurred by the College, including, without limitation COVID-19 related expenses; (v) finance the acquisition, construction, renovation, upgrading, equipping and improving certain other Main Campus facilities, and (vi) pay certain costs of issuance of the Series 2020 Bonds. See "PLAN OF FINANCE" herein.

Authorization of the Series 2020 Bonds

The Series 2020 Bonds are authorized to be issued pursuant to resolutions of the Issuer adopted on October 2, 2020, as supplemented and amended by resolutions of the Issuer adopted on December 2, 2020 (as so supplemented and amended, the "Resolution"). The Series 2020 Bonds will be issued under an Indenture of Trust, dated as of December 1, 2020 (the "Indenture"), by and between the Issuer and The Bank of New York Mellon, as trustee (the "Trustee"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS" herein.

Bank of New York Mellon, as trustee (the "Trustee"). See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS" herein.

The Issuer

The Issuer is a not-for-profit local development corporation created as a public instrumentality of Dutchess County, New York (the "County"), for the purpose of promoting the economic welfare of the inhabitants of the County. The Issuer was formed under the Not-For-Profit Corporation Law of the State of New York (the "State") and is operated under Article 14 of the Not-For-Profit Corporation Law, as amended from time to time (the "Act"). The Issuer has no taxing power. See "THE ISSUER" herein.

The College

The College is a private, non-sectarian, nonprofit institution of higher education chartered by the State Legislature. The College is located in Annandale-on-Hudson, New York. For more information on the College, see "THE COLLEGE" herein and APPENDIX A — "CERTAIN INFORMATION CONCERNING THE COLLEGE" and APPENDIX B — "FINANCIAL STATEMENTS" herein.

Limited Obligations of the Issuer

THE SERIES 2020 BONDS WILL BE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM PAYMENTS MADE BY THE COLLEGE UNDER THE LOAN AGREEMENT AND ANY MONEYS AND SECURITIES HELD BY THE TRUSTEE UNDER THE INDENTURE. THE SERIES 2020 BONDS DO NOT CONSTITUTE AND SHALL NOT BE A DEBT OF THE STATE OF NEW YORK OR OF THE COUNTY OF DUTCHESS, NEW YORK AND NEITHER THE STATE OF NEW YORK NOR THE COUNTY OF DUTCHESS, NEW YORK SHALL BE LIABLE THEREON. THE SERIES 2020 BONDS ARE NOT A DEBT OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY, AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE COUNTY, SHALL BE LIABLE THEREON. THE SERIES 2020 BONDS SHALL NOT BE PAYABLE FROM ANY OTHER FUNDS OF THE ISSUER. THE ISSUER HAS NO TAXING POWERS.

General

The Series 2020 Bonds will be issued as "Book-Entry only" obligations to be held by The Depository Trust Company, as depository (the "Securities Depository") for the Series 2020 Bonds. See "THE SERIES 2020 BONDS — Book-Entry Only System" herein.

The Series 2020 Bonds will be equally and ratably secured as to principal and interest under the Indenture. The Indenture constitutes a first lien on the Trust Estate (as defined in the Indenture).

The purchase of the Series 2020 Bonds involves a degree of risk. Prospective purchasers should carefully consider the material under the caption "BONDHOLDERS' RISKS" herein.

The Series 2020 Bonds will be sold and delivered by the Issuer to KeyBanc Capital Markets Inc. and Citigroup Global Markets, Inc. (together, the "Underwriters") as set forth in that certain Purchase Contract (the "Purchase Contract") by and among the Issuer, the College and the Underwriters. See "UNDERWRITING" herein.

The following summaries are not comprehensive or definitive. All references to the Series 2020 Bonds, the Indenture and the Loan Agreement are qualified in their entirety by the definitive forms thereof, copies of which are on file at the principal corporate trust office of the Trustee.

Capitalized terms used in this Official Statement shall have the meanings specified herein and in APPENDIX C — "GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS—DEFINITIONS OF CERTAIN TERMS."

THE SERIES 2020 BONDS

General

The Series 2020 Bonds will be dated, bear interest at the rates per annum and mature in the years and in the principal amounts shown on the inside cover page to this Official Statement, subject to redemption prior to maturity as hereinafter described. The Series 2020 Bonds are issued as book entry only bonds registered in the name of Cede & Co. in the minimum denomination of $100,000 or any integral multiple of $5,000 in excess thereof; provided, however, that in the event that the Series 2020 Bonds receive an "investment grade rating" from each of the rating agencies then rating the Series 2020 Bonds, the College agrees to promptly provide written evidence of the foregoing to the Issuer and the Trustee and upon receipt of such written evidence the Issuer shall direct the Trustee to reduce the minimum denomination for the Series 2020 Bonds to $5,000 or any integral multiple thereof and the restrictions on transfer of the Series 2020 Bonds described in "INVESTOR SUITABILITY STANDARDS AND TRANSFER RESTRICTIONS" herein will be lifted. For purposes of this Section, an "investment grade rating" shall mean "BBB-" or higher by Fitch, "Baa3" or higher by Moody's or "BBB-" or higher by S&P.

Interest on the Series 2020 Bonds will be payable semiannually on January 1 and July 1, commencing July 1, 2021. Subject to the provisions described below under "Book-Entry Only System," principal of and any redemption premium on the Series 2020 Bonds are payable upon presentation and surrender of such Series 2020 Bonds at the principal corporate trust office of the Trustee and interest on the Series 2020 Bonds will be payable by check mailed or by wire transfer to any owner of at least $500,000 in aggregate principal amount of Series 2020 Bonds on each Debt Service Payment Date to the registered holders thereof at their addresses appearing on the registration books maintained by the Trustee.

Redemption Prior to Maturity

Optional Redemption

The Series 2020A Bonds maturing on and after July 1, 2031 are subject to redemption by the Issuer, at the option of the College, on or after July 1, 2030, in whole or in part at any time, at the Redemption Price (as defined in the Indenture) equal to 100% of the principal amount being redeemed, plus accrued interest to the Redemption Date, upon receipt by the Trustee of notice from the College on behalf of the Issuer, directing such redemption.

The Series 2020B Bonds shall be subject to redemption prior to maturity by the Issuer, at the direction of the College, in whole or in part on any date, in such order of maturity as the College shall direct and by lot within a maturity, at a redemption price equal to the Make-Whole Redemption Price. The "Make-Whole Redemption Price" is equal to the greater of (i) 100% of the principal amount of the Series 2020B Bonds to be redeemed or (ii) the sum of the present value of the remaining scheduled payments of principal and interest to the maturity date of the Series 2020B Bonds to be redeemed, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2020B Bonds are to be redeemed, discounted to the date on which the Series 2020B Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the

Treasury Rate, plus 75 basis points, plus, in each case, accrued interest on the Series 2020B Bonds to be redeemed to be redeemed to the redemption date.

Notwithstanding the forgoing, in no event shall the redemption price of the Series 2020B Bonds to be redeemed pursuant to the optional make-whole redemption provision described above exceed 125% of the principal amount of the Series 2020B Bonds to be redeemed, plus accrued interest on the Series 2020B Bonds to be redeemed to the redemption date.

The "Treasury Rate" means, with respect to any redemption date for a particular Series 2020B Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity, excluding inflation indexed securities (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date or, if such Statistical Release is no longer published, any publicly available source of similar market data) most nearly equal to the period from the redemption date to the maturity date of the Series 2020B Bond to be redeemed; provided, however that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used.

The redemption price of Series 2020B Bonds to be redeemed pursuant to the optional make-whole redemption provision described above will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the College at the College's expense to calculate such redemption price. The Issuer, the Trustee and the College may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

The Series 2020 Bonds are subject to extraordinary optional redemption prior to maturity, at the request of the College, as a whole or in part at any time, without premium or penalty, at a Redemption Price equal to 100% of the principal amount of the Series 2020 Bonds to be redeemed plus interest accrued thereon to the Redemption Date, upon the occurrence of any of the following events:

(i) The Project or any material portion of the Project shall have been damaged or destroyed to such extent that, in the opinion of an Authorized Representative of the College (expressed in a certificate filed with the Issuer and the Trustee within sixty (60) days after such damage or destruction), (A) the Project or any such portion of any of the Project cannot be reasonably restored within a period of twelve (12) consecutive months after such damage or destruction to the condition thereof immediately preceding such damage or destruction, or (B) the College is thereby prevented or is reasonably expected to be thereby prevented from carrying on its normal operations within the Project or any such portion of any of the Project for a period of twelve (12) consecutive months after such damage or destruction, or (C) the cost of restoration of any of the Project or such portion of any of the Project would exceed the Net Proceeds of insurance carried thereon; or

(ii) Title to, or the use of, all or any material part of any of the Project shall have been taken by Condemnation such that, in the opinion of an Authorized Representative of the College (expressed in a certificate filed with the Issuer and the Trustee within sixty (60) days after the date of such taking), the College is thereby prevented from carrying on its normal operations therein for a period of twelve (12) consecutive months after such taking.

Mandatory Sinking Fund Redemption

The Series 2020A Bonds maturing on July 1, 2040, July 1, 2045 and July 1, 2051 are subject to mandatory redemption in part by lot by operation of Sinking Fund Payments at a redemption price equal to the principal amount of the Series 2020A Bonds to be redeemed plus accrued interest to the Redemption Date as set forth in the following tables.

$15,280,000 Series 2020A Term Bonds Maturing July 1, 2040

Sinking Fund Payment Date (July 1)	Amount
2039	$5,545,000
2040*	9,735,000

*Maturity Date

$56,685,000 Series 2020A Term Bonds Maturing July 1, 2045

Sinking Fund Payment Date (July 1)	Amount
2041	$10,230,000
2042	10,755,000
2043	11,310,000
2044	11,890,000
2045*	12,500,000

*Maturity Date

$78,805,000 Series 2020A Term Bonds Maturing July 1, 2051

Sinking Fund Payment Date (July 1)	Amount
2046	$13,140,000
2047	13,815,000
2048	14,520,000
2049	15,265,000
2050	16,050,000
2051*	6,015,000

*Maturity Date

The Series 2020B Bonds are subject to mandatory redemption in part by lot by operation of Sinking Fund Payments at a redemption price equal to the principal amount of the Series 2020B Bonds to be redeemed plus accrued interest to the Redemption Date as set forth in the following table.

$99,230,000 Series 2020B Term Bonds Maturing July 1, 2039

Sinking Fund Payment Date (July 1)	Amount
2022	$2,500,000
2023	3,595,000
2024	3,815,000
2025	4,045,000
2026	4,295,000
2027	4,555,000
2028	4,835,000
2029	5,125,000
2030	5,440,000
2031	5,770,000
2032	6,125,000
2033	6,495,000
2034	6,895,000
2035	7,315,000
2036	7,760,000
2037	8,235,000
2038	8,735,000
2039*	3,695,000

*Maturity Date

If any maturity of the Series 2020 Bonds which is subject to sinking fund redemption is to be redeemed in part (other than through a scheduled mandatory redemption), the Trustee shall credit the principal amount so redeemed against the mandatory Sinking Fund Payments in such order as may be designated by the College.

Notice of Redemption

The Trustee shall give notice of the redemption of the Series 2020 Bonds in the name of the Issuer, by mail at least thirty (30) days and not more than sixty (60) days prior to said redemption to the Owner of each Series 2020 Bond to be redeemed at the address shown on the registration books, stating: (i) the Series 2020 Bonds to be redeemed; (ii) the Redemption Date; (iii) that such Series 2020 Bonds will be redeemed at the Office of the Trustee; (iv) that on the Redemption Date there shall become due and payable upon each Series 2020 Bond to be redeemed the Redemption Price thereof, together with interest accrued to the Redemption Date; and (v) that from and after the Redemption Date interest thereon shall cease to accrue. Any notice of redemption may be conditioned on sufficient funds being on deposit with the Trustee on the Redemption Date to effect such redemption and if sufficient funds are not on deposit, the redemption shall be rescinded and be of no further force and effect.

Such notice shall further state that payment of the applicable Redemption Price plus accrued interest to the Redemption Date will be made upon presentation and surrender of the Series 2020 Bonds or portions thereof to be redeemed; and that the Series 2020 Bonds or portions thereof so called for redemption will be deemed redeemed and will cease to bear interest on the specified Redemption Date, provided that moneys for their redemption have been duly deposited with the Trustee; and, except for the purpose of payment, that such Series 2020 Bonds will no longer be protected by the Indenture. Notwithstanding anything to the contrary contained in the Indenture, failure by the Trustee to give such notice by mail, or any defect therein, shall not affect the validity of any proceeding for the redemption of the Series 2020 Bonds.

Any notice of redemption given with respect to a Book-Entry Bond shall comply with the requirements for notice contained in the letter of representation from the Issuer to the Securities Depository relating to such Book-Entry Bond.

Notice of any redemption with respect to the Series 2020 Bonds held under a book-entry system shall be given by the Bond Registrar or the Trustee only to the Securities Depository, or its nominee, as the Holder of such Bonds. Selection of book-entry interests in the Series 2020 Bonds called for redemption is the responsibility of the Securities Depository and any failure of any Direct Participant, Indirect Participant or Beneficial Owner to receive such notice and its content or effect will not affect the validity of such notice or any proceedings for the redemption of such Series 2020 Bonds.

Payment of Redeemed Series 2020 Bonds

After notice shall have been given in the manner provided above, the Series 2020 Bonds or portions thereof called for redemption shall become due and payable on the Redemption Date so designated. Upon presentation and surrender of such Series 2020 Bonds at the Office of the Trustee, such Series 2020 Bonds shall be paid at the Redemption Price, plus accrued interest to the Redemption Date.

If, on the Redemption Date, moneys for the redemption of all the Series 2020 Bonds or portions thereof to be redeemed, together with interest thereon to the Redemption Date, shall be held by the Trustee so as to be available therefor on such date, the Series 2020 Bonds or portions thereof so called for redemption shall cease to bear interest, and such Series 2020 Bonds or portions thereof shall no longer be Outstanding under the Indenture or be secured by or be entitled to the benefits of the Indenture except with respect to payment of the Redemption Price thereof and accrued interest thereon to the Redemption Date. If such moneys shall not be so available on the Redemption Date, such Series 2020 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 and shall continue to be secured by and be entitled to the benefits of the Indenture.

In the event of any partial redemption, the particular Series 2020 Bonds or portions thereof (equal to $5,000 or any integral multiple of $5,000 in excess thereof) to be redeemed shall be selected by the Trustee not more than sixty (60) days prior to the Redemption Date from maturities designated in writing by the College, and within each maturity by lot or by such other method as the Trustee shall deem fair and appropriate, provided that for so long as the Series 2020 Bonds shall be Book-Entry Bonds, the particular Series 2020 Bond or portions thereof to be redeemed within a maturity may be selected by lot by the Securities Depository in such manner as the Securities Depository may determine.

Purchase in Lieu of Redemption

The College shall have the option to cause any Series 2020 Bonds to be purchased by the College, or its designee, in lieu of redemption pursuant to the Indenture. Such option may be exercised by delivery to the Trustee, within the time period specified under "*Notice of Redemption*" above, as though the written request were a written notice of the College's election to cause redemption of the Series 2020 Bonds, of a written notice of the College specifying that the Series 2020 Bonds shall not be redeemed, but instead shall be subject to purchase pursuant to the Indenture. Upon delivery of such notice, (i) the Trustee shall thereupon give the owners of the Series 2020 Bonds to be purchased notice of such purchase in the manner specified in the Indenture as though such purchase were a redemption and the purchase of such Series 2020 Bonds shall be mandatory and enforceable against the Bondholders, and (ii) the Series 2020 Bonds shall not be redeemed but shall be purchased by the College at a price equal to the Redemption Price specified above, together with interest accrued to the Redemption Date, and if so purchased, the Series 2020 Bonds shall continue to be Outstanding under the Indenture for all purposes and shall continue to be subject to optional redemption as provided in the Indenture. In the case of the purchase of less than all of the Series 2020 Bonds, the particular Series 2020 Bonds to be purchased shall be selected in accordance with the provisions of the Indenture as though such purchase were a redemption, or in such other manner as the College shall direct, provided such selection method is described in the written request to the Trustee. The Series 2020 Bonds so purchased by the College or any affiliate shall be delivered to the Trustee for cancellation within fifteen (15) days of the date of purchase unless the College shall deliver to the Trustee and the Issuer an opinion of Bond Counsel to the effect that the failure to surrender such Series 2020 Bonds by such date will not affect the exclusion of the interest on any Series 2020A Bonds then Outstanding from gross income for federal income tax purposes.

Registration, Transfer and Exchange

So long as any Series of Bonds shall remain Outstanding under the Indenture, the Issuer shall maintain, at the office of the Trustee, books for the registration and transfer such Series of Bonds. The Trustee is appointed Bond Registrar for the Issuer under the Indenture for the purpose of registering and making transfers on such registration books for each Series of Bonds issued thereunder. The Trustee, as Bond Registrar, shall register in such books and permit to be transferred thereon, under such reasonable regulations as the Trustee may prescribe, any Series of Bonds entitled to registration or transfer.

Each Series 2020 Bond shall be transferable only on the books of the Issuer and upon surrender of the Series 2020 Bond, at the Office of the Trustee, together with a written instrument of transfer, satisfactory to the Trustee, duly executed by the registered owner or his attorney duly authorized in writing. Upon the transfer of any registered Series 2020 Bond, the Issuer shall issue in the name of the transferee a new registered Series 2020 Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2020 Bond. Each Bond shall only be transferable to either (i) a "Qualified Institutional Buyer" (as defined in Rule 144A under the Securities Act of 1933, as amended); (ii) an "accredited investor" (as defined in Rule 501 of Regulation D under the Securities Act of 1933, as amended), or (iii) "sophisticated municipal market professionals" as defined in Municipal Securities Rulemaking Board Rule D-15. See "INVESTOR SUITABILITY STANDARDS AND TRANSFER RESTRICTIONS" for a description of certain events which could change the restrictions on transfer of the Series 2020 Bonds described above.

The Issuer, the Trustee and any Paying Agent may deem and treat the Person in whose name any Series 2020 Bond shall be registered upon the books of the Issuer as the absolute owner thereof, whether such Series 2020 Bond shall be overdue or not for the purpose of receiving payment of the principal of or Redemption Price and, except as otherwise provided in the Indenture, interest on such Series 2020 Bond and for all other purposes. All such payments so made to any such registered Owner or upon his order shall be valid and effectual to satisfy and discharge the liability of the Issuer upon such Series 2020 Bond to the extent of the sum or sums so paid. None of the Issuer, the Trustee or any Paying Agent shall be affected by any notice to the contrary.

In all cases in which the privilege of exchanging or transferring the Series 2020 Bonds is exercised, the Issuer shall execute and, upon the Issuer's request, the Trustee shall authenticate and deliver the Series 2020 Bonds in accordance with the provisions of the Indenture. All Series 2020 Bonds surrendered in any exchanges or transfers shall forthwith be canceled in accordance with the provisions of the Indenture. For every exchange or transfer of the Series 2020 Bonds, whether temporary or definitive, the Issuer or the Trustee may make a charge sufficient to reimburse it for (i) any tax, fee or other governmental charge required to be paid with respect to the delivery of definitive Series 2020 Bonds in exchange for temporary Series 2020 Bonds, (ii) the cost of preparing each new Series 2020 Bond, and (iii) any other expenses of the Issuer or the Trustee incurred in connection therewith.

Neither the Issuer nor the Trustee shall be obligated to exchange or transfer any Series 2020 Bond during the ten (10) days next preceding (i) a Debt Service Payment Date (as defined in the Indenture), or

(ii) in the case of any proposed redemption of Series 2020 Bonds, the date of the first mailing of notice of such redemption.

Acceleration

The occurrence of certain Events of Default under the Indenture and the Loan Agreement or any similar provision in any other loan agreement with respect to any Additional Bonds (as defined in the Indenture), shall cause all Series of Bonds Outstanding to become immediately due and payable without action or notice of any kind on the part of the Trustee or the Issuer. Upon the occurrence and continuance of an Event of Default, the Trustee shall, by notice in writing delivered to the Issuer and the College, declare all Series of Bonds Outstanding immediately due and payable, and such Series of Bonds shall become and be immediately due and payable, anything in the Series of Bonds or in the Indenture to the contrary notwithstanding. In such event, there shall be due and payable on the Series of Bonds an amount equal to the total principal amount of all such Series of Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment. If all of the Series of Bonds Outstanding shall become so immediately due and payable, the Issuer and the Trustee shall as soon as possible declare by written notice to the College all unpaid installments payable by the College under the Loan Agreement or any similar provision in any other loan agreement with respect to any Additional Bonds to be immediately due and payable. At any time after the principal of the Series 2020 Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Indenture, the Trustee may annul such declaration and its consequences with respect to any Series 2020 Bonds not then due by their terms if all conditions to such annulment set forth in the Indenture are satisfied. See APPENDIX C — "GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS — SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE OF TRUST—Acceleration; Annulment of Acceleration."

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2020 Bonds. The Series 2020 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2020 Bond will be issued for each maturity of each series of the Series 2020 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

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

Purchases of the Series 2020 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2020 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2020 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 2020 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 Series 2020 Bonds, except in the event that use of the Book-Entry system for the Series 2020 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2020 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 2020 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2020 Bonds. DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2020 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 2020 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2020 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer 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 Series 2020 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2020 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Paying Agent, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or Paying Agent, 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.

DTC may discontinue providing its services as securities depository with respect to the Series 2020 Bonds at any time by giving reasonable notice to the Issuer or the Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2020 Bond certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2020 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 Issuer, the College and the Underwriters believe to be reliable, but neither the Issuer, the College nor the Underwriters take any responsibility for the accuracy thereof.

NONE OF THE ISSUER, THE COLLEGE, THE UNDERWRITERS OR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATIONS TO THE PARTICIPANTS OR THE BENEFICIAL OWNERS WITH RESPECT TO (1) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DTC PARTICIPANT, (2) THE PAYMENT BY DTC OR ANY DTC PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL, REDEMPTION PRICE OR PURCHASE PRICE OR INTEREST ON THE SERIES 2020 BONDS, (3) THE DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMIITED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDOWNERS, (4) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE SERIES 2020 BONDS, OR (5) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS BONDOWNER.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2020 BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE BONDOWNERS OR REGISTERED HOLDERS OF THE SERIES 2020 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2020 BONDS.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the long-term debt service requirements of the College for each Fiscal Year ending June 30 of the years shown for (i) the payment of the principal on the Series 2020 Bonds, payable on July 1 of each such period and the interest payments coming due during each such period with respect to the Series 2020 Bonds and (ii) the total aggregate debt service payments coming due during such period with respect to the Series 2020 Bonds.

Period Ending (June 30)	Series 2020A Bonds Principal	Series 2020A Bonds Interest	Series 2020B Bonds Principal	Series 2020B Bonds Interest	Total
2021	$ -	$ -	$ -	$ -	$ -
2022	-	7,706,022.22	-	6,002,929.88	13,708,952.10
2023	-	7,538,500.00	2,500,000.00	5,798,456.40	15,836,956.40
2024	-	7,538,500.00	3,595,000.00	5,618,105.35	16,751,605.35
2025	-	7,538,500.00	3,815,000.00	5,398,843.45	16,752,343.45
2026	-	7,538,500.00	4,045,000.00	5,166,266.05	16,749,766.05
2027	-	7,538,500.00	4,295,000.00	4,919,485.45	16,752,985.45
2028	-	7,538,500.00	4,555,000.00	4,657,613.95	16,751,113.95
2029	-	7,538,500.00	4,835,000.00	4,379,763.85	16,753,263.85
2030	-	7,538,500.00	5,125,000.00	4,085,047.45	16,748,547.45
2031	-	7,538,500.00	5,440,000.00	3,772,429.10	16,750,929.10
2032	-	7,538,500.00	5,770,000.00	3,440,725.20	16,749,225.20
2033	-	7,538,500.00	6,125,000.00	3,088,752.15	16,752,252.15
2034	-	7,538,500.00	6,495,000.00	2,715,326.35	16,748,826.35
2035	-	7,538,500.00	6,895,000.00	2,319,116.25	16,752,616.25
2036	-	7,538,500.00	7,315,000.00	1,898,642.35	16,752,142.35
2037	-	7,538,500.00	7,760,000.00	1,452,573.10	16,751,073.10
2038	-	7,538,500.00	8,235,000.00	979,281.05	16,752,781.05
2039	-	7,538,500.00	8,735,000.00	477,138.75	16,750,638.75
2040	5,545,000.00	7,399,875.00	3,695,000.00	109,335.05	16,749,210.05
2041	9,735,000.00	7,017,875.00	-	-	16,752,875.00
2042	10,230,000.00	6,518,750.00	-	-	16,748,750.00
2043	10,755,000.00	5,994,125.00	-	-	16,749,125.00
2044	11,310,000.00	5,442,500.00	-	-	16,752,500.00
2045	11,890,000.00	4,862,500.00	-	-	16,752,500.00
2046	12,500,000.00	4,252,750.00	-	-	16,752,750.00
2047	13,140,000.00	3,611,750.00	-	-	16,751,750.00
2048	13,815,000.00	2,937,875.00	-	-	16,752,875.00
2049	14,520,000.00	2,229,500.00	-	-	16,749,500.00
2050	15,265,000.00	1,484,875.00	-	-	16,749,875.00
2051	16,050,000.00	702,000.00	-	-	16,752,000.00
2052	6,015,000.00	150,375.00	-	-	6,165,375.00
Total	$150,770,000.00	$188,465,272.22	$99,230,000	$66,279,831.18	$504,745,103.40

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS

The Series 2020 Bonds will be secured by (i) the Issuer's rights and remedies under the Loan Agreement (except with respect to the Unassigned Rights), including the right to collect and receive loan payments required to be made thereunder, and (ii) all other moneys and securities held from time to time by the Trustee for the Bondholders pursuant to the Indenture, except moneys held in the Rebate Fund.

Pledge of the Indenture

The Indenture constitutes a contract among the Issuer, the Trustee and the Owners from time to time of the Series 2020 Bonds and any series of Additional Bonds, and the pledge made in the Indenture and the covenants set forth therein to be performed by the Issuer are for the equal and ratable benefit, security and protection of all Owners of the Series 2020 Bonds and any series of Additional Bonds which from time to time may be issued under and secured by the Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2020 Bonds over any other of the Series 2020 Bonds or over any other series of Additional Bonds issued thereunder.

Loan Agreement

The Loan Agreement and the obligation of the College to make payments under the Loan Agreement are general obligations of the College. Under the Loan Agreement, the College will be absolutely and unconditionally obligated to make loan payments to the Trustee, as the assignee of the Issuer, sufficient to provide for the payment of the principal of, interest on, and premium, if any, on the Series 2020 Bonds when due, and to provide for deposits to the Bond Fund, if required, at the times and in the amounts required by the Indenture and the Loan Agreement. The College's obligation to pay such Loan payments is evidenced by the Series 2020A Promissory Note and by the Series 2020B Promissory Note. See APPENDIX C — "GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS–SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT—Obligations of College Under the Loan Agreement Unconditional."

Debt Service Reserve Fund

The Indenture establishes the Debt Service Reserve Fund. The Debt Service Reserve Fund Requirement for a Series of Bonds means (A) the lesser of (i) the maximum annual debt service on the applicable Series of Bonds, (ii) one-hundred twenty five percent (125%) of the College's average annual debt service on the applicable Series of Bonds, or (iii) ten percent (10%) of (x) the Stated Principal Amount (as defined in the Tax Certificate) of the Series 2020A Bonds or (y) the par amount of the Series 2020B Bonds, as applicable; or (B) such lesser amount as may be required in a Supplemental Indenture authorizing a Series of Additional Bonds. Upon the issuance, sale and delivery of the Series 2020A Bonds, the Issuer shall transfer to the Trustee for deposit into the Series 2020A Account of the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Fund Requirement with respect to the Series 2020A Bonds from the proceeds of the sale of the Series 2020A Bonds. Upon the issuance, sale and delivery of the Series 2020B Bonds, the Issuer shall transfer to the Trustee for deposit into the Series 2020B Account of the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Fund Requirement with respect to the Series 2020B Bonds, to the extent such moneys are available for such purpose from the proceeds of the sale of the Series 2020B Bonds.

The money on deposit in the Series 2020A Account of the Debt Service Reserve Fund is held solely for the benefit of the holders of the Series 2020A Bonds and no portion of the Series 2020A Account of the Debt Service Reserve Fund may be used to pay Debt Service Payments on the Series 2020B Bonds or any other Series of Bonds. The money on deposit in the Series 2020B Account of the Debt Service Reserve Fund is held solely for the benefit of the holders of the Series 2020B Bonds and no portion of the Series 2020B Account of the Debt Service Reserve Fund may be used to pay Debt Service Payments on the Series 2020A Bonds or any other Series of Bonds. See APPENDIX C — "GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS –SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE— Payments into Debt Service Reserve Fund; Application of Debt Service Reserve Fund."

In the event there shall be on any Debt Service Payment Date, a deficiency in the Bond Fund, with respect to any Bond or Series of Bonds, the Trustee shall make up any such deficiency from the applicable Account of the Debt Service Reserve Fund to the extent of the amounts in such Account of the Debt Service Reserve Fund, by the withdrawal of monies from the Debt Service Reserve Fund, to the extent available and by the sale or redemption of securities held in the Debt Service Reserve Fund sufficient to make up any deficiency. See APPENDIX C — "GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS –SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE— Use of Moneys in Bond Fund."

Whenever the Trustee shall determine that the moneys and securities in the Series 2020A Account of the Debt Service Reserve Fund will be equal to or in excess of the Redemption Price of all of the Outstanding Series 2020A Bonds plus accrued interest to the Redemption Date, the Trustee shall use and apply the amounts on deposit in the Debt Service Reserve Fund to the redemption of all Outstanding Series 2020A Bonds on the first date thereafter that such Series 2020A Bonds are subject to optional redemption. On the sixth (6th) Business Day prior to the last Sinking Fund Payment date with respect to the Series 2020B Bonds, the Trustee shall transfer the amounts on deposit in the Series 2020B Account of the Debt Service Reserve Fund, if any, to the corresponding Subaccount of the Principal Account of the Bond Fund and applied to the payment of the principal component of the next upcoming Debt Service Payment with respect to such Series 2020B Bonds, and the College's obligations under the Loan Agreement shall be adjusted accordingly. See APPENDIX C — "GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS –SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE— Payments into Debt Service Reserve Fund; Application of Debt Service Reserve Fund."

In order to ensure the maintenance of the Debt Service Reserve Fund Requirement, the Trustee, upon the determination of any deficiency in an Account of the Debt Service Reserve Fund, shall make and deliver to the Issuer and the College, a certificate stating the amount required to restore the amount of such Account of the Debt Service Reserve Fund to the amount of the applicable Debt Service Reserve Fund Requirement, and the College shall pay to the Trustee on the first Business Day of each month, as a special loan payment, one-sixth (1/6) of the amount by which the Debt Service Reserve Fund Requirement exceeds such balance until the amount on deposit to the credit of such Debt Service Reserve Fund is equal to the Debt Service Reserve Fund Requirement. See APPENDIX C — "GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS–SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE— Payments into Debt Service Reserve Fund; Application of Debt Service Reserve Fund" and "SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT— Loan Payments and Other Amounts Payable."

Security Interest in Pledged Revenues

The College and the Trustee, in its capacity as collateral agent (the "Collateral Agent"), are entering into a Master Security Agreement (the "Master Security Agreement"), pursuant to which the College has granted a lien on and security interest in the Pledged Revenues to the Collateral Agent. The College has covenanted in the Master Security Agreement not to commingle Pledged Revenues or the proceeds of Pledged Revenues with Excluded Property or the proceeds of Excluded Property.

"Pledged Revenues" are defined as all of right, title and interest of the College in and to the following described property, and whether now owned or hereafter acquired by the College:

(a) All of the property described in the following paragraphs (1) and (2), but excluding the Excluded Property described in the following subsection (b):

(1) All accounts, instruments, investment property, money, and general intangibles (all as defined in Article 9 of the New York Uniform Commercial Code).

(2) Whether or not covered by the descriptions in paragraph (1), all receipts, revenues, income and other money received by or on behalf of the College from the operation, ownership or leasing of all College facilities (including from tuition and from room and board fees and other fees and charges), including any insurance proceeds and any condemnation awards derived therefrom.

(b) The Pledged Revenues shall exclude, however, the property described in the following paragraphs (1) and (2) (the "Excluded Property"):

(1) Funds, financial assets (as defined in Article 8 of the New York Uniform Commercial Code) and investments held as a part of the College's restricted endowment (however derived, including from gifts, grants, bequests, donations and contributions heretofore or hereafter made to the College) and any and all contracts and commitments howsoever made, for or to make gifts, grants, bequests, donations and contributions to be held as part of the College's restricted endowment.

(2) Other money whose use is restricted by law or its donor from being used to pay debt service.

Under the Master Security Agreement, the Owners of the Series 2020 Bonds and any series of Additional Bonds which from time to time may be issued under the Indenture (collectively, the "Bond Owners") will have a first priority interest in Pledged Revenues, equally and ratably without privilege, priority or distinction as to the lien or otherwise of any of the Series 2020 Bonds over any other of the Series 2020 Bonds or over any other series of Additional Bonds.

Under the Master Security Agreement, the College is permitted to grant the holders of Long-Term Indebtedness, other than Long-Term Indebtedness that is issued in the form of Additional Bonds, an interest in the Pledged Revenues under the Master Security Agreement, subordinate to the interest of the Bond Owners. See "Additional Indebtedness" below.

Mortgage

As security for the Series 2020 Bonds and any Additional Bonds, the College will grant to the Issuer mortgage liens on and security interests in the Mortgaged Property pursuant to: (i) a building loan mortgage and security agreement (the "Building Loan Mortgage"); and (ii) a project loan mortgage and security agreement (the "Project Loan Mortgage" and, together with the Building Loan Mortgage, the "Mortgage"). The Mortgage will be assigned by the Issuer to the Trustee pursuant to: (i) an Assignment of Building Loan Mortgage; and (ii) an Assignment of Project Loan Mortgage (collectively, the "Assignments"). The proceeds secured by the Building Loan Mortgage will be advanced from time to time pursuant to the provisions of a building loan agreement dated as of December 1, 2020, among the College, the Issuer and the Trustee. The Mortgage includes a security interest in certain fixtures, furnishings and equipment located on the Mortgaged Property. The Mortgaged Property is comprised of the College's main campus whose primary address is 30 Campus Road, Annandale-On-Hudson, New York 12504, comprising approximately 540 acres generally bound by New York State Route 9G, the Tivoli Bays Wildlife Management Area and Research Reserve, Tivoli South Bay and Saw Kill Creek (the "**Main Campus**") and the historic Montgomery Place estate located at 26 Gardener Way, River Road, Red Hook, New York 12571, comprising approximately 380 acres generally bound by New York State Route 9G, Saw Kill Creek, Tivoli South Bay and the Unification Theological Seminary campus (the

“**Montgomery Place Campus**”). While a title insurance policy insuring a first priority lien on the Mortgaged Property will be issued for the benefit of the Trustee, a survey of the Mortgaged Property will not be provided and as a result, certain title policy endorsements that might otherwise be obtained will not be included in the title policy. See “BONDHOLDERS’ RISKS—Mortgage; Appraisal.” Pursuant to an appraisal prepared by Industrial Appraisal Company dated as of October 10, 2020 obtained by the College, the collective appraised value of the College’s Main Campus and the Montgomery Place Campus, as of September 16, 2020, is $260,000,000.

The lien on and security interest in the Mortgaged Property granted by the College under the Mortgage are for the equal and ratable benefit, security and protection of all Owners of the Series 2020 Bonds and any series of Additional Bonds which from time to time may be issued under and secured by the Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Series 2020 Bonds over any other of the Series 2020 Bonds or over any other series of Additional Bonds. The value of the security interest in the Mortgaged Property could be diluted by the incurrence of Additional Bonds secured equally and ratably with the Series 2020 Bonds under the Mortgage. See, “Additional Indebtedness—Additional Bonds”, below and “BONDHOLDERS’ RISKS—Mortgage; Appraisal”.

Additional Indebtedness

Additional Bonds. The Loan Agreement permits the College to incur Long-Term Indebtedness in the form of the issuance by the Issuer of Additional Bonds, which Additional Bonds may be secured equally and ratably with the Series 2020 Bonds under the Master Security Agreement and under the Mortgage, if (i) all terms and conditions for the issuance of Additional Bonds under the Indenture have been satisfied; (ii) there is no Event of Default under the Loan Agreement or under the Indenture that has occurred and is continuing and (iii) the College delivers to the Trustee contemporaneously or prior to such incurrence, a certificate of an Authorized Officer of the College and an independent certified public accountant demonstrating that:

(A) the Debt Service Coverage Ratio for the most recent completed Fiscal Year, taking into account the scheduled Annual Debt Service payable during such Fiscal Year, together with the scheduled Annual Debt Service payable on any Indebtedness incurred after such Fiscal Year and the scheduled Annual Debt Service payable on the proposed Additional Bonds as if the Indebtedness incurred after such Fiscal Year and the Additional Bonds had been incurred at the beginning of such period, is not less than 1.50 to 1.0; and

(B) on a prospective basis, the forecasted Debt Service Coverage Ratio is not less than 1.50 to 1.00 for each of the two full Fiscal Years succeeding the date on which the Additional Bonds are issued, as shown by pro forma financial statements for the College for each such period, accompanied by a statement of the relevant assumptions upon which such pro forma financial statements for the College are based; and

(C) assuming the Operating Revenues Available for Debt Service will remain the same as it was at the most recent testing date pursuant to the Loan Agreement for so long as the proposed Additional Bonds are scheduled to remain outstanding, the College anticipates that it will be in compliance with the Rate Covenant described below under “—Rate Covenant” for all Fiscal Years in which the proposed Additional Bonds will be outstanding.

Additional Long-Term Indebtedness other than Additional Bonds. The Loan Agreement permits the College to incur Long-Term Indebtedness other than Indebtedness in the form of the issuance by the Issuer of Additional Bonds, provided that such Long-Term Indebtedness may only be secured by a lien on property that is not subject to the Lien of the Mortgage, and if it is secured by a lien on Pledged Revenues under the Master Security Agreement, such lien is subordinate to the lien of the Bonds.

Short-Term Indebtedness. The Loan Agreement permits the College to incur unsecured Short-Term Indebtedness in a maximum aggregate amount outstanding at any time not to exceed $20,000,000 and the outstanding balance of which shall be $0 for a minimum thirty (30) consecutive days at least once every Fiscal Year.

Rate Covenant

The College has covenanted in the Loan Agreement to maintain at all times a Debt Service Coverage Ratio of at least 1.25 to 1.00. The Debt Service Coverage Ratio will be tested annually commencing with the Fiscal Year ending June 30, 2021 on the basis of the College's audited financial statements for the preceding Fiscal Year. Debt Service Coverage is defined as the ratio of Operating Revenues Available for Debt Service to Annual Debt Service. See APPENDIX C — "GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS –DEFINITIONS OF CERTAIN TERMS" for the definitions of Operating Revenues Available for Debt Service and Annual Debt Service.

If the College does not meet a Debt Service Coverage Ratio of at least 1.25 to 1.00 based on its audited financial statements for the preceding Fiscal Year, the College must engage, at the College's expense, a Management Consultant to recommend changes in rates, fees and charges or expenses, or in such other affairs of the College, such that the College will comply with the Debt Service Coverage Ratio requirement. Subject to any contractual commitments or legal restrictions to which the College may be subject, the College will implement the recommendations of the Management Consultant to the fullest extent practicable. If the College adopts and diligently implements the Management Consultant's recommendations to the fullest extent practicable, failure to comply with the Debt Service Coverage Ratio requirement for any one testing period will not constitute an Event of Default under the Loan Agreement. Failure by the College to adopt and diligently implement the Management Consultant's recommendations to the fullest extent practicable constitutes an Event of Default under the Loan Agreement. Notwithstanding anything to the contrary, the College's failure to maintain a Debt Service Coverage Ratio of at least 1.25 to 1.00 for two (2) consecutive years, regardless of whether it engages and implements the recommendations of a Management Consultant following failure to satisfy the Debt Service Coverage Ratio the first year, will constitute an Event of Default under the Loan Agreement. See "Events of Default Defined" and "Remedies on Default" in APPENDIX C — "GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS—SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT."

Disposal of Assets

The College has covenanted in the Loan Agreement not to convey, sell, lease, license, assign, transfer, or otherwise dispose of (or enter into an agreement to convey, sell, lease, license, assign, transfer, or otherwise dispose of) any of its assets unless it constitutes a Permitted Disposition and, with respect to a disposal of assets pursuant to clause (h) of the definition of Permitted Dispositions, (i) there is no Event of Default under the Loan Agreement or under the Indenture that has occurred and is continuing and (ii) the College delivers to the Trustee contemporaneously or prior to such incurrence, a certificate of an Authorized Officer of the College and an independent certified public accountant demonstrating that:

(A) the Debt Service Coverage Ratio for the most recent completed Fiscal Year would have been not less than 1.50 to 1.00 excluding any expenses of and revenue derived from such asset from the amount of Operating Revenues Available for Debt Service during such Fiscal Year; and

(B) assuming the Operating Revenues Available for Debt Service will remain the same as in clause (A) above for so long as the then current Indebtedness is scheduled to remain outstanding, the College anticipates that it will be in compliance with the Rate Covenant described above under "—Rate Covenant".

"Permitted Dispositions" means:

(a) sales, abandonment, or other dispositions of Equipment or other items of personal property that is substantially worn, damaged, or obsolete or no longer used or useful in the ordinary course of business, leases or subleases of real property not used or useful in the conduct of the business of the College, or sales, transfers, abandonments, assignments, dispositions or lapses of intellectual property that is no longer commercially practicable, usable or desirable in the conduct of the business of the College;

(b) the granting of Permitted Encumbrances;

(c) any involuntary loss, damage or destruction of property;

(d) any involuntary condemnation, seizure or taking, by exercise of the power of eminent domain or otherwise, or confiscation or requisition of use of property;

(e) any disposition that is the leasing, as lessor, of real or personal property in the ordinary course of business;

(f) any disposition that is a disposition of Equipment permitted by the Loan Agreement, to the extent that such equipment is exchanged for credit against the purchase price of similar replacement equipment or the proceeds of such dispositions are reasonably promptly applied to the purchase price of similar replacement equipment, all in the ordinary course of business;

(g) any disposition of real property or other assets in connection with a merger or consolidation permitted by the Loan Agreement; and

(h) any other disposition of assets if the requirements for the disposal of assets set forth in the Loan Agreement are satisfied.

THE ISSUER

Purpose and Powers

The Issuer is a not-for-profit local development corporation having an office for the transaction of business located at 3 Neptune Road, Poughkeepsie, New York 12601. The Issuer was formed pursuant to the Act for the purpose of undertaking projects and activities within the County for the purposes of promoting community and economic development and the creation of jobs in the non-profit sector for the citizens of the County by developing and providing programs for non-for-profit institutions to access low interest tax-exempt and non-tax-exempt financing for their eligible projects, relieving and reducing unemployment, bettering and maintaining job opportunities, carrying on scientific research for the purpose of aiding the County by attracting new industry to the County or by encouraging the development of, or retention of, an industry in the County and lessening the burdens of government and acting in the public interest.

Under the Act, the Issuer has the power to acquire, hold and dispose of personal property for its corporate purposes, to acquire, use for its corporate purposes and dispose of real property within the corporate limits of the County, to appoint officers, agents and employees; to make contracts and leases, to acquire, construct, reconstruct, lease, improve, maintain, equip or furnish one or more projects; to borrow money and issue bonds and to provide for the rights of the holders thereof; to grant options to renew any lease with respect to any project and to grant options to buy any project at such price as the Issuer may deem desirable, to designate depositories of its moneys; and to do all things necessary or convenient to carry out its purposes and exercise the powers given in the Act.

Limited Recourse on Series 2020 Bonds and the Issuer

THE SERIES 2020 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE PAYMENTS MADE UNDER THE LOAN AGREEMENT AND FROM THE MONEYS AND SECURITIES HELD BY THE TRUSTEE UNDER THE INDENTURE. NEITHER THE ISSUER NOR ITS MEMBERS OR OFFICERS ARE PERSONALLY LIABLE WITH RESPECT TO THE SERIES 2020 BONDS. ACCORDINGLY, NO FINANCIAL INFORMATION WITH RESPECT TO THE ISSUER OR ITS MEMBERS OR OFFICERS HAS BEEN INCLUDED IN THIS OFFICIAL STATEMENT.

THE SERIES 2020 BONDS SHALL NOT BE A DEBT OF THE STATE OR THE COUNTY, AND NEITHER THE STATE NOR THE COUNTY SHALL BE LIABLE THEREON. THE ISSUER HAS NO TAXING POWER.

Except for the information contained herein under the caption "THE ISSUER" and "LITIGATION" insofar as it relates to the Issuer, the Issuer has not provided any of the information contained in this Official Statement. The Issuer is not responsible for and does not certify as to the accuracy or sufficiency of the disclosures made herein or any other information provided by the College, the Underwriters or any other person.

THE COLLEGE

The College is a New York education corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"). The College has the sole responsibility for paying the debt service payments to become due on the Series 2020 Bonds. Certain information, including financial information, concerning the College is included in Appendices A and B hereto.

PLAN OF FINANCE

The Series 2020 Bonds are being issued to provide funds for financing and/or refinancing the costs of (collectively, the "**Project**"):

(a) the refinancing of the Dutchess County Industrial Development Agency's (the "**IDA**") Civic Facility Revenue Bonds, Series 2007A-1 (Refunding) (Bard College Civic Facility) (the "**Series 2007A-1 Bonds**"), currently outstanding in the approximate aggregate principal amount of $77,965,000, the proceeds of the Series 2007A-1 Bonds were used for improvements to facilities owned and operated by the College and located at the College's Main Campus, as follows: (i) refunding the IDA's Civic Facility Revenue Bonds (The Bard College Project) Series 1992 in the original aggregate principal amount of $10,500,000 (the "**1992 Bonds**"), the proceeds of which 1992 Bonds were used for (a) the acquisition, construction, reconstruction and installation of the following improvements at the Main Campus: (1) the construction of an approximately 28,000 square foot addition to the Hoffman-Kellogg Library and the acquisition and installation therein of machinery, equipment, furniture and fixtures, (2) the acquisition and installation of a new computer system for the College's administrative offices, (3) the construction and reconstruction of various infrastructure improvements in and around the Main Campus, (4) construction of an expansion of the College's academic computer center, and (5) construction and reconstruction of improvements at the College's gymnasium; (b) the refinancing of existing taxable debt incurred by the College in connection with the construction and reconstruction of various academic facilities in and around the Main Campus (said improvements described in clauses (a) and (b) being collectively referred to as the "**1992 Facility**"); (c) paying certain costs incidental to the issuance of the 1992 Bonds; and (d) funding a debt service reserve fund in connection with the 1992 Bonds (the 1992 Facility, together with the financing of the costs described in clauses (c) and (d) are collectively referred to as the "**1992 Project**"); (ii) refunding the IDA's Civic Facility Revenue Bonds (The Bard College Project) Series 1997 in the original aggregate principal amount of $11,615,000 (the "**1997 Bonds**"), the proceeds of which 1997 Bonds were used for (a) the construction, furnishing and equipping of an approximately 27,000 square foot campus center located on the Main Campus south of the Fisher Arts Building and east of the Ravine Houses to house the bookstore, post office, snack bar, a theater, a multi-purpose room and student organization rooms, (b) interior renovation of the Hegeman & Rose Science Building on the Main Campus, including faculty offices, classrooms and laboratory space, (c) renovation and expansion of Warden's Hall to convert to existing dormitory space to office space and add a three story, approximately 3,798 square foot addition to create a College writing center, (d) renovation of the Woods Studio on the Main Campus, including the addition of an approximately 1,200 square foot portrait studio and general renovation to the facade and interior, (e) installation of fiber optic wiring on the Main Campus, including wiring of administrative buildings and dormitory space, (f) renovation and expansion of the capacity of the existing sewer plant and water treatment facility of the College on the Main Campus, (g) improvements to the infrastructure of the Main Campus including the landscaping of the Main Campus and resurfacing and repairing roads and parking areas throughout the Main Campus (said improvements described in clauses (a) through (g) being collectively referred to as the "**1997 Facility**"); (h) paying certain costs incidental to the issuance of the 1997 Bonds; and (i) funding a debt service reserve fund in connection with the 1997 Bonds (the 1997 Facility, together with the financing of the costs described in clauses (h) and (i) are collectively referred to as the "**1997 Project**"); (iii) refunding the IDA's Civic Facility Revenue Bonds, Series 2000 (Bard College Civic Facility) in the original aggregate principal amount of $84,195,000 (the "**2000 Bonds**"), the proceeds of which 2000 Bonds were used for (a) the financing and/or refinancing of: (1) the acquisition, construction, furnishing, equipping and improving of an approximately 105,000 square foot Performing Arts Center on the Main Campus with seating for eight hundred (800) people with a stage and fly tower and parking facilities for one hundred fifty (150) vehicles, which Performing Arts Center is used for dance, drama and musical performances, (2) the existing debt incurred for the acquisition, construction, furnishing, equipping and improving of certain academic facilities on the Main Campus, (3) the acquisition, construction, renovation, furnishing, equipping and improving of student dormitory facilities on the Main Campus, consisting of an approximately 2,800 square foot addition to the Fisher dormitory, an approximately 17,672 square foot new Cruger Village dormitory (plus approximately 4,850 square feet of basement space), and three new Alumni dormitories each consisting of approximately 13,312 square feet, (4) the acquisition, construction, renovation, furnishing, equipping and improving of Albee Hall on the Main Campus, including the conversion of current student dormitory space into office space, (5) the acquisition of landscaping throughout the Main Campus, (6) the acquisition, construction, renovation, furnishing, equipping and improving the following on the Main Campus: (A) Annandale renovations; (B) Henderson Computer Center expansion; (C) water treatment plant expansion; (D) Annandale house purchase and renovations; (E) Annandale road path; (F) infrastructure improvements; (G) classroom renovations; (H) Kline Commons heating, air conditioning and ventilation; and (I) general Main Campus renovations (said improvements described in clauses (1) through (6) being collectively referred as the "**2000 Facility**"), (b) funding a debt service reserve fund pledged to secure the 2000 Bonds; and (c) paying certain incidental expenses incurred in connection with the issuance of the 2000 Bonds (the 2000 Facility, together with the financing of the costs described in clauses (b) and (c) are collectively referred to as the "**2000 Project**"); (iv) paying redemption premiums in connection with the 1992 Bonds, the 1997 Bonds and the 2000 Bonds; and (v) paying certain costs of issuance in connection with the issuance of the Series 2007A-1 Bonds;

(b) the refinancing of the IDA's Civic Facility Revenue Bonds, Series 2007A-2 (Bard College Civic Facility) (the "**Series 2007A-2 Bonds**"; and, together with the Series 2007A-1 Bonds, the "**Series 2007 Bonds**"), currently outstanding in the approximate aggregate principal amount of $38,825,000, the proceeds of the Series 2007A-2 Bonds were used for (a) financing the College's construction, installation, furnishing, equipping and improvement of an addition to The Gabrielle H. Reem & Herbert J. Kayden Center for Science and Computation, an academic building located on the

Main Campus at 31 Campus Drive, Annandale-on-Hudson, New York (such addition being approximately 17,000 square feet in a single story with a basement to be used for chemistry labs and classrooms); (b) financing the interior renovation, installation, furnishing, equipping and improvement of the Hegeman Science Building, a three story academic building located on the Main Campus at 35 Main Mall, Annandale-on-Hudson, New York (this approximately 20,000 square foot renovation houses classrooms and faculty offices for the College's physics department); (c) financing the interior renovation, installation, furnishing, equipping and improvement of Albee Hall, a three story academic building located on the Main Campus at 31 Henderson Circle Road, Annandale-on-Hudson, New York (this approximately 7,546 square foot renovation houses classrooms and faculty offices); (d) financing the interior renovation, installation, furnishing, equipping and improvement of the Rose Science Building, a three story academic building located on the Main Campus at 25 Main Mall, Annandale-on-Hudson, New York (this approximately 11,516 square foot renovation houses classrooms and faculty offices); (e) refinancing the balance of the College's note held by JPMorgan Chase Bank (the "**JPMorgan Chase Note**") in the approximate principal amount of $19,600,000.00 which JPMorgan Chase Note was used to finance the construction in 2005 of the Robbins Dormitory addition located on the Main Campus at 42 Robbins Road, Annandale-on-Hudson, New York (comprising approximately 50,000 square feet and containing 160 beds for student housing) and the construction and renovation in 2005 of the North Village Dormitory, Units J & K, located on the Main Campus at 8 & 10 Tillotson Walk, Annandale-on-Hudson, New York (comprising two approximately 5,387 square foot buildings housing 20 students each) (said improvements described in clauses (a) through (e) being collectively referred as the "**2007 Facility**"; and collectively with the 1992 Facility, the 1997 Facility and the 2000 Facility, the "**Facility**"), (f) funding all or a portion of the capitalized interest on the Series 2007A-2 Bonds; and (g) paying certain incidental expenses incurred in connection with the issuance of the 2007A-2 Bonds (the 2007 Facility, together with the financing of the costs described in clauses (f) and (g) are collectively referred to as the "**2007 Project**");

(c) the refinancing of certain loans, line of credit and capital leases, the proceeds of which were used in part for the construction, renovation and equipping of a neighborhood of dormitories on the Main Campus, the purchase of related equipment all located on the Main Campus, and the provision of scholarship support for College students and working capital for the College (collectively, the "**Refinancings**");

(d) the refinancing of certain loans used to acquire, renovate and equip the historic Montgomery Place estate located at 26 Gardener Way, River Road, Red Hook, New York 12571, comprising approximately 380 acres generally bound by New York State Route 9G, Saw Kill Creek, Tivoli South Bay and the Unification Theological Seminary campus (the "**Montgomery Place Campus**");

(e) the financing, refinancing or reimbursement of certain working capital expenses incurred or to be incurred by the College, including, without limitation COVID-19 related expenses incurred or to be incurred by the College since the New York State COVID-19 Emergency declared on March 12, 2020 and the Federal COVID-19 Emergency declared on March 16, 2020;

(f) the financing of the acquisition, construction, renovation, upgrading, equipping and improving other Main Campus facilities including, but not limited to: a 1MW generator replacement as part of securing energy sourcing; pathway and infrastructure connections between the Montgomery Place Campus and the Main Campus; campus-wide high-efficiency heating and cooling infrastructure (including for the Library Chiller and Cooling Tower and the Center for Curatorial Studies Chiller and Cooling Tower, all of which allow for better geothermal performance on existing well systems); renovation of Manor and Manor Annex including improved envelope; the additional of a Food "lab" to our dining facility to allow for food science and additional classroom space; a staircase "amphitheater" outcropping to the Stevenson; renovation of Fisher Studio Arts to allow for handicap accessibility and additional classroom use of underutilized areas; and miscellaneous other renovations and upgrades to the Main Campus (collectively, the "**New Projects**"); and

(g) paying of all or a portion of the costs incidental to the issuance of the Series 2020 Bonds.

The Refunded Bonds are being refunded and defeased pursuant to their terms. A portion of the proceeds of the Series 2020 Bonds, together with other available funds of the College and funds held by the trustee for the Refunded Bonds, will be deposited with the trustee for the Refunded Bonds to be applied to acquire defeasance securities, the principal of and interest on which will be used to pay the redemption price of the Refunded Bonds, plus accrued interest thereon, upon their optional redemption on January 15, 2021.

ESTIMATED SOURCES AND USES OF FUNDS

The sources and uses of funds are expected to be used as follows:

Sources of Funds	***Series 2020A Bonds***	***Series 2020B Bonds***	***Total***
Series 2020 Par Amount	$150,770,000.00	$99,230,000.00	$250,000,000.00
Original Issue Premium	8,144,742.65	-	8,144,742.65
Prior Issue Funds	3,670,355.83	449,473.36	4,119,829.19
Total Sources of Funds	$162,585,098.48	$99,679,473.36	$262,264,571.84

Uses of Funds	***Series 2020A Bonds***	***Series 2020B Bonds***	***Total***
Deposit to Defease Refunded Bonds	$106,241,617.67	$13,094,359.06	$119,335,976.73
Refinancing of Bank Loans / Deposit to Project Fund	39,541,889.68	67,692,299.64	107,234,189.32
Reimbursement to College for Working Capital Expenditures……..	-	7,800,000.00	7,800,000.00
Deposit to Debt Service Reserve Funds	13,892,962.55	9,214,763.85	23,107,726.40
Costs of Issuance (1)	2,908,628.58	1,878,050.81	4,786,679.39
Total Uses of Funds	$162,585,098.48	$99,679,473.36	$262,264,571.84

(1) Estimated amount to provide for Underwriters' discount, legal fees, Trustee fees, Issuer fees, printing fees and associated bond issuance costs related to the Series 2020 Bonds.

INVESTOR SUITABILITY STANDARDS AND TRANSFER RESTRICTIONS

The Series 2020 Bonds may be offered, sole and transferred only to (i) "accredited investors" within the meaning of Rule 501 of Regulation D of the rules governing the limited offer and sale of securities without registration under the Securities Act (an "Accredited Investor"), (ii) "qualified institutional buyers" ("Qualified Institutional Buyer") within the meaning of Rule 144A of the Securities Act of 1933, as amended (the "Securities Act") and (iii) "sophisticated municipal market professionals" as defined in Municipal Securities Rulemaking Board Rule D-15.

Each purchaser of the Series 2020 Bonds should be sufficiently knowledgeable and experienced in financial and business matters, including the purchase and ownership of municipal and other tax-exempt and taxable obligations, to be able to evaluate the risks and merits of the investment represented by the purchase of the Series 2020 Bonds, and should be capable of and shall have made its own investigation of the College and the College's facilities in connection with its decision to purchase the Series 2020 Bonds. Each purchaser of the Series 2020 Bonds from the Underwriters and each subsequent purchaser, by its acceptance thereof, will be deemed to have acknowledged, represented to and agreed with the Issuer, the Trustee and the Underwriters that such purchaser is (i) an Accredited Investor, (ii) a Qualified Institutional Buyer, or (iii) a Sophisticated Municipal Market Professional. At the time of the initial issuance and sale of the Series 2020 Bonds, the purchaser or the beneficial owner of the Series 2020 Bonds will be required to provide an "Investor Representation Letter" in the form of APPENDIX F to this Official Statement to the Issuer and the Trustee with respect to such purchaser or beneficial owner of the Series 2020 Bonds.

In the event that the Series 2020 Bonds receive an "investment grade rating" from each of the rating agencies then rating the Series 2020 Bonds, the restrictions on transfer of the Series 2020 Bonds described above will no longer apply to the Series 2020 Bonds. For purposes of this Section, an "investment grade rating" shall mean "BBB-" or higher by Fitch, "Baa3" or higher by Moody's or "BBB-" or higher by S&P.

BONDHOLDERS' RISKS

The following is a discussion of certain risks that could affect payments to be made with respect to the Series 2020 Bonds. Such discussion is not and is not intended to be 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 2020 Bonds should analyze carefully the information contained in this Official Statement, including the Appendices hereto, and additional information in the form of the complete documents summarized herein, copies of which are available as described in this Official Statement. Purchasers of the Series 2020 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks or other financial institutions or certain recipients of Social Security benefits, are advised to consult their tax advisors as to the tax consequences of purchasing or holding the Series 2020 Bonds. See "TAX MATTERS – SERIES 2020A BONDS" and "TAX MATTERS – SERIES 2020B BONDS" herein.

General

Payment of the principal of, premium, if any, and interest on the Series 2020 Bonds to the registered owners thereof depends entirely upon the ability of the College to pay debt service thereon. The Series 2020 Bonds are limited obligations of the Issuer and are secured by and payable solely from the Trust Estate, which includes loan payments made by the College pursuant to the Loan Agreement and certain funds held by the Trustee pursuant to the Indenture and secured by the Mortgage. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS" herein.

The Series 2020 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. **No representation or assurance can be given to the effect that the College will generate sufficient revenues to meet its payment obligations under the Loan Agreement.**

A number of factors affect institutions of higher education in general, including the College, that could have an adverse effect on the College's financial position and its ability to make the payments required under the Loan Agreement. These factors include, without limitation, the College's focus with respect to undergraduate programs, the cost of tuition of the College, the demand for educational services, the ability of the College to provide the services required by students, economic developments, the outbreak or spread of highly contagious or epidemic disease, including, but not limited to COVID-19, competition from other educational institutions, the failure to maintain or increase in the future the funds obtained by the College from other sources, including gifts and contributions from donors, grants and income from investment of endowment funds, adverse results from the investment of endowment funds, imposition of federal or state unrelated business income or local property taxes, increasing costs of compliance with federal or state regulatory laws or regulations, including, without limitation, laws or regulations concerning environmental quality, work safety, health care reform and accommodating the handicapped.

Investment Risk

Purchases of the Series 2020 Bonds involves a substantial degree of risk. The Series 2020 Bonds bear a "speculative grade" rating rather than an "investment grade" rating by S&P, the rating service maintaining a rating on the Series 2020 Bonds, and bonds in the speculative grade category may have significant credit uncertainties and risks. Such securities may exhibit price fluctuations due to changes in interest rates or bond yield levels. As a result, the purchase of the Series 2020 Bonds is suitable only for investors that understand and are able to bear the credit, liquidity and market risks associated with the Series 2020 Bonds. Accordingly, the Series 2020 Bonds are being offered only to (i) "qualified institutional buyers" as defined in Rule 144A of the Securities Act, (ii) "accredited investors within the meaning of Rule 501 of Regulation D under the Securities Act, and (iii) "sophisticated municipal market professionals" as defined in Municipal Securities Rulemaking Board Rule D-15. See "INVESTOR SUITABILITY STANDARDS AND TRANSFER RESTRICTIONS."

Secondary Market for the Series 2020 Bonds

The face of each Series 2020 Bond will contain a legend to the effect that such Series 2020 Bond can only be transferred to and owned by Qualified Institutional Buyers, Accredited Investors or Sophisticated Municipal Market Professionals, unless certain conditions are satisfied. No assurance can be given that the conditions will be satisfied. In light of these restrictions, purchasers should not expect that there will be an active secondary market for the Series 2020 Bonds. There can be no assurance that there will be a secondary market for purchase or sale of the Series 2020 Bonds. From time to time there may be no market for the Series 2020 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. See "INVESTOR SUITABILITY STANDARDS AND TRANSFER RESTRICTIONS" for a description of the restrictions and the conditions upon which such restrictions may be lifted.

Debt Service Reserve Fund

The Indenture establishes a Debt Service Reserve Fund and within the Debt Service Reserve Fund, a Series 2020A Account for the Series 2020A Bonds and a Series 2020B Account for the Series 2020B Bonds, for payment of principal and interest due to the registered owners of the Series 2020A Bonds and Series 2020B Bonds, respectively, to the extent revenues are insufficient to make such payments. Although the College believes such reserves to be reasonable and anticipates that revenues will be sufficient to cover the debt service on the Series 2020 Bonds, there is no assurance that funds reserved and future revenues will be sufficient to cover debt service on the Series 2020 Bonds.

Competition for Students

The College competes for students generally with colleges and universities located elsewhere in New York State and throughout the United States, many of which receive significant support from state governments and/or have large endowments and therefore can afford to charge lower net tuition than the College. Universities and colleges compete principally based on location, tuition rates, degree offerings and academic reputation. Increased competition from other educational institutions (including the availability of online courses and programs) or a decrease in the student population interested in pursuing higher education could result in tuition reductions or the inability to raise tuition or otherwise have a material adverse financial impact on the College.

Reliance on Tuition

In fiscal year 2020, approximately 34.5% of total operating income was generated by net tuition and fees. The adequacy of the College's revenues will largely depend on the amount of future tuition revenue the College receives. Such revenue in turn will depend primarily on the College's ability to charge sufficient rates for tuition and to maintain enrollment levels. Future enrollment levels will depend on the number of students applying to the College and accepting offers of admission. A number of factors, including, without limitation, levels of tuition rates and other fees, competition from other colleges and universities, a change in the number of college age students and changing general economic conditions will influence the number of applicants to the College.

Financial Assistance

The costs of higher education are heavily subsidized by government and private financial aid to students. The amount of available financial assistance is a significant factor in the decision of many students to attend a particular college or university. Of the student population at Bard's Main Campus, approximately 67% receive some form of financial aid. In addition to scholarships provided by the College, students secure grant and loan support from a variety of other sources, including state and Federal government aid. Any significant reduction in the level of financial assistance offered to prospective students could reduce the number of students enrolling at the College and may adversely affect the financial condition of the College.

Investment Income

The College's endowment funds are professionally managed by outside asset management firms. Committees of the Board of Trustees periodically review the asset allocation of the investment pool. See APPENDIX A - "CERTAIN INFORMATION CONCERNING THE COLLEGE—Endowment and Similar Funds". Although the board-designated quasi endowment portion of the College's endowment funds and the payout therefrom are available for debt service payments on the Series 2020 Bonds, no assurance can be given that unforeseen developments in the securities markets will not have an adverse effect on the market value of those investments and the income generated therefrom. Investment income designated for current operations totaled $1,503,294 and $1,366,015 in fiscal years 2020 and 2019, respectively.

Fundraising

The College has raised 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.

Certain Matters Relating to Enforceability of the Loan Agreement

The obligation of the College to make payments on the Loan Agreement will be limited as the obligations of debtors typically are affected by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws or by equitable principles affecting the enforcement of creditors' rights.

While an involuntary bankruptcy petition cannot be filed against the College, the College is authorized to file for bankruptcy under certain circumstances. Should the College file for bankruptcy, there could be adverse effects on the holders of the 2020 Bonds. If the College is in bankruptcy, the parties (including the Issuer and the Trustee) may be prohibited from taking any action to collect any amount from the College or to enforce any obligation of the College, unless the permission of the bankruptcy court is obtained.

If the College is in bankruptcy it may be able, without the consent and over the objection of the Issuer and the Trustee, to alter the priority, interest rate, principal amount, payment terms, collateral, maturity dates, payment sources, covenants, and other terms or provisions of the Loan Agreement, as long as the bankruptcy court determines that the alterations are fair and equitable. There may be delays in payments on the Loan Agreement while the court considers these issues. There may be other possible effects of a bankruptcy on the College that could result in delays or reductions in payments on the Loan Agreement. Regardless of any specific adverse determinations in a College bankruptcy proceeding, the fact of a College bankruptcy proceeding could have an adverse effect on the Issuer's ability to pay debt service on the Series 2020 Bonds and on the liquidity and value of the Series 2020 Bonds.

If the College should file a plan of reorganization ("Plan"), when confirmed by the court, such Plan binds all creditors and discharges all claims against the debtor 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, unless otherwise approved by the court, 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 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.

Other Limitations on Enforceability of Remedies

There exists common law authority and authority under various state statutes pursuant to which courts may terminate the existence of a nonprofit corporation or undertake supervision of its affairs on various grounds, including a finding that the 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 a state attorney general or 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.

In addition to the foregoing, the realization of any rights under the Loan Agreement, the Indenture and the Mortgage upon a default by the Borrower depends upon the exercise of various remedies specified in the Loan Agreement, the Indenture and the Mortgage. These remedies may require judicial action which is often subject to discretion and delay. Under existing law, certain of the remedies specified in the Loan Agreement, the Indenture and the Mortgage may not be readily available or may be limited. For example, a court may decide not to order the specific performance of the covenants contained in the Loan Agreement, the Indenture and the Mortgage. Accordingly, the ability of the Issuer or the Trustee to exercise remedies under the Loan Agreement, the Indenture and the Mortgage upon an Event of Default could be impaired by the need for judicial or regulatory approval.

Pledged Revenues

The College, pursuant to the Master Security Agreement, will grant to the Trustee, in its capacity as Collateral Agent, a security interest in the Pledged Revenues of the College. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS—Security Interest in Pledged Revenues". Bond Owners, including Additional Bond Owners, will have a first priority interest in Pledged Revenues, equally and ratably without privilege, priority or distinction as to the lien or otherwise of any of the Series 2020 Bonds over any other of the Series 2020 Bonds or over any other series of Additional Bonds. The value of the security interest in the Pledged Revenues for the Owners of the Series 2020 Bonds could be diluted by the incurrence of Additional Bonds. No assurance can be given that there will be sufficient Pledged Revenues to pay the principal of, interest on or redemption price of the Series 2020 Bonds, when due, whether on a scheduled payment date, a redemption date, at maturity, by acceleration, or otherwise.

The effectiveness of the security interest in Pledged Revenues granted pursuant to the Master Security Agreement may be limited by a number of factors, to the extent applicable, including: (i) the comingling of Pledged Revenues with non-Pledged Revenues (the College is covenanting in the Master Security Agreement to keep them separate); (ii) set-off rights of a financial institution holding an account containing Pledged Revenues; (iii) statutory liens; (iv) rights arising in favor of the United States of America or any agency thereof; (v) constructive trusts, equitable or other rights impressed or conferred by a federal or state court in the exercise of its equitable jurisdiction; and (vi) claims that might arise if appropriate financing or continuation statements are not filed in accordance with the New York Uniform Commercial Code as from time to time in effect. In addition, the security interest in Pledged Revenues is subject to and may be limited by the laws of the United States and the State with respect to bankruptcy, insolvency and creditors' rights generally. For example, all or substantially all Pledged Revenues received by the College after the commencement of a bankruptcy proceeding in which it is the debtor may not be subject to the foregoing security interest.

Mortgage; Appraisal

The Mortgage includes a security interest in certain fixtures, furnishings and equipment located on the Mortgaged Property. The Mortgaged Property is comprised of the College's Main Campus and Montgomery Place Campus. While a title insurance policy insuring a first priority lien on the Mortgaged Property will be issued for the benefit of the Trustee subject to exceptions specified in the policy, a survey of the Mortgaged Property will not be provided, nor will related due diligence such as zoning reports and municipal searches for the parcels comprising the Mortgaged Property. The Mortgage is based on the legal description for each of the approximately 37 parcels comprising the Main Campus and Montgomery Place Campus derived from the deeds conveying such parcels to the College over the years. Without the verification provided by a survey and related due diligence, there can be no assurance (i) that there are not any material encumbrances on the Mortgage Property that would be depicted on a survey or discovered through the related due diligence, or (ii) that the legal description of the Mortgaged Property is accurate. Certain title policy endorsements that might otherwise be obtained will not be included in the title policy.

Additional Bonds will be secured by additional parity mortgages on the Mortgaged property, which additional parity mortgages may be consolidated with the Mortgage. The value of the security interest of the Mortgage could be diluted by the incurrence of Additional Bonds. The College obtained an appraisal of its Main Campus and its Montgomery Place Campus in connection with the issuance of the Series 2020 Bonds, showing an appraised value in excess of the principal amount of the Series 2020 Bonds. The appraised value was determined based on certain assumptions set forth therein, which assumptions may or may not prove correct. Little property that is subject to the lien of the Mortgage consists of general purpose buildings suitable for industrial or commercial use. Consequently, it could be difficult to find a buyer or lessee for the property, and, upon a default, the Trustee may not obtain an amount equal to the liabilities in respect of the Series 2020 Bonds and Additional Bonds then outstanding from the sale or lease of the property, whether pursuant to a judgment against the College, or otherwise.

An appraisal represents only the opinion of the appraiser and only as of its date. There may be a difference between the actual value of the Main Campus and Montgomery Place Campus and the amount of the Series 2020 Bonds, and that difference may be material and adverse to holders of the Series 2020 Bonds. In particular, it cannot presently be determined with certainty what the value of the Main Campus and Montgomery Place Campus would be in the event of foreclosure under the Mortgage. Further, the value of the Main Campus and Montgomery Place Campus at any given time will be directly affected by market and financial conditions which are not in the control of the parties involved in the Series 2020 Bond transaction. Real property values can fluctuate substantially depending on a variety of factors.

Additional Bonds, Additional Indebtedness of the College

The Loan Agreement permits the issuance of Additional Bonds for the benefit of the College. The value of the security interest in the Pledged Revenues could be diluted by the incurrence of Additional Bonds secured equally and ratably with the Series 2020 Bonds under the Master Security Agreement. The Mortgage will secure any Additional Bonds issued. The value of the security interest of the Mortgage could be diluted by the incurrence of Additional Bonds. Certain Long-Term Indebtedness may be secured by a mortgage on other real property of the College not encumbered by the Mortgage. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS–Additional Indebtedness" for a description of the conditions under which the College may issue Additional Indebtedness. No assurance can be given that the Issuer will not issue Additional Bonds for the benefit of the College or that the College will not incur additional Long-Term Indebtedness in the future.

Disposal of Assets

The Loan Agreement permits the College to convey, sell, lease, license, assign, transfer, or otherwise dispose of assets, if such disposition constitutes a Permitted Disposition. Permitted Dispositions may include disposition of revenue producing assets if certain requirements are met. No assurance can be given that the College will receive compensation for disposal of a revenue generating asset equal to or greater than the amount of revenue such asset would have generated had it not been disposed. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2020 BONDS–Disposal of Assets."

Risks of Early Payment

The Series 2020 Bonds may be paid prior to maturity upon redemption (as described under "THE SERIES 2020 BONDS" herein) and upon an acceleration following the occurrence of certain Events of Default under the Indenture and the Loan Agreement. If the Series 2020 Bonds become due upon an acceleration, interest on the Series 2020 Bonds shall cease to accrue on the date of the accelerated payment and no premium would be payable.

Potential Impact of COVID-19

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been declared a pandemic by the World Health Organization. The Governor of the State of New York, the Mayor of the City of New York, and the County Executive of Dutchess County have all declared states of emergency in their respective jurisdictions. Since declaring a state of emergency in New York State on March 7, 2020, Governor Andrew M. Cuomo has issued numerous Executive Orders suspending or modifying dozens of state and local laws and has issued numerous directives to aid the state's response. By order of Governor Cuomo ("New York State on PAUSE"), as of Sunday, March 22, 2020 all non-essential businesses Statewide were required to be closed, among other restrictive social distancing and related measures. While the State previously lifted certain PAUSE restrictions on a regional basis in phases as each region met the criteria outlined by the Governor, a recent surge in cases of COVID-19 has, and may continue to, lead to a reinstatement and continuation of PAUSE restrictions.

The spread of COVID-19 has altered the behavior of businesses and people in a manner that is having negative effects on global and local economies. In addition, financial markets in the U.S. and globally have recently seen significant impacts attributed to coronavirus concerns. The continued spread of COVID-19 or any other similar outbreaks in the future and the continued impact on economies and financial markets (i) may materially adversely affect the ability of the College to conduct its operations and applications and enrollment at the College and/or may materially adversely affect the cost of operations, (ii) may materially adversely affect financial markets and consequently materially adversely affect the returns on and value of the College's investment portfolio and (iii) may materially adversely affect the secondary market for and value of the Series 2020 Bonds. The College is monitoring developments and the directives of federal, state and local officials to determine what precautions and procedures may be necessary to be implemented by the College in the event of the continued spread of COVID-19.

For additional information regarding the anticipated impacts of the COVID-19 pandemic on the College's operations, see Appendix A – "CERTAIN INFORMATION CONCERNING THE COLLEGE–Impact of COVID-19 Pandemic" and "CERTAIN INFORMATION CONCERNING THE COLLEGE—Management's Discussion and Analysis".

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 and maintenance staff (most of whom are unionized) 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 strikes and other related work actions, contract disputes, 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 Risk

In the course of its operations, the College collects and stores personally identifiable information, including, but not limited to, social security numbers, educational records and financial information. Like all institutions of higher education, the College could be subject to cyber intrusion through hacking, malware and/or email scams. Cyber intrusion could lead to (i) data breaches requiring breach notification, (ii) denial of service (e.g., network, system, application or data), (iii) loss of intellectual property and data, (iv) harm to the College's brand or reputation, (v) life/health safety impacts and/or (vi) financial loss. The College takes steps to prevent, detect and respond to cyber instruction; however, because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently or may be disguised or difficult to detect, the College may be unable to anticipate these techniques or implement adequate preventative measures.

Maintenance of 501(c)(3) Status

The federal tax-exempt status of the Series 2020A Bonds presently depends upon maintenance by the College of its status as an organization described in Section 501(c)(3) of the Code. The College qualifies as a tax-exempt organization described in Section 501(c)(3) of the Code. To maintain such status, the College must conduct its operations in a manner consistent with representations previously made to the Internal Revenue Service (the "IRS") and with current and future IRS regulations and rulings.

Compliance with current and future regulations and rulings of the IRS could adversely affect the ability of the College to charge and collect revenues, finance or refinance indebtedness on a tax-exempt basis or otherwise generate revenues necessary to provide for payment of the Series 2020A Bonds. Although the College has covenanted to maintain its status as a tax-exempt organization, loss of tax-exempt status would likely have a significant adverse effect on such organization and its operations and could result in the includability of interest on the Series 2020A Bonds in gross income for federal income tax purposes retroactive to their date of issue. See "TAX MATTERS – SERIES 2020A BONDS" and "TAX MATTERS – SERIES 2020B BONDS" herein.

The tax-exempt status of nonprofit corporations, and the exclusion of income earned by them from taxation, has been the subject of review by various federal, state and local legislative, regulatory and judicial bodies. This review has included proposals to broaden and strengthen existing federal tax law with respect to unrelated business income of nonprofit corporations.

There can be, however, no assurance that future changes in the laws and regulations of the federal, state or local governments will not materially and adversely affect the operations and revenues of the College by requiring it to pay income, real estate or other taxes.

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).

Event of Taxability

If the College does not comply with certain covenants set forth in the Loan Agreement or if certain representations or warranties made by the College in the Loan Agreement or in certain certificates of the College delivered in connection with the issuance of the Series 2020A Bonds are false or misleading, the interest paid or payable on the Series 2020A Bonds may become subject to inclusion in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2020A Bonds, regardless of the date on which such noncompliance or misrepresentation is ascertained. In the event that the interest on the Series 2020A Bonds becomes subject to inclusion in gross income for federal income tax purposes, the Indenture does not provide for payment of any additional interest on the Series 2020A Bonds, the redemption of the Series 2020A Bonds or the acceleration of the payment of principal on the Series 2020A Bonds.

Tax Matters

See "TAX MATTERS – SERIES 2020A BONDS" herein for additional tax-related risks with respect to the Series 2020A Bonds.

Tax Audits

Taxing authorities have recently been conducting tax audits on non-profit organizations to confirm that such organizations are in compliance with applicable tax rules and in some instances have collected significant payments as part of the settlement process. The College is not currently under any tax audit.

Other Risk Factors

In the future, the following factors, among others, may adversely affect the revenues or operations of the College to an extent that cannot be determined at this time.

(a) Lack of demand for on-campus housing at the College.

(b) Changes in the demand for higher education in general or for programs offered by the College in particular.

(c) Competition from other educational institutions.

(d) Student loan funds or other aid that permits many students the opportunity to pursue higher education are decreased, the interest rate on such funding is increased or such funding is subjected to increased regulation. Similarly, economic factors could result in increased defaults on student loans held by the College.

(e) Higher interest rates, which could strain cash flow or prevent borrowing for needed capital expenditures.

(f) Increasing costs of compliance with governmental regulations, including accommodations for handicapped or special needs students, and costs of compliance with the changes in such regulations.

(g) A decline in the market value of the College's investments or a reduction in the College's ability to generate unrestricted revenue from its investments.

(h) Increased costs and decreased availability of public liability insurance.

(i) Employee strikes and other adverse labor actions that could result in a substantial reduction in revenues without corresponding decreases in costs.

(j) Cost and availability of energy.

CONTINUING DISCLOSURE OBLIGATIONS

The Issuer has determined that no financial or operating data concerning the Issuer is material to any decision to purchase, hold or sell the Series 2020 Bonds and the Issuer will not provide any such information. In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the U.S. Securities and Exchange Commission (the "SEC"), the College has undertaken all responsibilities for any continuing disclosure to Bondholders as provided below, and the Issuer shall have no liability with respect to such disclosures.

The College has entered into a Disclosure Dissemination Agent Agreement ("Disclosure Dissemination Agreement") with Digital Assurance Certification, L.L.C. ("DAC") as its Disclosure Dissemination Agent for the purpose of ensuring ongoing compliance with its continuing disclosure filing requirements. DAC provides its clients with automated filing of rating events, templates consolidating all outstanding filing requirements that accompany reminder notices of annual or interim mandatory filings, review of all template filings by professional accountants, as well as a time and date stamp record of each filing along with the unique ID from EMMA accompanying the copy of the actual document filed. DAC also offers its clients a series of training webinars each year qualified for 15-20 NASBA certified CPE credits, as well as model secondary market compliance policies and procedures. The form of Disclosure Dissemination Agreement is attached as APPENDIX D — "FORM OF DISCLOSURE DISSEMNATION AGREEMENT."

In connection with the issuance of the College's Refunded Bonds and the College's Massachusetts Development Finance Agency Revenue Refunding Bonds, Simons Rock College of Bard Issue, Series 2007 (the "Simon's Rock Bonds"), the College executed continuing disclosure undertakings for the benefit of its holders.

- The College's Annual Reports and audits for 2015 through 2019 were all filed late.
    - 2015 was filed 63 days late, 2016 was filed 111 days late, 2017 was filed 157 days late, 2018 was filed 87 days late and 2019 was filed 17 days late.
- The 2018 filing was filed for the Refunded Bonds, but not for the Simon's Rock Bonds.
- The information in the Annual Report relating to the application and admissions credentials for Simon's Rock was not filed for years 2015-2018.

   - This information was filed for 2019, but it was incomplete and the information relating to Freshmen enrollment percentage, enrolled, percentage enrollees in top 25% of high school graduating class, and mean total SAT score was not included.
- The information relating to the application and admissions credentials relating to Bard College was filed for years 2015-2019 but it was incomplete.
- The information relating to freshmen enrollment percentage, enrolled, percentage enrollees in top 25% of high school graduating class, and mean total SAT score was not included.
- The information relating to student fees for Simon's Rock was not filed for years 2015-2018.
- The Information relating to endowments and similar funds was filed for 2015-2019 but the market value of the endowment was not included.
- On April 28, 2015, Moody's Investors Service ("Moody's") downgraded its ratings on the Refunded Bonds and on the Simon's Rock Bonds from Ba1 to Ba3. Notice of this material event was not filed.
- On August 16, 2016, Moody's downgraded its ratings on the Refunded Bonds and on the Simon's Rock Bonds from Ba3 to B1. Notice of this material event was not filed.

The College updated the above described information through filings with the MSRB on or before October 28, 2020.

The College has reviewed the current requirements of the Rule and has engaged DAC as Disclosure Agent to assist it with its undertaking for the benefit of the Series 2020 Bondholders.

TAX MATTERS – SERIES 2020A BONDS

Federal Income Taxes

The Code imposes certain requirements that must be met subsequent to the issuance and delivery of the Series 2020A Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2020A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Series 2020A Bonds. Pursuant to the Indenture, the Loan Agreement and the Tax Regulatory Agreement, by and between the Issuer and the College (the "Tax Certificate"), the Issuer and the College have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2020A Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the Issuer and the College have made certain representations and certifications in the Indenture, the Loan Agreement and the Tax Certificate. Bond Counsel will also rely on the opinion of Locke Lord LLP as to all matters concerning the status of the College as an organization described in Section 501(c)(3) of the Code and exempt from federal income tax under Section 501(a) of the Code and that the intended use of the facilities financed or refinanced with proceeds of Series 2020A Bonds will not constitute an "unrelated trade or business" (within the meaning of Section 513(a) of the Code) of the College. Bond Counsel will not independently verify the accuracy of those representations and certifications or that opinion.

In the opinion of Nixon Peabody LLP, Bond Counsel, under existing law and assuming compliance with the aforementioned covenant, and the accuracy of certain representations and certifications made by the Issuer and the College described above, interest on the Series 2020A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. Bond Counsel is also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

State Taxes

Bond Counsel is also of the opinion that, under existing law, interest on the Series 2020A Bonds is exempt from personal income taxation imposed by the State of New York or any political subdivision of the State of New York, including The City of New York, assuming compliance with tax covenants and the accuracy of the representations and certifications described under the heading "Federal Income Taxes" above. Bond Counsel expresses no opinion as to other State of New York or local tax consequences arising with respect to the Series 2020A Bonds nor as to the taxability of the Series 2020A Bonds or the income therefrom under the laws of any state other than the State of New York.

Original Issue Discount

Bond Counsel is further of the opinion that the excess of the principal amount of a maturity of the Series 2020A Bonds over its issue price (i.e., the first price at which price a substantial amount of such maturity of the Series 2020A Bonds was sold to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) (each, a "Discount Bond" and collectively the "Discount Bonds") constitutes original issue discount which is excluded from gross income for federal income tax purposes to the same extent as interest on the Series 2020A Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such issue price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

Original Issue Premium

Series 2020A Bonds sold at prices in excess of their principal amounts are "Premium Bonds". An initial purchaser with an initial adjusted basis in a Premium Bond in excess of its principal amount will have amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond based on the purchaser's yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, over the period to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation with an amortizable bond premium is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Series 2020A Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

Ancillary Tax Matters

Ownership of the Series 2020A Bonds may result in other federal tax consequences to certain taxpayers, including, without limitation, certain S corporations, foreign corporations with branches in the United States, property and casualty insurance companies, individuals receiving Social Security or Railroad Retirement benefits, individuals seeking to claim the earned income credit, and taxpayers (including banks, thrift institutions and other financial institutions) who may be deemed to have incurred or continued indebtedness to purchase or to carry the Series 2020A Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Series 2020A Bonds is subject to information reporting to the Internal Revenue Service (the "IRS") in a manner similar to interest paid on taxable obligations. In addition, interest on the Series 2020A Bonds may be subject to backup withholding if such interest is paid to a registered owner that (a) fails to provide certain identifying information (such as the registered owner's taxpayer identification number) in the manner required by the IRS, or (b) has been identified by the IRS as being subject to backup withholding.

Bond Counsel is not rendering any opinion as to any federal tax matters other than those described in the opinions attached as Appendix E. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax consequences of owning and disposing of the Series 2020A Bonds, as well as any tax consequences arising under the laws of any state or other taxing jurisdiction.

Changes in Law and Post Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an adverse impact on the potential benefits of the exclusion from gross income of the interest on the Series 2020A Bonds for federal or state income tax purposes, and thus on the value or marketability of the Series 2020A Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), repeal of the exclusion of the interest on the Series 2020A Bonds from gross income for federal or state income tax purposes, or otherwise. It is not possible to predict whether any legislative or administrative actions or court decisions having an adverse impact on the federal or state income tax treatment of holders of the Series 2020A Bonds may occur. Prospective purchasers of the Series 2020A Bonds should consult their own tax advisors regarding the impact of any change in law on the Series 2020A Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Series 2020A Bonds may affect the tax status of interest on the Series 2020A Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Series 2020A Bonds, or the interest thereon, if any action is taken with respect to the Series 2020A Bonds or the proceeds thereof upon the advice or approval of other counsel.

TAX MATTERS – SERIES 2020B BONDS

Federal Income Taxes

The following is a summary of certain anticipated United States federal income tax consequences of the purchase, ownership and disposition of the Series 2020B Bonds. The summary is based upon the provisions of the Code, the Treasury Regulations promulgated thereunder and the judicial and administrative rulings and decisions now in effect, all of which are subject to change. Such authorities may be repealed, revoked, or modified, possibly with retroactive effect, so as to result in United States federal income tax consequences different from those described below. The summary generally addresses Series 2020B Bonds held as capital assets within the meaning of Section 1221 of the Code and does not purport to address all aspects of federal income taxation that may affect particular investors in light of their individual circumstances or certain types of investors subject to special treatment under the federal income tax laws, including but not limited to financial institutions, insurance companies, dealers in securities or currencies, persons holding such Series 2020B Bonds as a hedge against currency risks or as a position in a "straddle," "hedge," "constructive sale transaction" or "conversion transaction" for tax purposes, or persons whose functional currency is not the United States dollar. It also does not deal with holders other than original purchasers that acquire Series 2020B Bonds at their initial issue price except where otherwise specifically noted. Potential purchasers of the Series 2020B Bonds should consult their own tax advisors in determining the federal, state, local, foreign and other tax consequences to them of the purchase, holding and disposition of the Series 2020B Bonds.

The Issuer has not sought and will not seek any rulings from the Internal Revenue Service with respect to any matter discussed herein. No assurance can be given that the Internal Revenue Service would not assert, or that a court would not sustain, a position contrary to any of the tax characterizations and tax consequences set forth below.

U.S. Holders

As used herein, the term "U.S. Holder" means a beneficial owner of Series 2020B Bonds that is (a) an individual citizen or resident of the United States for federal income tax purposes, (b) a corporation, including an entity treated as a corporation for federal income tax purposes, created or organized in or under the laws of the United States or any State thereof (including the District of Columbia), (c) an estate whose income is subject to federal income taxation regardless of its source, or (d) a trust if a court within the United States can exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust. Notwithstanding clause (d) of the preceding sentence, to the extent provided in Treasury regulations, certain trusts in existence on August 20, 1996, and treated as United States persons prior to that date that elect to continue to be treated as United States persons also will be U.S. Holders. In addition, if a partnership (or other entity or arrangement treated as a partnership for federal income tax purposes) holds Series 2020B Bonds, the tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. If a U.S. Holder is a partner in a partnership (or other entity or arrangement treated as a partnership for federal income tax purposes) that holds Series 2020B Bonds, the U.S. Holder is urged to consult its own tax advisor regarding the specific tax consequences of the purchase, ownership and dispositions of the Series 2020B Bonds.

Taxation of Interest Generally

Interest on the Series 2020B Bonds is not excluded from gross income for federal income tax purposes under Section 103 of the Code and so will be fully subject to federal income taxation. Purchasers will be subject to federal income tax accounting rules affecting the timing and/or characterization of payments received with respect to such Series 2020B Bonds. In general, interest paid on the Series 2020B Bonds and recovery of any accrued original issue discount and market discount will be treated as ordinary income to a bondholder, and after adjustment for the foregoing, principal payments will be treated as a return of capital to the extent of the U.S. Holder's adjusted tax basis in the Series 2020B Bonds and capital gain to the extent of any excess received over such basis.

Recognition of Income Generally

Section 451(b) of the Code provides that purchasers using an accrual method of accounting for U.S. federal income tax purposes may be required to include certain amounts in income no later than the time such amounts are reflected on certain financial statements of such purchaser. In this regard, the IRS issued proposed regulations which provide that, with the exception of certain fees, the rule in section 451(b) will generally not apply to the timing rules for original issue discount and market discount, or to the timing rules for de minimis original issue discount and market discount. Prospective purchasers of the Series 2020B Bonds should consult their own tax advisors regarding the potential applicability of these rules and their impact on the timing of the recognition of income related to the Series 2020B Bonds under the Code.

Original Issue Discount

The following summary is a general discussion of certain federal income tax consequences of the purchase, ownership and disposition of Series 2020B Bonds issued with original issue discount ("Discount Bonds"). A Bond will be treated as having been issued with an original issue discount if the excess of its "stated redemption price at maturity" (defined below) over its issue price (defined as the initial offering price to the public at which a substantial amount of the Series 2020B Bonds of the same maturity have first been sold to the public, excluding bond houses and brokers) equals or exceeds one quarter of one percent of such Series 2020B Bond's stated redemption price at maturity multiplied by the number of complete years to its maturity (or, in the case of an installment obligation, its weighted average maturity).

A Series 2020B Bond's "stated redemption price at maturity" is the total of all payments provided by the Series 2020B Bond that are not payments of "qualified stated interest." Generally, the term "qualified stated interest" includes stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate or certain floating rates.

In general, the amount of original issue discount includible in income by the initial holder of a Discount Bond is the sum of the "daily portions" of original issue discount with respect to such Discount Bond for each day during the taxable year in which such holder held such Series 2020B Bond. The daily portion of original issue discount on any Discount Bond is determined by allocating to each day in any "accrual period" a ratable portion of the original issue discount allocable to that accrual period.

An accrual period may be of any length, and may vary in length over the term of a Discount Bond, provided that each accrual period is not longer than one year and each scheduled payment of principal or interest occurs at the end of an accrual period. The amount of original issue discount allocable to each accrual period is equal to the difference between (i) the product of the Discount Bond's adjusted issue price at the beginning of such accrual period and its yield to maturity (determined on the basis of compounding at the close of each accrual period and appropriately adjusted to take into account the length of the particular accrual period) and (ii) the amount of any qualified stated interest payments allocable to such accrual period. The "adjusted issue price" of a Discount Bond at the beginning of any accrual period is the sum of the issue price of the Discount Bond plus the amount of original issue discount allocable to all prior accrual periods minus the amount of any prior payments on the Discount Bond that were not qualified stated interest payments. Under these rules, holders generally will have to include in income increasingly greater amounts of original issue discount in successive accrual periods.

Holders utilizing the accrual method of accounting may generally, upon election, include in gross income all interest (including stated interest, acquisition discount, original issue discount, de minimis original issue discount, market discount, de minimis market discount, and unstated interest, as adjusted by any amortizable bond premium or acquisition premium) on a Series 2020B Bond by using the constant yield method applicable to original issue discount, subject to certain limitations and exceptions.

Holders that use an accrual method of accounting may be required to include certain amounts in income no later than the time such amounts are reflected on certain financial statements of such holder as discussed under "Recognition of Income Generally" above. Prospective purchasers of the Series 2020B Bonds should consult their own tax advisors regarding the potential applicability of this rule and its impact on the timing of the recognition of income related to the Series 2020B Bonds under the Code.

Market Discount

A holder who purchases a Series 2020B Bond at a price which includes market discount (i.e., at a purchase price that is less than its adjusted issue price in the hands of an original owner) in excess of a prescribed de minimis amount will be required to recharacterize all or a portion of the gain as ordinary income upon receipt of each scheduled or unscheduled principal payment or upon other disposition. In particular, such holder will generally be required either (a) to allocate each such principal payment to accrued market discount not previously included in income and to recognize ordinary income to that extent and to treat any gain upon sale or other disposition of such a Series 2020B Bond as ordinary income to the extent of any remaining accrued market discount or (b) to elect to include such market discount in income currently as it accrues on all market discount instruments acquired by such holder on or after the first day of the taxable year to which such election applies.

The Code authorizes the Treasury Department to issue regulations providing for the method for accruing market discount on debt instruments the principal of which is payable in more than one installment. Until such time as regulations are issued by the Treasury Department, certain rules described in the legislative history of the Tax Reform Act of 1986 will apply. Under those rules, market discount will be included in income either (a) on a constant interest basis or (b) in proportion to the accrual of stated interest.

A holder of a Series 2020B Bond who acquires such Series 2020B Bond at a market discount also may be required to defer, until the maturity date of such Bond or the earlier disposition in a taxable transaction, the deduction of a portion of the amount of interest that the holder paid or accrued during the taxable year on indebtedness incurred or maintained to purchase or carry a Series 2020B Bond in excess of the aggregate amount of interest (including original issue discount) includable in such holder's gross income for the taxable year with respect to such Series 2020B Bond. The amount of such net interest expense deferred in a taxable year may not exceed the amount of market discount accrued on the Series 2020B Bond for the days during the taxable year on which the holder held the Series 2020B Bond and, in general, would be deductible when such market discount is includable in income. The amount of any remaining deferred deduction is to be taken into account in the taxable year in which the Series 2020B Bond matures or is disposed of in a taxable transaction. In the case of a disposition in which gain or loss is not recognized in whole or in part, any remaining deferred deduction will be allowed to the extent gain is recognized on the disposition. This deferral rule does not apply if the bondholder elects to include such market discount in income currently as described above.

Holders that use an accrual method of accounting may be required to include certain amounts in income no later than the time such amounts are reflected on certain financial statements of such holder as discussed under "Recognition of Income Generally" above. Prospective purchasers of the Series 2020B Bonds should consult their own tax advisors regarding the potential applicability of this rule and its impact on the timing of the recognition of income related to the Series 2020B Bonds under the Code.

Bond Premium

A holder of a Series 2020B Bond who purchases such Series 2020B Bond at a cost greater than its remaining redemption amount will have amortizable bond premium. If the holder elects to amortize this premium under Section 171 of the Code (which election will apply to all Series 2020B Bonds held by the holder on the first day of the taxable year to which the election applies and to all Series 2020B Bonds thereafter acquired by the holder), such a holder must amortize the premium using constant yield principles based on the holder's yield to maturity. Amortizable bond premium is generally treated as an offset to interest income, and a reduction in basis is required for amortizable bond premium that is applied to reduce interest payments. Purchasers of Series 2020B Bonds who acquire such Series 2020B Bonds at a premium should consult with their own tax advisors with respect to federal, state and local tax consequences of owning such Series 2020B Bonds.

Surtax on Unearned Income

Section 1411 of the Code generally imposes a tax of 3.8% on the “net investment income” of certain individuals, trusts and estates. Among other items, net investment income generally includes gross income from interest and net gain attributable to the disposition of certain property, less certain deductions. U.S. Holders should consult their own tax advisors regarding the possible implications of this provision in their particular circumstances.

Sale or Redemption of Series 2020B Bonds

A bondholder’s adjusted tax basis for a Series 2020B Bond is the price such holder pays for the Series 2020B Bond plus the amount of original issue discount and market discount previously included in income and reduced on account of any payments received on such Series 2020B Bond other than “qualified stated interest” and any amortized bond premium. Gain or loss recognized on a sale, exchange or redemption of a Series 2020B Bond, measured by the difference between the amount realized and the bondholder’s tax basis as so adjusted, will generally give rise to capital gain or loss if the Series 2020B Bond is held as a capital asset (except in the case of Series 2020B Bonds acquired at a market discount, in which case a portion of the gain will be characterized as interest and therefore ordinary income).

If the terms of a Series 2020B Bond are materially modified, in certain circumstances, a new debt obligation would be deemed “reissued”, or created and exchanged for the prior obligation in a taxable transaction. Among the modifications which may be treated as material are those related to the redemption provisions and, in the case of a nonrecourse obligation, those which involve the substitution of collateral. In addition, the defeasance of a Series 2020B Bond under the defeasance provisions of the Indenture could result in a deemed sale or exchange of such Series 2020B Bond.

EACH POTENTIAL HOLDER OF SERIES 2020B BONDS SHOULD CONSULT ITS OWN TAX ADVISOR CONCERNING (1) THE TREATMENT OF GAIN OR LOSS ON SALE, REDEMPTION OR DEFEASANCE OF THE SERIES 2020B BONDS, AND (2) THE CIRCUMSTANCES IN WHICH SERIES 2020B BONDS WOULD BE DEEMED REISSUED AND THE LIKELY EFFECTS, IF ANY, OF SUCH REISSUANCE.

Non-U.S. Holders

The following is a general discussion of certain United States federal income tax consequences resulting from the beneficial ownership of Series 2020B Bonds by a person other than a U.S. Holder, a former United States citizen or resident, or a partnership or entity treated as a partnership for United States federal income tax purposes (a “Non-U.S. Holder”).

Subject to the discussion of backup withholding and the Foreign Account Tax Compliance Act (“FATCA”), payments of principal by the Issuer or any of its agents (acting in its capacity as agent) to any Non-U.S. Holder will not be subject to federal withholding tax. In the case of payments of interest to any Non-U.S. Holder, however, federal withholding tax will apply unless the Non-U.S. Holder (1) does not own (actually or constructively) 10 percent or more of the voting equity interests of the Issuer, (2) is not a controlled foreign corporation for United States tax purposes that is related to the Issuer (directly or indirectly) through stock ownership, and (3) is not a bank receiving interest in the manner described in Section 881(c)(3)(A) of the Code. In addition, either (1) the Non-U.S. Holder must certify on the applicable IRS Form W-8 (series) (or successor form) to the Issuer, its agents or paying agents or a broker under penalties of perjury that it is not a U.S. person and must provide its name and address, or (2) a securities clearing organization, bank or other financial institution, that holds customers’ securities in the ordinary course of its trade or business and that also holds the Series 2020B Bonds must certify to the Issuer or its agent under penalties of perjury that such statement on the applicable IRS Form W-8 (series) (or successor form) has been received from the Non-U.S. Holder by it or by another financial institution and must furnish the interest payor with a copy.

Interest payments may also be exempt from federal withholding tax depending on the terms of an existing Federal Income Tax Treaty, if any, in force between the U.S. and the resident country of the Non-U.S. Holder. The U.S. has entered into an income tax treaty with a limited number of countries. In addition, the terms of each treaty differ in their treatment of interest and original issue discount payments. Non-U.S. Holders are urged to consult their own tax advisor regarding the specific tax consequences of the receipt of interest payments, including original issue discount. A Non-U.S. Holder that does not qualify for exemption from withholding as described above must provide the Issuer or its agent with documentation as to his, her, or its identity to avoid the U.S. backup withholding tax on the amount allocable to a Non-U.S. Holder. The documentation may require that the Non-U.S. Holder provide a U.S. tax identification number.

If a Non-U.S. Holder is engaged in a trade or business in the United States and interest on a Series 2020B Bond held by such holder is effectively connected with the conduct of such trade or business, the Non-U.S. Holder, although exempt from the withholding tax discussed above (provided that such holder timely furnishes the required certification to claim such exemption), may be subject to United States federal income tax on such interest in the same manner as if it were a U.S. Holder. In addition, if the Non-U.S. Holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% (subject to a reduced rate under an applicable treaty) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments. For purposes of the branch profits tax, interest on a Series 2020B Bond will be included in the earnings and profits of the holder if the interest is effectively connected with the conduct by the holder of a trade or business in the United States. Such a holder must provide the payor with a properly executed IRS Form W-8ECI (or successor form) to claim an exemption from United States federal withholding tax.

Generally, any capital gain realized on the sale, exchange, retirement or other disposition of a Series 2020B Bond by a Non-U.S. Holder will not be subject to United States federal income or withholding taxes if (1) the gain is not effectively connected with a United States trade or business of the Non-U.S. Holder, and (2) in the case of an individual, the Non-U.S. Holder is not present in the United States for 183 days or more in the taxable year of the sale, exchange, retirement or other disposition, and certain other conditions are met.

For newly issued or reissued obligations, such as the Series 2020B Bonds, FATCA imposes U.S. withholding tax on interest payments and, for dispositions after December 31, 2018, gross proceeds of the sale of the Series 2020B Bonds paid to certain foreign financial institutions (which is broadly defined for this purpose to generally include non-U.S. investment funds) and certain other non-U.S. entities if certain disclosure and due diligence requirements related to U.S. accounts or ownership are not satisfied, unless an exemption applies. An intergovernmental agreement between the United States and an applicable non-U.S. country may modify these requirements. In any event, bondholders or beneficial owners of the Series 2020B Bonds shall have no recourse against the Issuer, nor will the Issuer be obligated to pay any additional amounts to “gross up” payments to such persons, as a result of any withholding or deduction for, or on account of, any present or future taxes, duties, assessments or government charges with respect to payments in respect of the Series 2020B Bonds. However, it should be noted that on December 13, 2018, the IRS issued Proposed Treasury Regulation Section 1.1473-1(a)(1) which proposes to remove gross proceeds from the definition of “withholdable payment” for this purpose.

Non-U.S. Holders should consult their own tax advisors with respect to the possible applicability of federal withholding and other taxes upon income realized in respect of the Series 2020B Bonds.

Information Reporting and Backup Withholding

For each calendar year in which the Series 2020B Bonds are outstanding, the Issuer, its agents or paying agents or a broker is required to provide the IRS with certain information, including a holder's name, address and taxpayer identification number (either the holder's Social Security number or its employer identification number, as the case may be), the aggregate amount of principal and interest paid to that holder during the calendar year and the amount of tax withheld, if any. This obligation, however, does not apply with respect to certain U.S. Holders, including corporations, tax-exempt organizations, qualified pension and profit sharing trusts, and individual retirement accounts and annuities.

If a U.S. Holder subject to the reporting requirements described above fails to supply its correct taxpayer identification number in the manner required by applicable law or under-reports its tax liability, the Issuer, its agents or paying agents or a broker may be required to make "backup" withholding of tax on each payment of interest or principal on the Series 2020B Bonds. This backup withholding is not an additional tax and may be credited against the U.S. Holder's federal income tax liability, provided that the U.S. Holder furnishes the required information to the IRS.

Under current Treasury Regulations, backup withholding and information reporting will not apply to payments of interest made by the Issuer, its agents (in their capacity as such) or paying agents or a broker to a Non-U.S. Holder if such holder has provided the required certification that it is not a U.S. person (as set forth in the second paragraph under "Non-U.S. Holders" above), or has otherwise established an exemption (provided that neither the Issuer nor its agent has actual knowledge that the holder is a U.S. person or that the conditions of an exemption are not in fact satisfied).

Payments of the proceeds from the sale of a Series 2020B Bond to or through a foreign office of a broker generally will not be subject to information reporting or backup withholding. However, information reporting (but not backup withholding) may apply to those payments if the broker is one of the following: (i) a U.S. person; (ii) a controlled foreign corporation for U.S. tax purposes; (iii) a foreign person 50-percent or more of whose gross income from all sources for the three-year period ending with the close of its taxable year preceding the payment was effectively connected with a United States trade or business; or (iv) a foreign partnership with certain connections to the United States.

Payment of the proceeds from a sale of a Series 2020B Bond to or through the United States office of a broker is subject to information reporting and backup withholding unless the holder or beneficial owner certifies as to its taxpayer identification number or otherwise establishes an exemption from information reporting and backup withholding.

The preceding federal income tax discussion is included for general information only and may not be applicable depending upon a holder's particular situation. Holders should consult their tax advisors with respect to the tax consequences to them of the purchase, ownership and disposition of the Series 2020B Bonds, including the tax consequences under federal, state, local, foreign and other tax laws and the possible effects of changes in those tax laws.

State Taxes

Interest on the Series 2020B Bonds is not exempt from personal income taxes of the State of New York and its political subdivisions, including The City of New York. Bond Counsel expresses no opinion as to other state or local tax law consequences arising with respect to the Series 2020B Bonds nor as to the taxability of the Series 2020B Bonds or the income derived therefrom under the laws of any jurisdiction other than the State of New York.

Changes in Law and Post Issuance Events

Legislative or administrative actions and court decisions, at either the federal or state level, could have an impact on the inclusion in gross income of interest on the Series 2020B Bonds for federal or state income tax purposes, and thus on the value or marketability of the Series 2020B Bonds. This could result from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or otherwise. It is not possible to predict whether any such legislative or administrative actions or court decisions will occur or have an adverse impact on the federal or state income tax treatment of holders of the Series 2020B Bonds. Prospective purchasers of the Series 2020B Bonds should consult their own tax advisors regarding the impact of any change in law or proposed change in law on the Series 2020B Bonds.

IN ALL EVENTS, ALL INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS IN DETERMINING THE FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX CONSEQUENCES TO THEM OF THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE SERIES 2020B BONDS.

CONSIDERATIONS FOR ERISA AND OTHER U.S. BENEFIT PLAN INVESTORS

The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain fiduciary obligations and prohibited transaction restrictions on employee pension and welfare benefit plans subject to Title I of ERISA ("ERISA Plans"). Section 4975 of the Code imposes essentially the same prohibited transaction restrictions on tax-qualified retirement plans described in Section 401(a) and 403(a) of the Code, which are exempt from tax under Section 501(a) of the Code, other than governmental and church plans as defined herein ("Qualified Retirement Plans"), and on Individual Retirement Accounts ("IRAs") described in Section 408(b) of the Code (collectively, "Tax-Favored Plans"). Certain employee benefit plans such as governmental plans (as defined in Section 3(32) of ERISA) ("Governmental Plans"), and, if no election has been made under Section 410(d) of the Code, church plans (as defined in Section 3(33) of ERISA) ("Church Plans"), are not subject to ERISA requirements. Additionally, such Governmental and Church Plans are not subject to the requirements of Section 4975 of the Code but may be subject to applicable federal, state or local law ("Similar Laws") which is, to a material extent, similar to the foregoing provisions of ERISA or the Code. Accordingly, assets of such plans may be invested in the Series 2020 Bonds without regard to the ERISA and Code considerations described below, subject to the provisions of Similar Laws.

In addition to the imposition of general fiduciary obligations, including those of investment prudence and diversification and the requirement that a plan's investment be made in accordance with the documents governing the plan, Section 406 of ERISA and Section 4975 of the Code prohibit a broad range of transactions involving assets of ERISA Plans and Tax-Favored Plans and entities whose underlying assets include plan assets by reason of ERISA Plans or Tax-Favored Plans investing in such entities (collectively, "Benefit Plans") and persons who have certain specified relationships to the Benefit Plans ("Parties In Interest" or "Disqualified Persons"), unless a statutory or administrative exemption is available. The definitions of "Party in Interest" and "Disqualified Person" are expansive. While other entities may be encompassed by these definitions, they include, most notably: (1) fiduciary with respect to a plan; (2) a person providing services to a plan; (3) an employer or employee organization any of whose employees or members are covered by the plan; and (4) the owner of an IRA. Certain Parties in Interest (or Disqualified Persons) that participate in a prohibited transaction may be subject to a penalty (or an excise tax) imposed pursuant to Section 502(i) of ERISA (or Section 4975 of the Code) unless a statutory or administrative exemption is available. Without an exemption an IRA owner may disqualify his or her IRA.

Certain transactions involving the purchase, holding or transfer of the Series 2020 Bonds might be deemed to constitute prohibited transactions under ERISA and Section 4975 of the Code if assets of the Issuer were deemed to be assets of a Benefit Plan. Under final regulations issued by the United States Department of Labor (the "Plan Assets Regulation"), the assets of the Issuer would be treated as plan assets of a Benefit Plan for the purposes of ERISA and Section 4975 only of the Code if the Benefit Plan acquires an "equity interest" in the Issuer and none of the exceptions contained in the Plan Assets Regulation is applicable. An equity interest is defined under the Plan Assets Regulation as an interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Although there is little guidance on this matter, it appears that the Series 2020 Bonds should be treated as debt without substantial equity features for purposes of the Plan Assets Regulation. This determination is based upon the traditional debt features of the Series 2020 Bonds, including the reasonable expectation of purchasers of Series 2020 Bonds that the Series 2020 Bonds will be repaid when due, traditional default remedies, as well as the absence of conversion rights, warrants and other typical equity features.

However, without regard to whether the Series 2020 Bonds are treated as an equity interest for such purposes, though, the acquisition or holding of Series 2020 Bonds by or on behalf of a Benefit Plan could be considered to give rise to a prohibited transaction if the Issuer, the College, the Trustee or the Underwriter, or any of their respective affiliates, is or becomes a Party in Interest or a Disqualified Person with respect to such Benefit Plan.

Most notably, ERISA and the Code generally prohibit the lending of money or other extension of credit between an ERISA Plan or Tax-Favored Plan and a Party in Interest or a Disqualified Person, and the acquisition of any of the Series 2020 Bonds by a Benefit Plan would involve the lending of money or extension of credit by the Benefit Plan. In such a case, however, certain exemptions from the prohibited transaction rules could be applicable depending on the type and circumstances of the plan fiduciary making the decision to acquire a Series 2020 Bond. Included among these exemptions are: Prohibited Transaction Class Exemption ("PTCE") 96-23, regarding transactions effected by certain "in-house asset managers"; PTCE 90-1, regarding investments by insurance company pooled separate accounts; PTCE 95-60, regarding transactions effected by "insurance company general accounts"; PTCE 91-38, regarding investments by bank collective investment funds; and PTCE 84-14, regarding transactions effected by "qualified professional asset managers." Further, the statutory exemption in Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code provides for an exemption for transactions involving "adequate consideration" with persons who are Parties in Interest or Disqualified Persons solely by reason of their (or their affiliate's) status as a service provider to the Benefit Plan involved and none of whom is a fiduciary with respect to the Benefit Plan assets involved (or an affiliate of such a fiduciary). There can be no assurance that any class or other exemption will be available with respect to any particular transaction involving the Series 2020 Bonds, or that, if available, the exemption would cover all possible prohibited transactions.

By acquiring a Series 2020 Bond (or interest therein), each purchaser and transferee (and if the purchaser or transferee is a plan, its fiduciary) is deemed to represent and warrant that either (i) it is not acquiring the Series 2020 Bond (or interest therein) with the assets of a Benefit Plan, Governmental plan or Church plan; or (ii) the acquisition and holding of the Series 2020 Bond (or interest therein) will not give rise to a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or Similar Laws. A purchaser or transferee who acquires Series 2020 Bonds with assets of a Benefit Plan represents that such purchaser or transferee has considered the fiduciary requirements of ERISA, the Code or Similar Laws and has consulted with counsel with regard to the purchase or transfer.

Because the Issuer, the College, the Trustee, or the Underwriter or any of their respective affiliates may receive certain benefits in connection with the sale of the Series 2020 Bonds, the purchase of the Series 2020 Bonds using plan assets of a Benefit Plan over which any of such parties has investment authority or provides investment advice for a direct or indirect fee may be deemed to be a violation of the prohibited transaction rules of ERISA or Section 4975 of the Code or Similar Laws for which no exemption may be available. Accordingly, any investor considering a purchase of Series 2020 Bonds using plan assets of a Benefit Plan should consult with its counsel if the Issuer, the College, the Trustee, or the Underwriter or any of their respective affiliates has investment authority or provides investment advice for a direct or indirect fee with respect to such assets or is an employer maintaining or contributing to the Benefit Plan.

Any ERISA Plan fiduciary considering whether to purchase the Series 2020 Bonds on behalf of an ERISA Plan should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and Section 4975 of the Code to such an investment and the availability of any of the exemptions referred to above. Persons responsible for investing the assets of Tax-Favored Plans that are not ERISA Plans should seek similar counsel with respect to the prohibited transaction provisions of the Code and the applicability of Similar Laws.

FINANCIAL STATEMENTS

The audited financial statements of the College for the fiscal years ended June 30, 2020, 2019 and 2018 included in this Official Statement in APPENDIX B—"FINANCIAL STATEMENTS," have been audited by BST & Co. CPAs, LLP, independent certified public accountants ("Auditor"), as stated in their report thereon appearing in APPENDIX B of this Official Statement. The College is not aware of any facts that would make such financial statements misleading.

RATING

S&P Global Ratings ("S&P") has assigned a rating of "BB+" to the Series 2020 Bonds. Such rating reflects only the views of such organization and any desired explanation of the significance of such rating should be obtained from S&P at the following address: 55 Water Street, New York, New York 10041. 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 if, in the judgment of S&P, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Series 2020 Bonds. A securities rating is not a recommendation to buy, sell or hold securities.

The rating assigned by S&P to the Series 2020 Bonds set forth in the preceding paragraph is considered "speculative grade." S&P defines obligations in the "BB+" category as, "Speculative Grade" See "BONDHOLDERS' RISK—Speculative Rating."

LITIGATION

The Issuer

The Issuer knows of no pending or threatened litigation questioning or affecting the validity of the Series 2020 Bonds or the proceedings or authority under which the Series 2020 Bonds were issued. Neither the creation, organization or existence of the Issuer nor the title of any of the present members or other officers of the Issuer to their respective offices is being contested to the knowledge of the Issuer. The Issuer knows of no litigation pending or threatened which in any manner questions the right of the Issuer to execute and deliver the Indenture or the Loan Agreement.

The College

There is no pending nor, to the knowledge of the College, threatened any litigation restraining or enjoining the execution or delivery of the Financing Documents to which the College is a party or questioning or affecting the validity of such documents or the proceedings or authority under which such documents were authorized or delivered. Neither the creation, organization or existence of the College nor the title of any of the present members or other officers of the College to their respective offices is being contested. There is no litigation pending or, to its knowledge, threatened which in any manner questions the right of the College to enter into the Financing Documents to which the College is a party or which would have a material adverse effect on the ability of the College to meet its obligations under the Loan Agreement.

LEGAL MATTERS

All legal matters incident to the authorization and validity of the Series 2020 Bonds are subject to the approval of Nixon Peabody LLP, New York, New York, Bond Counsel, whose approving opinion will be delivered with the Series 2020 Bonds. Certain legal matters will be passed upon for the Issuer by Cappillino Rothschild & Egan LLP, Pawling, New York. Certain legal matters will be passed upon for the College by Locke Lord LLP, Boston, Massachusetts. Certain legal matters will be passed upon for the Underwriters by Arent Fox LLP, New York, New York.

UNDERWRITING

KeyBanc Capital Markets Inc. and Citigroup Global Markets, Inc. (together, the "Underwriters"), has agreed, subject to certain conditions, to purchase the Series 2020 Bonds from the Issuer at an aggregate purchase price of $255,644,742.65 and to make a public offering of the Series 2020 Bonds at prices that are not in excess of the public offering yields stated on the inside cover page of this Official Statement. The Underwriters will be obligated to purchase all such Series 2020 Bonds if any are purchased.

The Series 2020 Bonds may be offered and sold to certain dealers (including the Underwriters) at prices lower than such public offering prices, and such public offering prices may be changed, from time to time, by the Underwriters.

Citigroup Global Markets Inc., an underwriter of the Series 2020 Bonds, has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, "Fidelity"). Under this distribution agreement, Citigroup Global Markets Inc. may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, Citigroup Global Markets Inc. will compensate Fidelity for its selling efforts.

The following paragraph has been provided by the Underwriters for inclusion herein. The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. The Underwriters and their respective affiliates may have provided, and may in the future provide, a variety of these services to the College and to persons and entities with relationships with the College, for which they may have received or will receive customary fees and expenses. In the ordinary course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and or instruments of the

College (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the College. The Underwriters and their respective 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.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

On or before December 17, 2020, KeyBanc Capital Markets Inc. will deliver a report to the Issuer and the College (the "Refund Calculation Report") describing the amount of cash deposits necessary to pay, when due, the principal of, interest on and redemption price of the Refunded Bonds on their redemption date. Causey Demgen & Moore P.C. (the "Verification Agent"), a firm of independent certified public accountants, will deliver to the Issuer, the College and the Underwriters on or before the delivery date of each of the Series 2020 Bonds, a verification report (the "Verification Report") indicating that it has verified, in accordance with standards established by the American Institute of Certified Public Accountants, the calculations described in the Refund Calculation Report. Included in the scope of the Verification Report will be a verification of the mathematical accuracy of the mathematical computations contained in the Refund Calculation Report and the adequacy of the defeasance securities to be held by the trustee for the Refunded Bonds to pay, when due, the principal of, interest on and redemption price of the Refunded Bonds on their redemption date.

MISCELLANEOUS

So far as any statements made in this Official Statement involve matters of opinion or estimates, whether or not expressly stated, they are set forth as such and not as representations of fact, and no representation is made that any of such opinions or estimates will be realized. Neither this Official Statement nor any statement which may have been made orally or in writing with regard to the Series 2020 Bonds is to be construed as a contract with the holders of the Series 2020 Bonds.

The Issuer and the College have authorized the execution and distribution of this Official Statement.

DUTCHESS COUNTY LOCAL
DEVELOPMENT CORPORATION

By: /s/ ***Sarah Lee***
Name: Sarah Lee
Title: Chief Executive Officer

BARD COLLEGE

By: /s/ ***Taun Toay***
Name: Taun Toay
Title: Senior Vice President and Chief Financial Officer

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APPENDIX A

CERTAIN INFORMATION CONCERNING THE COLLEGE

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APPENDIX A

CERTAIN INFORMATION CONCERNING THE COLLEGE

BARD COLLEGE

Overview

Bard College ("Bard" and, collectively with Simon's Rock and Longy (as hereinafter defined), the "College") is a highly selective liberal arts school, approximately 90 miles north of New York City, on nearly 1,000 acres in the Hudson Valley of New York in Annandale-on-Hudson (the "Main Campus"). Serving approximately 2,000 students at its Main Campus and over 6,300 degree candidates in the aggregate including the Main Campus, its domestic satellite campuses and international dual-degree programs. Bard, its affiliates and its early college programs has a significant impact in the communities where it operates.

Bard has five dimensions, each of which supports the others: the undergraduate program, graduate education, the arts, international education, and the reform of secondary education. Bard's expanding system of programs, partnerships, and centers of scholarship, including the additions of Bard College Berlin, the Bard Prison Initiative and early college programs in New York City, Newark (New Jersey), Cleveland (Ohio), New Orleans (Louisiana), Baltimore (Maryland), Hudson (New York) and Washington D.C, reflect this broader mission and provide new opportunities for student engagement with critical global issues and with leading scholars, artists, and experts in an array of fields. Highlights include:

- Distinguished faculty include Ian Buruma, Ann Lauterbach, Neil Gaiman, Norman Manea, An-My Le, Daniel Mendelsohn, Judy Pfaff, Francine Prose, Stephen Shore, Joan Tower, and Peggy Ahwesh. Late faculty are a large list of notable intellectuals and artists and include Ralph Ellison, Chinua Achebe, Peter Hutton and Toni Morrison.
- The Main Campus serves as an important regional cultural institution in the Hudson Valley. Both the Center for Curatorial Studies ("CCS") Hessel Museum of Art and the Richard B. Fisher Center for the Performing Arts are located on the Main Campus and offer programming that rivals the most notable arts institutions in the nation. Bard has traditionally hosted two acclaimed annual arts festivals: Bard SummerScape and the Bard Music Festival, which it intends to continue hosting in 2021 after the postponement of the 2020 festivals due to the COVID-19 pandemic.
- The growth in the national and global footprint of the College recruits top tier faculty and students to participate in a uniquely connected educational fabric.

Bard seeks to inspire curiosity, a love of learning, idealism, and a commitment to the link between higher education and civic participation. The undergraduate curriculum is designed to address central, enduring questions facing succeeding generations of students. Academic disciplines are interconnected through multidisciplinary programs; a balance in the curriculum is sought between general education and individual specialization. Students pursue a rigorous course of study reflecting diverse traditions of scholarship, research, speculation, and artistic expression. They engage philosophies of human existence, theories of human behavior and society, the making of art, and the study of the humanities, science, nature, and history.

Bard's approach to learning focuses on the individual, primarily through small group seminars, as evident in a student-to-faculty ratio of 9:1 and 98% of classes smaller than 30 students. These seminars are structured to encourage thoughtful, critical discourse in an inclusive environment. Faculty are active in their fields and stress the connection between the contemplative life of the mind and active engagement outside the classroom. They strive to foster rigorous and free inquiry, intellectual ambition, and creativity. Faculty maintain productive research pursuits and classroom excellence, as evidenced by the *Princeton Review* giving Bard its top ranking for classroom experience in 2015. Bard and its programs are accredited by the Middle States Commission on Higher Education.

The College received the following accolades in the years noted below:

- *US News & World Report*: "Most Innovative Schools" (2016-present)
- *Travel & Leisure*: "One of the Most Beautiful Campuses in the United States" (2016)
- *Princeton Review*: "#1 Best Classroom Experience" (2015), "Private Best-Value College" (present) and a "Green College" (present)
- *US News & World Report*: "Top 50 National Liberal Arts Colleges" (present)
- *College Values*: "A Most Affordable Small Sustainable College" (2020)

Moreover, the College has received the following support and recognition in the last year:

- **Open Society Foundations ("OSF") Invest $100 Million in Bard College: Strengthening the Global Network (April 2020)** $100 million funding from the OSF supports and extends commitment to Bard's innovative higher education programs and international educational access.
- **Inaugural Recipient of the 2020 Impact Awards (February 2020)** Bard is one of three private, four-year institutions of higher education to receive the first-ever Richard Guarasci Award for Institutional Transformation from Campus Compact, a national coalition of more than 1,000 colleges and universities committed to building democracy through civic education and community development.
- **Carnegie Foundation Recognizes Bard College for Commitment to Community Engagement (January 2020)** The College's commitment to connecting higher education and civic life and excellent alignment among campus mission, culture, leadership, resources, and practices to support endeavors for the public good earned the College this distinction.
- **Bard College's Center for the Study of Hate ("BCSH") Receives $165,000 Grant from GS Humane Corporation (November 2019)** The initiative of the Human Rights Project at Bard College may use the grant to fund five projects over the next two years.

With a history spanning 160 years, Bard has been prominent in the Hudson Valley for a century and a half, including its partnership with Columbia University in its early years and serving as a frequent tourist destination to its rural region in more recent history. Further, as of 2017, Bard generated approximately $384 million annually in economic activity to its local area. Bard is tied as the third-largest employer in Dutchess County, behind only HealthQuest medical conglomerate (which includes Vassar Brothers Medical Center) and IBM. The importance of the institution in the education landscape, as well as its physical landscape, has drawn donors from throughout the nation to support its work, growth, and community-oriented outreach.

Bard's reach goes well beyond its Main Campus and is summarized in its commitment as "a private institution in the public interest." Bard acts at the intersection of education and civil society. Through its undergraduate college, distinctive graduate programs, its commitment to the fine and performing arts, and its network of international dual-degree partnerships, public early colleges, prison education initiatives, and civic engagement program, Bard offers unique opportunities for students and faculty to study, experience, and realize the principle that higher education can and should operate in the public interest.

Founded as St. Stephen's College in 1860 to train men for the clergy, Bard merged with Columbia University in 1928 and was renamed "Bard College" in 1934 in honor of its founders, John and Margaret Johnston Bard. Bard split with Columbia in in the 1940's after its decision to admit women, which Columbia viewed as a conflict due its ownership of Barnard College. The modern history of Bard is one in which its reputation has been forged on its educational innovation and uniqueness. This modern history is aligned to appointment of Bard's long-time president, Leon Botstein in 1975. Under Dr. Botstein's leadership, Bard has developed a new vision and model of the liberal arts college, as a central body surrounded by significant institutes and programs - "satellites" – that strengthen its curriculum, donor reach and academic impact. Over the last 40 years, Bard has evolved from a regional entity to an award-winning international liberal arts innovator due–in part–to the development of its satellites.

The first among these satellites came in 1979 when Bard assumed control and ownership of Simon's Rock Early College (now called Bard College at Simon's Rock) ("Simon's Rock"), a standalone subsidiary of Bard that is located in Great Barrington, Massachusetts. The acquisition of Simon's Rock brought an institutional focus on delivering rigorous education to students as early as 10th grade, which was the genesis of Bard's national Early College network. Now, Bard's Early Colleges offer college degrees to high school students in seven cities with otherwise challenged public education options. The network of Early Colleges serves roughly 2,850 students with 44% of candidates being first generation college students. Since 2013, approximately 2,800 Associate of Arts ("AA") degrees have been granted. The six-year graduation rate for Early College students that enroll into a four-year baccalaureate programs is over 90%.

The last two decades have marked the growth of the College's global network of rigorous and innovative programs, including the Bard Prison Initiative, the Bard Early College Network, and Bard's International Network. Bard's International Network partners with Al-Quds Bard College for Arts & Sciences (Abu Dis, Jerusalem), American University of Central Asia (Bishkek, Kyrgyzstan), Bard College Berlin (Berlin, Germany), Central European University (Budapest, Hungary and Vienna, Austria), European Humanities University (Vilnius, Lithuania), and The Faculty of Liberal Arts and Sciences of St. Petersburg State University (Saint Petersburg, Russia) to provide its students with study away, dual-degree, and/or international network course opportunities. More information regarding the College's international reach can be found in "*Specialty Programs and Initiatives—International Presence and Expansion*" below. These programs are designed to deliver a high-quality liberal arts education to underserved populations at home and across the globe. Through the late 1990s and early 2000s, Bard established a series of international Honors Colleges that offer dual degrees in areas where liberal arts education is a rarity. The national and international efforts of the College have expanded both its donor base and recruitment pool, allowing the College to grow in ways not typically observed in higher education. The educational model has been supported by a financial model in which the "living endowment" (being its Board members and key donors) has endorsed and funded its growth.

In 2012, Bard acquired two institutions: the Longy School of Music ("Longy", now a subsidiary of Bard) a conservatory flanked by Harvard University in Cambridge, Massachusetts and the European College of Liberal Arts ("Bard College Berlin") in 2011, a small university in Berlin, Germany. As part of its Berlin operation, Bard acquired Bard Real Estate GmbH, a German entity holding title to many of

Bard College Berlin's land and buildings. Bard College Berlin and Bard Real Estate GmbH are both subsidiaries of Bard. During the year ended June 30, 2019, the College formed a limited liability company, Bard Berlin RE, LLC ("Bard RE") to enter into a joint-venture with a New York City-based development firm with experience building student housing abroad, including in Berlin. The expressed aim of the partnership, of which Bard maintains majority ownership interest (51%), is to build apartment housing on the campus of Bard College Berlin. There was no financial activity during the year ended June 30, 2019. Since July 1, 2019, a building was transferred to Bard RE, and the construction of this student housing project has commenced. Bard RE is subject to the same budget limits and oversight as other arms of the College.

The international footprint of Bard has several layers that help to mitigate risk, including: all banking is directly controlled by Bard; student data follows State Department vetting and is housed in Bard's Stateside system of record; cybersecurity and directors and officers liability insurance exists for all places the College operates; and, perhaps most importantly, Bard's Honor Colleges abroad are nested within local universities, removing many of the geopolitical risks that plague other institutions. Finally, this global network has proved a strength for diversity for recruitment, with the COVID-19 pandemic and subsequent travel restrictions highlighting the importance of being able to place students on campuses outside of the United States.

The culmination of decades of investing in international education came in early 2020 when Bard and the Central European University formed the central pillars in the founding partnership of the Open Society University Network (the "OSUN"), which the OSF endowed with $1 billion. The OSUN is discussed in greater detail in "*Specialty Programs and Initiatives—Open Society University Network*" below. The OSUN will build on the global networks of Bard, Central European University, and OSF. It will integrate teaching and research across higher education institutions worldwide as well as offer network courses and joint degree programs, and will regularly bring students and faculty from different countries together. The network aims to provide access to students from communities that have faced barriers and exclusion, including incarcerated people, the Roma, and refugees and other displaced groups. In acknowledgement of the central role Bard's Center for Civic Engagement played in the formation of OSUN, the OSF committed $100 million to Bard to support its existing work in this area. The grant will award $10 million per year to Bard for 10 years beginning in 2020.

Today, the College is guided by its mission to inspire curiosity, a love of learning, idealism, and a commitment to the link between higher education and civic participation. The undergraduate curriculum is designed to address central, enduring questions facing succeeding generations of students. Academic disciplines are interconnected through multidisciplinary programs; a balance in the curriculum is sought between general education and individual specialization. Students pursue a rigorous course of study reflecting diverse traditions of scholarship, research, speculation, and artistic expression. They engage philosophies of human existence, theories of human behavior and society, the making of art, and the study of the humanities, science, nature, and history.

Campus

Bard's nearly 1,000-acre main campus, located 90 miles north of New York City on the Hudson River, is not a typical centralized campus; instead it offers a bucolic setting of small homes and residence halls that serve institutional needs interspersed with large classrooms, research and library facilities. The Main Campus is comprised largely of three historic estates and interweaves tradition with innovation and state-of-the-art facilities. Bard has 46 residence halls, with some housing as few as six students and the largest housing 250 students. The residence halls are clustered into five distinct neighborhoods on the Main Campus: South Camps, Resnick Commons, Central Campus, Cruger Village and North Campus. The residence halls vary considerably, both architecturally and in social style. Ward Manor is a nineteenth century mansion, while others are single-family houses that has been converted to institutional use. Most of the dormitories are coeducational and their sizable number allow for single student occupancy. Since 2000, Bard has added 16 new dormitory buildings. Some of these replaced older dormitories, while most were new buildings constructed to house larger incoming classes. In total, approximately 1,220 students live on-campus for the Fall 2020 semester. The College's Main Campus has a current capacity to house 1,476 students. Much of the landscape that comprises the large estates of Blithewood Manor and Montgomery were designed by the early American landscape architect Alexander Jackson Davis.

The architecture of the Main Campus is characterized by the distinguished designs of a long lineage of famous architects. The diverse architectural styles that comprise the College's Main Campus range from the 1800s imprint of Andrew Jackson Davis' American gothic revival, to the 1950s Bauhaus-inspired Tewksbury Hall, to Robert Venturi's postmodernism. More recently, function has met form with Deborah Berke's design of the László Z. Bitó Conservatory Building and the Rafael Viñoly state-of-the-art Reem-Kayden Center for Science and Computing.

One of the landmark buildings on campus is the Fisher Center for the Performing Arts (the "Center"), which was completed in 2002. The Frank Gehry-designed building has an approximately 800 seat performance theater, as well as classroom space for both the drama and dance departments. The academic side of the building has an approximately 200-seat black box theater.

Academic Programs

Undergraduate Programs Bard's undergraduate academic program is grouped under the following four divisions: the Division of Social Studies (anthropology, economics, economics and finance, history, philosophy, political studies, religion, and sociology); the Division of Languages and Literature (literature, written arts, and foreign languages, cultures and literatures); the Division of the Arts (studio arts, art history and visual culture, music, dance, film and electronic arts, photography, architecture, and theater and performance); and the Division of Science, Mathematics and Computing (biology, chemistry and biochemistry, mathematics, physics, psychology and computer science). Students can also pursue advised tracks in engineering, pre-law and pre-med. Students become candidates for the Bachelor of Arts Degree by majoring in any one of these divisions, with concentrations by department or in interdivisional or interdisciplinary programs.

Graduate Programs Bard presently offers 14 bespoke graduate degrees. The Bard Center for Environmental Policy offers programs that lead to (i) a Master of Science in Environmental Policy or Climate Science and Policy degrees, (ii) a Master of Business Administration in Sustainability degree or (iii) a Master of Education in Environmental Education degree. The Bard Graduate Center offers graduate programs leading to a Master of Arts Degree, Master of Philosophy Degree or a Ph.D. in Decorative Arts, Design History, and Material Culture. In addition to its graduate programs, the Bard Graduate Center has an exhibition program, a series of non-credit public programs, a journal (Studies in the Decorative Arts), a slide collection for teaching, and a specialized decorative arts library. The Center for Curatorial Studies and Art in Contemporary Culture offers a two-year graduate program that leads to a Master of Arts in Curatorial Studies. The Milton Avery Graduate School of the Arts offers an intensive summer program comprised of four terms and culminating in a master's project for the Master of Fine Arts program. The Conductors Institute at Bard offers a Master's Degree in Conducting for students who successfully complete an intensive 15-month graduate program consisting of two summer institutes and an academic year at Bard. The Bard Conservatory of Music, home to the Conductors Institute at Bard, offers a Master of Music Degree in the vocal arts. The Levy Economics Institute offers a one-year graduate program leading to a Master of Arts Degree in economic theory and policy and a two-year graduate program leading to a Master of Science Degree in economic theory and policy. Bard also offers a program leading to a Master of Arts in Teaching program.

Specialty Programs and Initiatives

Public Performance of Art

- **The Center for Curatorial Studies (1990)** Founded as an exhibition and research center for the study of late twentieth-century and contemporary art and culture. Students can earn a Master of Arts in Curatorial Studies on the Main Campus with a focus on the research and practice of contemporary art and curatorship.
- **The Bard Graduate Center NYC (1992)** A graduate research institute in New York City, it is home to Bard's MA and PhD degree program exhibitions, research initiatives, and public programs with focus on decorative arts, design history, and a material culture gallery.
- **Longy School of Music (2012)** Longy broadens Bard's musical offerings to encompass undergraduate and graduate coursework for intense musical study, a Teaching Artist Program and entrepreneurial skills, and creates the "Take a Stand" cooperative program between Bard and the Los Angeles Philharmonic.

Serving the Public Interest

- **The Levy Economics Institute of Bard College (1986)** The Levy Institute is a nonprofit, nonpartisan, public policy research organization at Bard College. It disseminates its findings through publications, conferences, seminars, among other outlets. The Levy Institute offers graduate programs in Economic Theory and Policy.
- **The Clemente Course in the Humanities (2000)** Piloted in the Lower East Side of Manhattan to provide free humanities education, the Clemente Course has enrolled more than 3,000 students, many of whom have earned college credit and continued to further their education. President Barack Obama awarded a 2014 National Humanities Medal to the Clemente Course.
- **Bard Prison Initiative (2001)** Launched by Bard undergraduate students, the BPI college is spread across six interconnected prisons in New York State, and enrolls over 300 students. Since 2001, BPI has issued roughly 50,000 credits and 450 degrees.

International Presence and Expansion

- **Program in International Education (1991)** The College hosts students from emerging democracies in Eastern and Central Europe, Central Asia, and the Middle East to Bard for one semester of study.
- **Smolny College (1998)** Established by the College in partnership with the University of St. Petersburg, Russia.
- **Al-Quds Bard (2009)** Created in partnership with Al-Quds University in East Jerusalem, one of the first dual degree programs between a Palestinian university and an American institution of higher education.
- **American University of Central Asia (2010)** Located in Bishkek, Kyrgyzstan, this partnership mirrored the model for Smolny College and Honors College.

- **Bard College Berlin (2011)** Bard acquired European College of Liberal Arts, a liberal arts university in Berlin, Germany, and rebranded it as "Bard College Berlin". Now, both German and American accredited degrees are offered to students from over 45 countries. Bard College Berlin serves as a civic engagement centered seminar curriculum to provide education access to students that do not have the means to attend a university in America.
- **Central European University (Budapest, Hungary) (2017)** A graduate-level, Budapest, Hungary-based institution that opened a teaching site on the Main Campus. While the University maintains a site in Budapest for its Hungarian programming, most of its programs are now available at its Austria location.
- **Central European University (Vienna, Austria) (2019-20)** Bard College has assisted the Central European University move to its second site in Austria for the purpose of offering broader educational opportunities.

Open Society University Network

Over the past decade, Bard has built a global network of programs, including the Bard Prison Initiative, the Bard Early College Network, and Bard's International Network. These programs are designed to deliver a liberal arts education to underserved populations at home and across the globe. The OSUN is a new global network that integrates learning and the advancement of knowledge across geographic and demographic boundaries, promotes civic engagement on behalf of open societies, and expands access of underserved communities to higher education. Bard's Center for Civic Engagement ("CCE") was created with $60 million in seed funding from the OSF to explore the intersection of education and civic duty. This work formed the basis for OSUN. In April 2020, Bard received a $100 million grant to offset the costs of the CCE, which forms the spine of OSUN. The shared management of the College and OSUN ensures that the success of CCE can be scaled internationally.

Early Colleges

Bard operates a network of tuition-free early colleges that includes the Bard High School Early Colleges and the Bard Early College Centers ("BHSECs"). Bard's early college network also includes Bard College at Simon's Rock, a four-year private institution in Great Barrington, Massachusetts. BHSECs are partnerships between public school districts and Bard College, offering students a tuition-free, liberal arts college education as part of their four-year public high school program. Students are taught by college faculty in undergraduate seminars, and can earn up to 60 college credits and an associate in arts degree from Bard College concurrently with a high school diploma. Associate Degree-granting BHSECs are located in Manhattan, New York; Queens, New York; Newark, New Jersey; Cleveland, Ohio; and Baltimore, Maryland. Bard also opened a BHSEC in Washington, D.C., in fall 2019. Early College Centers operate in New Orleans, Louisiana and Hudson, New York, and allow students to earn up to one year of college credit.

Governance of the College, Leadership and Succession

The College is governed by a Board of Trustees (the "Board"), consisting of up to 30 voting members. Trustees, other than the President and the Vice Chair of the Longy Board of Governors, who serve ex-officio, are elected for three-year terms. The Board may elect Life Trustees, Emeritus Trustees, or Trustee Associates for reason of long and distinguished service to the College, with said Life or Emeritus Trustee or Trustee Associate having no voting powers. The Board may also elect any person as an Honorary Trustee of the College, with said Honorary Trustee having no voting powers.

The Board meets regularly four times each year. The officers of the Board are the Chair, Vice Chair, Second Vice Chair, President of the College, Treasurer, and Secretary, each of whom, except the President of the College, are elected by the Board and continue in office until his or her successor is elected. The standing committees of the Board consist of the Executive Committee, Finance Committee, Investment Committee, Development Committee, Audit Committee, Nominating, Honorary Degree and Awards Committee, Committee on Affiliates, Campus and Community Relations Committee, Compensation Committee, Committee on Buildings & Grounds, and Retirement Plan Review Committee. The current officers and members of the Board of Trustees for the 2020-21 academic year and their professional affiliations (as available) are listed below:

Trustee Name	Term Expires	Business Affiliation
Fiona Angelini	2022	FA Designs (formerly)
Roland J. Augustine	2020	Luhring Augustine Gallery
Leonard Benardo	2023	Open Society Foundations
Leon Botstein	Ex officio	President, Bard College
Mark E. Brossman	2020	Schulte Roth & Zabel LLP
Jinqing Cai	2021	Kering Greater China
James C. Chambers, Chair	2022	Cox Communications
Marcelle Clements	Life Trustee	Author, NYU
Andrew M.L. Dietsche	Honorary Trustee	Episcopal Diocese of New York
Asher B. Edelman	Life Trustee	Edelman Arts
Elizabeth Ely, Secretary	Life Trustee	Ely Interior Design
Robert S. Epstein	2020	The Abbey Group
Emily H. Fisher, Vice Chair	2020	Emerson Resort and Spa
Barbara S. Grossman	2021	Viking Penguin, retired
Andrew S. Gundlach	2021	Bleichroeder LP
George F. Hamel, Jr., Vice Chair	2020	Inclusive Capital Partners and Hamel Family Wines
Matina S. Horner	Ex officio	Vice Chair, Longy Board of Governors
Charles S. Johnson III	2022	Holland & Knight, retired
Mark N. Kaplan	Life Trustee	Skadden, Arps, Slate, Meagher & Flom, LLP
George A. Kellner	2020	Kellner Capital LLC
Frederic S. Maxik	2020	Lighting Science Group
James H. Ottaway, Jr.	Life Trustee	Dow Jones News, retired
Hilary Penington	2021	Ford Foundation
Martin Peretz	Life Trustee	The New Republic
Stanley A. Reichel, Treasurer	Life Trustee	HMB Realty LLC
Stewart Resnick	Life Trustee	The Wonderful Company
David E. Schwab II	2022	Cowan, Liebowitz & Latman,

Trustee Name	Term Expires	Business Affiliation
		P.C., Emeritus
Roger N. Scotland	2021	Southern Queens Park Association, formerly
Annabelle Selldorf	2022	Selldorf Architects
Mostafiz Shah Mohammed	2022	Amur Equipment Finance
Jonathan Slone	2020	Jefferies Financial Group Inc.
Alexander Soros	2023	Open Society University Network
Jeannette H. Taylor	2021	Longy Board of Governors
James A. von Klemperer	2021	Kohn Pederson Fox Associates
Brandon Weber	2021	Noble Path Asset Management LP
Susan Weber	2021	Bard Graduate Center
Patricia Ross Weis	2021	Weis Markets

The President of the College is elected by the Board to serve at its pleasure. The President serves as the chief executive officer and administers the College's educational programs and activities. The modern history of Bard has been orchestrated largely by Dr. Leon Botstein in his long tenure as President. The President appoints and seeks Board approval for three key administrative roles: Senior Vice President and Chief Financial Officer, Executive Vice President, and Dean of the College. The names and titles of key administrative personnel are listed below:

Officer Name	**Officer Title**
Leon Botstein, Ph.D.	President
Taun Toay	Senior Vice President and Chief Financial Officer
Jonathan Becker	Executive Vice President and Vice President for Academic Affairs
Deirdre d'Albertis	Dean of the College

Outside of the President, the estimated average length of service for major administrators at Bard is over 15 years. The following are brief resumes for the senior-most administration of the President, Senior Vice President and Chief Financial Officer, Executive Vice President, and Dean of the College.

Leon Botstein, President

President Botstein, conductor, music historian, and leader in education reform, has been president and Leon Levy Professor in the Arts and Humanities of Bard College since 1975. The author of Jefferson's Children: Education and the Promise of American Culture, he has published widely in the fields of music, education, and history and culture. Founder of Bard High School Early College, he has been a pioneer in linking American higher education to public secondary schools. He has also overseen the establishment of Bard undergraduate and dual degree programs worldwide, with campuses in Russia, Germany, East Jerusalem, and Kyrgyzstan among others. Dr. Botstein is also a renowned international conductor who has served as the music director and conductor of the American Symphony Orchestra since 1992. He is also artistic co-director of SummerScape and of the Bard Music Festival, and The Orchestra Now (TŌN), as well as conductor laureate of the Jerusalem Symphony Orchestra. His honors include the Award for Distinguished Service to the Arts from the American Academy of Arts and Letters, and Harvard University's Centennial Award, as well as the Cross of Honor from the Republic of Austria.

President Botstein received his B.A. from the University of Chicago, and M.A., Ph.D. from Harvard University. Dr. Botstein also serves as the first chancellor of the OSUN.

Taun Toay, Senior Vice President and Chief Financial Officer

Taun Toay is Senior Vice President and Chief Financial Officer of Bard College. He has been involved in Bard College's financial management since 2007, first as Associate Vice President to the long-time EVP and CFO and later as Vice President for Enrollment. Mr. Toay brought together financial aid and admission at Bard for the first time, streamlining the interface between offices with an aim of improving conversion performance and net tuition. Mr. Toay is also Managing Director of Bard College Berlin, as well as its real estate holding operations, which have corporate structures in both the United States and Germany. He has been involved in the Berlin operation from its acquisition by Bard, bringing the small operation from a structural loss to a profit center. He is a regular speaker at international education conferences on enrollment trends. In addition, Mr. Toay is also Managing Director of the Levy Economics Institute, where he simultaneously holds a research analyst position. His academic work focuses on macroeconomic modeling and complex survey data. He was a Fulbright Scholar to Greece for 2005–06 and an affiliate of the University of Piraeus. He has served as a visiting lecturer in the economics department at Bard College, teaching finance, macroeconomics and socially responsible investing. He holds an MA and M.Phil. in Economics from the New School for Social Research.

Jonathan Becker, Executive Vice President

Dr. Becker is the Executive Vice President, Vice President for Academic Affairs and Director of the Center for Civic Engagement at Bard College in Annandale, New York, where he is also an Associate Professor of Political Studies and co-Director of the Global and International Studies Program. He works primarily with Bard's international and national networks of liberal arts institutions, including: Bard's dual-degree partnerships with the American University of Central Asia, Al-Quds University (the Al-Quds Bard College of Arts and Sciences), and St. Petersburg State University (Faculty of Liberal Arts and Sciences); Bard College Berlin; the Bard High School Early Colleges; the Bard Prison Initiative; and the Clemente Course in the Humanities. He also works with Bard's strategic partners, including the Central European University. He focuses on educational and co-curricular activities that link students, faculty and staff of network institutions and partners, including Bard's main campus in Annandale-on-Hudson. In academic Year 2018-2019, he served as Interim President of the American University of Central Asia. Previously, he served as Assistant Vice President of the Central European University and European Director of the Civic Education Project. Dr. Becker earned his B.A. from McGill University in 1987 and his DPhil. from St. Antony's College, Oxford University in 1993. He is the author of Soviet and Russian Press Coverage of the United States: Press, Politics and Identity in Transition (1999; revised and expanded edition, 2002), guest editor of a special issue of Education Studies/Voprosy obrazovania on Liberal Arts and Science Education (2015), and author of chapters and articles in a variety of books and publications. Dr. Becker is the first vice chancellor of the OSUN.

Deirdre d'Albertis, Dean of the College

Deirdre d'Albertis is Professor of English and Dean of the College. She received her BA degree with honors from Barnard College and her MA and PhD from Harvard University. President of Interdisciplinary Nineteenth Century Studies from 2013-15, she is Review Editor currently for the interdisciplinary journal Nineteenth-Century Contexts. A scholar of 19th- and 20th-century British women's writing, women's literary history and feminist transnational networks of the nineteenth century, she is the author of Dissembling Fictions: Elizabeth Gaskell and the Victorian Social Text (Palgrave), and volume editor of Elizabeth Gaskell's Ruth (Pickering & Chatto). Recent essays have appeared in Victorian Writers and the Environment: Ecocritical Perspectives (2016); Cambridge Companion to

Victorian Women's Literature, 1830-1900 (2015); Afterlives of the Brontës: Biography, Fiction, and Literary Criticism (2014); Other Mothers: Beyond the Maternal Ideal (2008), and The Cambridge Companion to Elizabeth Gaskell (2007). She has published articles and reviews in Nineteenth-Century Contexts; Victorian Studies; Studies in English Literature, 1500-1900; Victorians Institute Journal; Journal of the History of Sexuality; and Review. Member of the Modern Language Association, North American Victorian Studies Association, North American Conference on British Studies, National Center for Faculty Development and Diversity, American Conference of Academic Deans, and Association of American University Women, her scholarly work has been supported by NEH and AAUW funding. As Professor of English, she teaches in the Literature program as well as Gender and Sexuality Studies, Irish and Celtic Studies, and Victorian Studies. She has been on the faculty since 1991.

Strategic Planning

The College is underway with crafting its strategic plan. The strategic plan builds on a robust academic profile with a goal of improving net tuition and operating efficiency over the next four academic years. The strategic plan emphasizes: diversity and inclusion, academic fit and retention, expanding non-traditional pipelines, strengthening operating performance, and future capital campaign efforts.

- **Diversity and Inclusion**. The College has placed an emphasis on widening its gates of access in recent years. This is reflected in greater diversity on campus, both socioeconomically and racially. The cost of accessibility is reflected in the discount rate of the broader class. This "noise" in the data is why the College places greater emphasis on net tuition – both gross and per capita.
- **Academic Fit and Retention**. The College has placed greater emphasis on fit in recent years, which is reflected in the relatively strong retention rates. Given the industry trend toward increased transfer numbers, having students persist is a priority of the College.
- **Expanding Non-Traditional Pipelines**. The work of the Early College network has provided a best-fit pipeline of well-qualified students from all walks of life. Though students in the Early College Network tend to be a higher-need group requiring more academic advising and support, students from the Early College Network have later matriculated to Bard with Associate Degrees from these programs, making the scholarship investment in these students far less taxing over the course of their studies, all while ensuring academic fit and greater outcomes.
- **Strengthen Operating Performance**. With early scholarship commitments defraying the impact of COVID-19 on net tuition revenue, Bard has insulated operations from the largest shock to face higher education as a result of the pandemic. Board commitments to offset the jump in discount from pre-pandemic targets have already been secured to ensure student access and continuity of enrollment. The College has also tempered cost growth and cut costs throughout its programming to further minimize the impact of COVID-19.
- **Capital Campaign**. In the first two decades of his tenure, Dr. Botstein was vital to soliciting donors to support the mission of Bard, many without a natural connection to the College (such as parents or alumni/ae). The expansion of "non-natural" constituents was essential to building the institution into the vision that is Bard today. The success of Bard has created a depth of donors that does not rely on the President for fundraising. Despite this lower dependence, the

College is currently undertaking a capital campaign aimed at growing the College's endowment. Currently in its silent phase, the capital campaign aims to raise $500 million in programming and $150 million in operating earmarks for the anticipated five-year path to a $650 million goal. This is unlike previous campaigns which were largely focused on expanding physical capital to meet the College's growth. With a larger endowment in place, the College will be well positioned to smooth cash flow with unearned income and set the stage for any leadership changes and unanticipated challenges that the near future might present.

Application and Admissions Credentials

The following tables reflect applications received by Bard from prospective students, acceptances, percent accepted of those who applied, first-year enrollments and the percentage enrolled of those accepted for the academic years indicated. Bard does a complete review of all applicants, reading the application in its entirety to determine work ethic, intellectual curiosity and strength. No applications are sorted on scores alone; however, Bard expects all applicants to be in the top 25% of their class based on GPA (with preference given to those in the top 10% of their classes) and to have a robust offering of AP/IB and extracurricular activities. In one to three percent of exceptional cases, circumstance can result in class rank relaxation, but the student must show positive trajectory in such cases. Particular weight is put on strength of schedule (meaning students must take the most advanced courses available in their curriculum) and four years of math, science, language and, ideally, foreign language. For extra-curricular studies, quality is weighted above quantity, with favorable consideration going to four years or more in a given activity and leadership therein; for example, team captain, state and national qualifications, honor societies, first chair (music) and production lead (theater). The College places much weight on letters of recommendation, writing samples and interviews. Bard uses the CommonApp but has supplemental questions to assess fit and depth of program knowledge. Bard has been test-optional since 1974 (a distinguishing factor from its competitor institutions); however, for accepted applicants, average test scores are as follows: 31 (ACT); 710 (SAT Reading and Writing); and 700 (SAT Math). Approximately 80% of the entering first-year students at Bard are retained and graduate within six years.

	Fall 2016	**Fall 2017**	**Fall 2018**	**Fall 2019**	**Fall 2020**
First-Year Applicants	5,181	4,922	5,141	4,912	4,969
First-Year Acceptances	2,912	2,865	3,319	3,181	2,830
First-Year Matriculants	509	470	486	482	388
Transfer Applicants	229	312	302	296	439
Transfer Acceptances	159	181	214	222	263
Transfer Matriculants	57	54	61	53	95
Graduate Applicants	1,043	999	861	869	877
Graduate Acceptances	306	330	347	310	358
Graduate Matriculants	213	180	185	175	183
Percent Accepted (first-year)	56%	58%	65%	65%	57%
Percent Accepted (overall)	52%	54%	62%	61%	55%
Percent Enrolled (first-year)	17%	16%	15%	15%	14%
Percent Enrolled (overall)	23%	21%	19%	19%	19%

Students come from all over the United States, with approximately 39% of students in the Class of 2024 coming from New York and 17% coming from the western United States. In a typical year, approximately 15% of students come from New England and 12-17% hold dual-citizen or international student status.

The following tables show headcount and full-time equivalent ("FTE") enrollment at the College's Main Campus as well as at the satellite campuses.

	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020
Headcount Enrollment					
Main Campus					
Undergraduate	1,995	1,930	1,893	1,954	1,846
Graduate	340	354	325	331	375
	2,335	2,284	2,218	2,285	2,221
Satellite Campuses	3,125	3,481	3,786	4,120	4,123
	5,460	5,765	6,004	6,405	6,344

	Fall 2016	Fall 2017	Fall 2018	Fall 2019	Fall 2020
FTE Enrollment					
Main Campus					
Undergraduate	1,947	1,884	1,854	1,921	1,696
Graduate	318	324	310	315	310
	2,265	2,208	2,164	2,236	2,006

FTE enrollment for satellite campuses follow a very different budgeting process, as most of these programs are grant-funded and not tuition driven. As such, only headcounts are provided above for the satellite campuses.

Student Fees

The following tables show full-time undergraduate tuition, room and board and other charges for Bard for the academic years indicated below. Historically, tuition, room and board increases have ranged from 2.5-4.5%.

Bard Tuition Rates

Historical Undergraduate Tuition and Fee Schedule

Academic Year	**2016-17**	**2017-18**	**2018-19**	**2019-20**	**2020-21**
Tuition	$50,704	$52,226	$54,210	$55,566	$55,566
Room and Board	14,540	15,066	15,488	15,876	16,272
Other Fees	680	680	470	470	470
Total Cost	$65,924	$67,972	$70,168	$71,912	$72,308
Annual Change %	3%	3%	3%	2%	1%

Peer Institution Tuition Rates (Academic Year 2021)

Institution	**Tuition & Fees**	**Room & Board**	**Total**
Wesleyan University	$59,086	$16,384	$75,470
Oberlin College	57,654	17,334	74,988
Union College	59,502	14,583	74,085
Hobart & William Smith College	58,650	15,090	73,740
Skidmore College	58,128	15,524	73,652
Vassar College	58,770	14,220	72,990
Bard College	56,036	16,272	72,308
Sarah Lawrence	56,020	15,820	71,840
Bowdoin College	55,822	15,360	71,182
Clarkson University	53,724	17,116	70,840
Grinnell College	56,188	13,864	70,052

Source: Peer Institution Websites

Student Financial Aid

The College awards scholarships and loans to students who demonstrate need and have shown achievement and promise in scholarship, leadership and character. Income from the College's endowment, as well as funds provided by other gifts and bequests for this specific purpose, are devoted to scholarships to enable students of limited means to attend the College. Bard also provides substantial amounts of money in the form of scholarships to its student body, as well as some amount of institutionally-funded loans. Of the student population at the Main Campus, roughly 67-75% receive some form of financial aid and approximately 75% live on campus. The table below shows the level of total financial grants to students of Bard College for the fiscal years indicated.

Fiscal Year	**Unrestricted**	**Restricted***	**Total**
2015-16	$50,741,618	$1,795,984	$52,537,602
2016-17	55,515,825	2,013,527	57,529,352
2017-18	56,784,670	1,692,379	58,477,049
2018-19	59,429,193	1,942,560	61,371,753
2019-20	60,434,181	3,209,742	63,643,923

*Restricted includes private and public gifts and grants as well as endowed earnings used for student financial grants.

Impact of COVID-19 Pandemic

The COVID-19 pandemic has brought an upheaval to higher education since March 2020, but has been a shock that Bard has weathered well to date. The campus remained open to residents in the spring despite moving instruction online, which tempered the demand for refunds that many peer institutions are experiencing. Bard prorated meal plans for departing students, but the majority of that cost was covered by the College's Higher Education Emergency Relief Fund allocation under the CARES Act. Moreover, to help temper financial aid requests in the face of the COVID-19 pandemic, Bard did not raise tuition from FY20 to FY21; however, room and board was increased by 2.5%.

Similar to some of its peer institutions, Bard experienced an uptick in deferrals for the 2020-2021 entering class compared to a typical year for the College (73 deferrals versus approximately 30-40).

Historically, over 86% of students who defer admission matriculate the following year. The number of leaves-of-absence ("LOAs") followed a similar trend for the 2020-2021 academic year, with 93 students on LOAs this year compared to approximately 50 students in a typical year. The LOAs include personal, academic and medical leaves. There was no material change in 2020-2021 academic year enrollment figures for international students as many international students stayed at the College through the summer, and thus did not face travel disruptions. There were a few instances of incoming international students from China and Brazil who were unable to gain entry to the College. These students enrolled in online offerings and will physically join the College once the applicable COVID-19 travel restrictions are lifted. Additionally, first-year students from China were grouped as a cohort in Shanghai in cooperation with a local university. These students are taking their college classes online and living at the local Shanghai university. They are paying tuition to the College and room and board to the local Shanghai university.

Management of Bard believes it will be able to handle ongoing effects of the COVID-19 pandemic particularly well for many reasons, including the following:

- Located in rural New York, Bard has ample area for outdoor classrooms, which it is already building for reopening;
- Bard is not dependent on any one region for students, and its international campuses can serve those with visa issues;
- Over the last four decades, Bard has raised over $1.5 billion in private philanthropy;
- By design, classes are marked by low student-faculty ratio, small dorm living environments are well below occupancy constraints and all buildings are monitored for indoor air quality;
- There are no large lecture halls or dense dormitories, and the dining service has specialized training in food safety; and
- Bard has partnered with one of the largest healthcare providers in its region to advise on reopening, safety plans and testing.

Throughout the spring and summer, the College diligently planned for its in-person fall semester reopening, saving remote accommodations for those with protected conditions. This path to open in person in Fall 2020 has been guided by legal and healthcare professionals. As part of this, Bard created an advisory partnership with Nuvance, a large healthcare provider in the region, to review reopening and safety plans, testing methodology and personal protective equipment specification as well as broader public health planning. Bard was also an early consortium member with Massachusetts Institute of Technology's Broad Institute, which guarantees access and rapid turn-around for testing all the College's students and randomized weekly testing for all on-campus students, staff and faculty. This is one of the many planning provisions that Bard believes has received widespread support from Bard's faculty, students and families to return to normalcy.

The College has, however, done extensive contingency planning. Bard expanded testing and quarantine provisions for arriving students, allowing returning students to arrive earlier than in the past to quarantine. Approximately 20% of courses have an online component (blended) for those who cannot physically attend due to visa delay and/or quarantine restrictions. There is no discount to tuition for delivering online instruction.

While the College has worked hard to maintain full employment, it has made budget cuts throughout the institution, including those with positive externalities for safety (such as suspension of College-sanctioned travel and disallowing visiting speakers for Fall 2020, and possibly for the full academic year). All collective bargaining units have agreed to suspend contracted raises, and all non-unionized staff will see wages remain flat for the coming year. Based on current projections for fiscal year 2021, the overall net financial impact to the College is very limited.

Faculty

Full-time faculty at the Main Campus numbered 160 in the 2020-21 academic year, 49% of whom were tenured and 90% of whom hold the highest degree awarded in their respective fields of study. The full-time faculty is augmented by approximately 93 part-time faculty members. The student-faculty ratio during the 2020-21 academic year at Bard was approximately 9:1.

Other Staff Members

As of September 2020, the Main Campus had approximately 670 full and part-time non-faculty employees, inclusive of a sizable number of part-time and temporary workers who support the summer music festivals.

Labor Relations

The terms and conditions of employment for Bard's faculty and staff are defined in a "Faculty Handbook" and in a "Bard College Employee Handbook". Bard recognizes Bard College Chapter of the American Association of University Professors as the collective bargaining agent for the faculty at Bard. Faculty is defined as those holding teaching contracts for 6/13 or larger fractions of their employment. In addition, Bard recognizes the International Union, United Plant Guard Workers of America, as the collective bargaining agent for employees in campus security at Bard pursuant to an agreement which expires on June 30, 2021. Additionally, Building and Grounds (represented by Service Employees International Union, Local #200-United, CTW-CLC) and Environmental Services (represented by Service Employees International Union, Local #200-United) contracts expire on June 30, 2022 and December 31, 2022, respectively. Bard has contracts with outside vendors to provide its food service and bookstore operations.

Pension Program

The College has defined contribution retirement plans which cover faculty and staff. Faculty have the option of a TIAA-CREF administered retirement plan after one year of service. The College contributes 12.5% of faculty base salary toward the plan while the individual must contribute 2.5%. Participation in the retirement plan is optional after one year of service. Contributions are vested in the faculty employee immediately. Non-unionized staff automatically receive a contribution to a TIAA-CREF administered plan of 10% of base salary after two years of continuous service and the attainment of age 21; there is no required employee contribution. Contributions are vested in the non-unionized staff employee immediately. Unionized employees of the College automatically participate in a defined contribution program administered by TIAA-CREF after one continuous year of service and the attainment of age 21, with the College contributing 1% of the employee's base salary for each year of service up to a cap of 10% of base salary. Contributions are vested in the unionized staff employee according to a schedule, with full vesting occurring after six years of service.

Budget, Planning and Due Diligence

The College has adopted a strategic planning process to provide a coherent framework for charting its future. The College sets targets for the subsequent three to five years and updates according for targets in enrollment, net tuition, earned income, and per capita measures of all said figures as well as expense categories. In addition, fundraising is tracked by breadth of donors and amounts by constituents, i.e. alumni/ae, family, foundation, trustee, etc. The plan is revised and updated annually for approval by the Board. The annual review includes an assessment of progress against plan objectives.

In addition to annual updates, the College undergoes internal stress testing of assumptions. The College regularly models variations in enrollment, occupancy and financial aid utilization. The financial management also engages in detailed modeling around expense growth, benefit utilization and personnel costs.

The College operates under a data driven process from its application process and intake around admission and financial aid to monitoring key performance indicators for both income and expenses. The Board is briefed in both regular meetings and between Board meetings via the Executive Committee and Finance Committee, both of which include the Chief Financial Officer's reports to the fiduciaries. In addition, the Business Office regularly monitors and evaluates the trends on income, expenses and burn-rates. Adjustments are made early and regularly to offset any overages and regular meetings supplement the reports on fundraising and cost centers. Underperforming programs are subject to restructure and/or closure.

The College assesses progress and deviation based on monthly closing, but only publishes financials at its Board meetings (at least four times a year) and for its annual audit. All Accounts Payable require two-factor authentication on releases and releases over $10,000 require the signature of the Chief Financial Officer. Contracts are built for net 90 and approved only through the business office, so there is at all times a view of outlays and encumbrances. Line of credit draws require the approval of the Chief Financial Officer and closings are reviewed monthly to anticipate any shortfalls from our desired liquidity level. Bard targets 60 days of liquidity and formally takes action if its liquidity levels equate to 30 days. These levels are linked to cash flow and managed through collection of earned income and payment plans, as well as pledge collection and lines of credit when it comes to smoothing the cashflow cycle.

The College maintains both a budget and cash contingency. For the former, only 90% of the institutional budget amount is made visible/available to individual programs and offices. On rare requests, additional spending and/or unforeseen expenditures draw on this reserve, but most shocks are offset by commensurate spending cuts. Spending requires two-stage authentication and lines without budgets will not process. Year-on-year, budgets requesting additional allocations require a separate review from submission. Annually, several programs are selected to perform zero-based budgeting. These practices are in place to allow for maximum contingencies and in-depth knowledge of program operations in the events that cuts are needed. The College has a policy to operate with a balanced operating budget. The College emphasizes strong financial management and has had a history of balanced operating budgets for several decades.

Financial Statements

The combined financial statements of the College included in Appendix B of this official statement have been audited by the independent public accounting firm of BST & Co. LLP. The notes to the financial statements are an integral part of the financial statements. The Issuer and the Underwriter make no representation as to the accuracy or completeness of this information. The College's combined financial statements are prepared in accordance with generally accepted accounting principles as applied to private, non-profit colleges and universities.

Listed below are the College's financial results for activities without donor restrictions for the past five fiscal years. Unless otherwise noted, all financial figures displayed in the pages to follow reflect combined totals for Bard, Simon's Rock and other related entities.

Fiscal Year	2015-16	2016-17	2017-18	2018-19	2019-20
Operating Revenues and Support:					
Tuition and fees	$138,480,195	$143,928,097	$149,824,393	$150,042,322	$154,974,687
Less scholarships and financial aid	(65,647,618)	(72,655,476)	(75,825,896)	(80,251,575)	(83,695,725)
Net tuition and fees	72,832,577	71,272,621	73,998,497	69,790,747	71,278,962
Investment income designated for current operations	1,443,473	2,886,256	3,133,658	1,366,015	1,503,294
Gifts and donations	41,204,477	41,489,291	50,380,481	40,630,721	61,187,164
Federal and state grants	3,026,653	3,019,543	3,207,479	3,027,627	5,605,301
Other revenue	5,094,567	8,824,758	12,364,551	14,365,470	12,999,696
Auxiliary enterprises	27,546,396	28,016,123	29,513,386	29,874,317	27,999,327
Net assets released from restrictions	38,431,653	29,423,981	25,194,159	43,462,232	28,249,814
Total operating revenues and support	$189,579,796	$184,932,573	$197,792,211	$202,517,129	$208,823,558
Operating Expenses:					
Instruction	$80,406,283	$75,154,973	$86,882,832	$96,069,463	$104,321,583
Academic support	11,414,996	11,274,165	11,895,542	15,023,088	15,496,025
Student services	11,282,060	11,940,916	13,675,003	17,951,309	19,219,200
Operation and maintenance of plant	16,556,557	17,914,340	18,247,419	-	-
Institutional support	26,493,972	26,740,821	27,043,272	30,499,237	29,950,880
Public programs	12,449,147	11,198,504	9,288,340	10,543,994	8,033,708
Fisher Center for the Performing Arts	6,878,774	4,583,842	4,721,412	8,490,556	9,611,728
Levy Economics Institute	1,431,910	1,426,599	940,703	1,291,679	1,288,515
Interest on indebtedness	7,183,739	8,099,378	8,259,811	-	-
Auxiliary enterprises	15,498,152	16,289,026	16,460,163	22,085,919	20,517,690
Total expenses	$189,595,590	$184,622,564	$197,414,497	$201,955,245	$208,439,329
Increase in net assets from operations	**($15,794)**	**$310,009**	**$377,714**	**$561,884**	**$384,229**
Non-Operating Activity:					
Net assets released from restrictions	$-	$858,325	$6,190,615	$23,858,769	$484,396
Investment income (loss), net amounts designated for current operations	(368,339)	(485,472)	(418,744)	(3,166,476)	(19,246)

End of lease acquisition	-	21,000,000	-	-	-
Profit distributions	-	(1,090,000)	-	-	-
Berlin investment	-	-	(1,455,426)	-	-
Foreign currency exchange gain (loss)	7,075	51,686	90,104	(200,727)	(69,009)
Legal provision	(4,350,000)	-	-	-	-
Depreciation and amortization expense	(10,446,463)	(10,967,399)	(10,744,443)	(10,897,043)	(11,156,726)
Non-operating activity, net	**($15,157,727)**	**$9,367,140**	**($6,337,894)**	**$9,594,523**	**($10,760,583)**
Net Assets, beginning of year	$68,265,119	$53,088,707	$62,765,856	$66,258,431	$76,414,838
Net Assets, end of year	53,091,598	62,765,856	56,805,677	76,414,838	66,038,484
Increase (decrease) in unrestricted net assets	($15,173,521)	$9,677,149	($5,960,179)	$10,156,407	($10,376,354)

Management's Discussion and Analysis

As shown on the preceding table, the College has achieved a balanced operating budget in past fiscal years. In fiscal year 2020, approximately 34.5% of total operating income was generated by net tuition and fees, 41.5% from gifts and donations (including net assets released from restrictions for operating purposes), 14% from auxiliary enterprises and 10% from other sources. Over the past several years, enrollment at Bard has been relatively consistent. Bard has experienced a stable level of undergraduate first-year applications. In addition to this stability in its first-year classes, Bard has seen improved retention rates, which will translate to larger enrollment and growth in its transfer pools.

Scholarships and other financial aid for students at Bard has increased 27% over the past five years while tuition and fee revenues have increased 12% over the same period. While some institutions are seeing falling net tuition due to financial aid outlays outpacing tuition gains, Bard believes its need-based aid policy helps to protect stabilization of earned income.

The College's endowment over the past several years has increased in value to a current amount of $220,804,948 as of June 30, 2020. This has had a positive effect on the current operations with additional endowment income included in the operating budget. The College's unrestricted philanthropy has increased by approximately 49% since fiscal year 2016.

The expenses of the College have increased modestly over the past five years, driven primarily by instructional expenses representing new faculty and faculty salaries. The College has also seen an increase in debt interest over those years. It is important to note that 2020-2021 raises covered by current collective bargaining agreements are suspended. It is one of the administration's aims to reduce costs where possible, including slowing any cost increases related to salary. In FY 2018-2019, ASU 2016-14 required additional reporting on expenses by functionality requiring interest and maintenance and operations expenses to be allocated out proportionately across other expense categories resulting in the appearance of a large increase in those categories.

Gifts, Contributions and Grants

Capital or development gifts are received from individuals and foundations to support long range objectives of the College. Bard is unlike many of its peers when assessing unearned income, as its raises a significant level of philanthropy each year. This "living endowment" of long-term donors being trustees is key to the programmatic and reputational expansion of the College to date. The College and its trustees recognize, however, that it would be well-served by dedicated endowment funds at levels commensurate to its peers.

Of the $650 million capital campaign that commenced in late-October 2018, $207 million has been received already in gifts and pledges. In April 2020, Bard received $100 million, which awards $10 million per year for 10 years, to support the Center for Civic Engagement initiatives, central to both its undergraduate liberal arts curriculum and its leadership role as a founding partner of OSUN. This amount, however, is pure budget relief for existing programming and, as such, is not included in the capital campaign total. As such, the College recently embarked on a capital campaign aimed primarily at endowment fund expansion.

The table below shows the level and nature of annual gifts and grants to the College over the last five fiscal years. Gifts to the endowment may not be expended, while gifts to plant and temporarily restricted gifts are restricted to being used for specific purposes. Unrestricted gifts may be used for any College purpose.

Fiscal Year	**2015-16**	**2016-17**	**2017-18**	**2018-19**	**2019-20**
Without Donor Restriction	$41,204,477	$41,489,291	$50,380,481	$40,630,721	$61,187,164
With Donor Restriction	31,319,716	17,841,991	17,594,611	26,521,561	104,395,993
Endowment	3,106,324	1,362,410	1,465,462	-	-
Plant	6,210,087	2,885,188	476,357	394,958	264,247
Total	$81,840,604	$63,578,880	$69,916,911	$67,547,240	$165,847,404

Endowment and Similar Funds

Endowment funds of Bard on behalf of itself and its subsidiaries are made up of endowment funds with donor restrictions ("true endowment") and endowment funds without restrictions that the Board has designated for investment ("quasi-endowment"). The market value of the endowment funds for the fiscal years ending June 30, 2020 and 2019 was $220,804,948 and $209,045,450, respectively.

The College's endowment funds are professionally managed by outside asset management firms. Although the Board of Trustees has not adopted a formal investment policy, the Investment Committee of the Board of Trustees periodically reviews asset allocation of the investment pool. The primary financial objective is to provide funds for the current and future operations of the College including its programs and affiliates. An equally important financial goal is to preserve and enhance the endowment fund's inflation-adjusted purchasing power, while providing a relatively predictable, stable and continuous stream of income.

The following table shows the endowment funds with and without donor restrictions for the College:

Fiscal Year	Donor Restricted	Board Designated	Beneficial Interest in Perpetual Trust	Bard Endowment Trust	Total
2015-16	$79,886,184	$5,000,100	$7,692,797	$116,602,252	$209,181,333
2016-17	82,174,374	5,000,100	8,448,801	126,255,988	221,879,263
2017-18	105,354,166	15,711,729	8,943,124	117,805,662	247,814,681
2018-19	77,509,560	14,949,292	9,362,534	107,224,064	209,045,450
2019-20	91,298,924	16,026,775	9,507,914	103,971,335	220,804,948

An equally important financial goal is to preserve and enhance the endowment fund's inflation-adjusted purchasing power, while providing a relatively predictable, stable and continuous stream of income. As of June 30, 2020, approximately 8% of the endowment fund of the College was held as cash or cash equivalents, 9% was invested in bonds, 22% was invested in common stock, 16% was invested in national and international partnerships and 45% was invested in hedge funds.

For the year ended June 30, 2020, the College's endowment has earned an average return of 6.7%. This compares to the prior year's return of 2.12% for the year ended June 30, 2019.

The College maintains sufficient liquidity in order to address any near-term cash needs. In addition to its Board Designated endowment, the College can access additional funds within 30 days, if needed, in the form of those classified as the Bard Perpetual Endowment, among other available funds. Within 30 days, the College can have access to over nine figures of liquidity.

The Board of Trustees has adopted an endowment payout policy calling for five percent (5.0%) of a two-year historic rolling average market value. An annual distribution exceeding seven percent (7.0%) must be approved by the Finance Committee and the Board, and given written documentation regarding the purpose of the distribution. This policy has been in place for at least the last 10 fiscal years.

Outstanding Long Term Indebtedness and Other Obligations

The outstanding long-term indebtedness of the College at June 30, 2020 totaled $223,191,603. Listed in the table below is a summary of outstanding long-term indebtedness of the College, as of June 30, 2020. See Notes 7 and 8 to the College's financial statements included in Appendix B to this Official Statement.

Obligation	Issued	Maturity	Original Debt	6/30/2020 Balance
Bard College Indebtedness				
DCIDA Series 2007	2007	2046	$136,765,000	$119,085,000
Historic Hudson Valley Loan	2016	2031	13,000,000	11,050,000
Parlor Session Loan	2017	2021	41,000,000	39,000,000
Sterling Bank Loan	2019	2025	12,337,000	12,337,000
Bank of America Loan	2019	2020	30,000,000	30,000,000
Marlin Bank Loan*	2019	2023	128,861	99,614
Subtotal – Bard College				*$211,571,614*
Simon's Rock Indebtedness				
MassDevelopment Series 2007**	2007	2046	$4,035,000	$3,500,000
KeyBank Loan	2010	2020	4,429,625	4,407,149
KS StateBank Loan*	2019	2023	416,663	329,499
Auto Loan	2020	2024	33,997	33,997
Subtotal – Simon's Rock				*$8,270,645*
Other Related Entity Indebtedness				
Bard College - Berlin HypoVereinsbank	2019	2038	$1,571,396	$1,413,832
Bard College - Berlin HypoVereinsbank	2020	2039	390,880	383,772
Bard College - Berlin	2020	2035	1,120,000	1,119,801

HypoVereinsbank				
Bard Real Estate	2014	2033	726,106	431,939
Berliner Bank				
Total				**$223,191,603**

* Capital lease
** Redeemed as of November 6, 2020.

All of the bonds and loans listed under "Bard College Indebtedness" will be repaid or legally defeased, as applicable, with Bond proceeds and other available funds as of the date of the issuance of the Series 2020 Bonds.

The outstanding short-term indebtedness of the College at June 30, 2020 totaled $9,599,464. This debt consists of a balance of $9,000,000 and $599,464 for lines of credit relating to Bard and Longy, respectively. In addition to the indebtedness to be repaid discussed above, the College will use a portion of the proceeds of the Series 2020 Bonds to repay a $5,000,000 bank loan to a member of the Board of Trustees, the proceeds of which were used by the College for capital needs.

Plant Values

During the previous five academic years ending June 30, 2020, the physical plants of Bard and other related entities collectively have increased in net book value from $295,523,530 to $296,391,956. The following table shows the book value of the College's collective land, buildings and equipment for each of the five fiscal years ended June 30th:

Fiscal Year	**2015-2016**	**2016-17**	**2017-18**	**2018-19**	**2019-20**
Land and related improvements	$35,929,066	$54,748,576	$51,058,618	$50,974,092	$50,592,015
Buildings and improvements	388,481,386	392,026,535	400,942,325	403,803,860	409,225,348
Furniture and equipment	24,860,356	24,345,709	25,982,652	26,640,207	27,850,671
Library books and media	3,824,921	4,864,325	4,948,329	4,994,280	4,994,280
Musical instruments	347,935	405,885	405,885	1,291,198	1,775,298
	453,443,664	476,391,030	483,337,809	487,703,637	494,437,612
Less accumulated depreciation	(159,199,714)	(169,639,513)	(181,969,551)	(192,903,166)	(208,863,672)
	294,243,950	306,751,517	301,368,258	294,800,471	290,573,940
Construction in progress	1,279,580	5,074,410	4,062,894	6,395,253	5,818,016
Total	$295,523,530	$311,825,927	$305,431,152	$301,195,724	$296,391,956

The College carries insurance on its buildings and contents at 100% of replacement value. The present replacement cost of buildings and contents for Bard and other related entities is estimated by the College's insurance appraiser to be approximately $534,000,000. Property, plant and equipment are recorded at cost, or in the case of gifts, at fair market value at the date of donation.

Litigation

There is no litigation pending or threatened against the College which, if determined adversely, the College believes would materially affect the College's ability to meet its obligation with respect to the Series 2020 Bonds or have a materially adverse impact on the financial condition of the College.

APPENDIX B

FINANCIAL STATEMENTS

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Bard College and Subsidiaries

Consolidated Financial Statements

Years Ended June 30, 2020 and 2019

Bard College and Subsidiaries

Consolidated Financial Statements

Years Ended June 30, 2020 and 2019

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Independent Auditor's Report

Board of Trustees
Bard College and Subsidiaries
Annandale-on-Hudson, New York

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Bard College and its subsidiaries, which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, the related consolidated statements of activities, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, 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 did not audit the financial statements of Bard College Berlin and Bard Real Estate, wholly-owned subsidiaries, whose statements when summed reflect total assets constituting 2.14% and 2.18%, respectively, of consolidated total assets at June 30, 2020 and 2019, and total revenues constituting 4.20% and 2.95%, respectively, of consolidated total revenues for the years then ended. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for Bard College Berlin and Bard Real Estate, is based solely on the reports of the other auditors. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. 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 entity'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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the 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, based on our audits and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of Bard College and its subsidiaries as of June 30, 2020 and 2019, and the change in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating and other supplementary information is presented for purposes of additional analysis rather than to present the financial position, change in net assets and cash flows of the individual organizations and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating and other supplementary information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audits and the reports of other auditors, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated November 13, 2020, on our consideration of Bard College and its subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Bard College and its subsidiaries' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bard College and its subsidiaries' internal control over financial reporting and compliance.

BST+Co.CPAs, LLP

Albany, New York
November 13, 2020

Bard College and Subsidiaries

Consolidated Statements of Financial Position

	June 30, 2020	June 30, 2019
ASSETS		
Cash and cash equivalents	$ 6,457,996	$ 4,569,126
Accounts receivable, net	10,051,071	8,228,417
Prepaid expenses and other assets	2,813,723	4,023,157
Pledges receivable, net	204,372,919	107,930,741
Student loans receivable, net	1,286,475	1,558,332
Investments	24,510,614	23,585,518
Other receivable, related party	3,141,211	3,141,211
Deposits with bond trustees	4,211,885	4,208,412
Beneficial interest in Bard Endowment Trust	103,971,335	107,224,064
Beneficial interest in Perpetual Trust	9,507,914	9,362,534
Land, buildings, and equipment, net	296,391,956	301,195,724
Other assets	1,629,148	1,235,126
TOTAL ASSETS	**$ 668,346,247**	**$ 576,262,362**
LIABILITIES		
Lines-of-credit	$ 9,599,464	$ 2,400,000
Accounts payable and accrued expenses	25,178,393	25,641,135
Deferred revenues	17,144,850	24,553,724
Refundable U.S. Government student loans	975,518	1,271,605
Legal provision liability	800,000	1,600,000
Long-term debt, net of related financing costs	222,106,337	203,682,602
Total liabilities	275,804,562	259,149,066
COMMITMENTS AND CONTINGENCIES		
NET ASSETS		
Without donor restrictions	66,038,484	76,414,838
With donor restrictions	326,503,201	240,698,458
Total net assets	392,541,685	317,113,296
TOTAL LIABILITIES AND NET ASSETS	**$ 668,346,247**	**$ 576,262,362**

See accompanying Notes to Consolidated Financial Statements.

Bard College and Subsidiaries

Consolidated Statement of Activities

	Year Ended June 30, 2020		
	Without Donor Restrictions	With Donor Restrictions	Total
OPERATING REVENUES AND SUPPORT			
Tuition and fees	$ 154,974,687	$ -	$ 154,974,687
Less scholarships and financial aid	(83,695,725)	-	(83,695,725)
Net tuition and fees	71,278,962	-	71,278,962
Gifts and donations	61,187,164	-	61,187,164
Federal and state grants	5,605,301	-	5,605,301
Other revenue	12,999,696	-	12,999,696
Auxiliary enterprises	27,999,327	-	27,999,327
Investment income designated for current operations	1,503,294	-	1,503,294
Net assets released from restrictions	28,249,814	-	28,249,814
Total operating revenues and support	208,823,558	-	208,823,558
OPERATING EXPENSES			
Instruction	104,321,583	-	104,321,583
Academic support	15,496,025	-	15,496,025
Student services	19,219,200	-	19,219,200
Institutional support - Administrative	25,708,991	-	25,708,991
Institutional support - Fundraising	4,241,889	-	4,241,889
Public programs	8,033,708	-	8,033,708
Fisher Center for the Performing Arts	9,611,728	-	9,611,728
Levy Economics Institute	1,288,515	-	1,288,515
Auxiliary enterprises	20,517,690	-	20,517,690
Total operating expenses	208,439,329	-	208,439,329
Increase in net assets from operations	**384,229**	**-**	**384,229**
NON-OPERATING ACTIVITY			
Restricted contributions for land, buildings, and equipment	-	264,247	264,247
Contributions for other specific purposes	-	104,395,993	104,395,993
Investment income (loss), net of amounts designated for current operations	(19,246)	692,932	673,686
Distributions from Bard Endowment Trust	-	12,293,132	12,293,132
Change in value of beneficial interest in Bard Endowment Trust	-	(3,252,729)	(3,252,729)
Change in value of beneficial interest in Perpetual Trust	-	145,380	145,380
Foreign currency exchange loss	(69,009)	-	(69,009)
Depreciation	(11,081,165)	-	(11,081,165)
Amortization	(75,561)	-	(75,561)
Net assets released from restrictions	484,398	(28,734,212)	(28,249,814)
Non-operating activity, net	(10,760,583)	85,804,743	75,044,160
CHANGE IN NET ASSETS	**(10,376,354)**	**85,804,743**	**75,428,389**
NET ASSETS, *beginning of year*	76,414,838	240,698,458	317,113,296
NET ASSETS, *end of year*	**$ 66,038,484**	**$ 326,503,201**	**$ 392,541,685**

See accompanying Notes to Consolidated Financial Statements.

Bard College and Subsidiaries

Consolidated Statement of Activities

	Year Ended June 30, 2019		
	Without Donor Restrictions	**With Donor Restrictions**	**Total**
OPERATING REVENUES AND SUPPORT			
Tuition and fees	$ 150,042,322	$ -	$ 150,042,322
Less scholarships and financial aid	(80,251,575)	-	(80,251,575)
Net tuition and fees	69,790,747	-	69,790,747
Gifts and donations	40,630,721	-	40,630,721
Federal and state grants	3,027,627	-	3,027,627
Other revenue	14,365,470	-	14,365,470
Auxiliary enterprises	29,874,317	-	29,874,317
Investment income designated for current operations	1,366,015	-	1,366,015
Net assets released from restrictions	43,462,232	-	43,462,232
Total operating revenues and support	202,517,129	-	202,517,129
OPERATING EXPENSES			
Instruction	96,069,463	-	96,069,463
Academic support	15,023,088	-	15,023,088
Student services	17,951,309	-	17,951,309
Institutional support - Administrative	27,318,484	-	27,318,484
Institutional support - Fundraising	3,180,753		3,180,753
Public programs	10,543,994	-	10,543,994
Fisher Center for the Performing Arts	8,490,556	-	8,490,556
Levy Economics Institute	1,291,679	-	1,291,679
Auxiliary enterprises	22,085,919	-	22,085,919
Total operating expenses	201,955,245	-	201,955,245
Increase in net assets from operations	**561,884**	**-**	**561,884**
NON-OPERATING ACTIVITY			
Restricted contributions for land, buildings, and equipment	-	394,958	394,958
Contributions for other specific purposes	-	26,521,561	26,521,561
Investment income (loss), net of amounts designated for current operations	(3,166,476)	1,404,009	(1,762,467)
Distributions from Bard Endowment Trust	-	12,573,338	12,573,338
Change in value of beneficial interest in Bard Endowment Trust	-	(10,581,598)	(10,581,598)
Change in value of beneficial interest in Perpetual Trust	-	419,410	419,410
Foreign currency exchange loss	(200,727)	-	(200,727)
Depreciation	(10,878,148)	-	(10,878,148)
Amortization	(18,895)	-	(18,895)
Net assets released from restrictions	23,858,769	(67,321,001)	(43,462,232)
Non-operating activity, net	9,594,523	(36,589,323)	(26,994,800)
CHANGE IN NET ASSETS	**10,156,407**	**(36,589,323)**	**(26,432,916)**
NET ASSETS, *beginning of year*	66,258,431	277,287,781	343,546,212
NET ASSETS, *end of year*	**$ 76,414,838**	**$ 240,698,458**	**$ 317,113,296**

See accompanying Notes to Consolidated Financial Statements.

Bard College and Subsidiaries

Consolidated Statement of Functional Expenses

Year Ended June 30, 2020

	Instruction	Academic Support	Student Services	Institutional Support- Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ 57,639,618	$ 7,318,690	$ 8,074,229	$ 12,991,366	$ 2,554,312	$ 4,040,534	$ 1,964,476	$ 808,141	$ 3,898,055	$ 99,289,421
Student payroll	2,758,087	508,410	617,171	92,307	11,133	211,984	169,763	6,328	517,058	4,892,241
Benefits	17,366,397	2,557,750	2,755,736	4,079,209	827,685	1,071,765	449,508	265,157	1,534,286	30,907,493
Operating supplies	10,183,499	1,789,173	1,523,685	1,991,042	301,638	798,959	1,187,957	54,469	1,239,786	19,070,208
Travel and related expenses	2,640,141	146,126	823,291	278,852	281,897	327,351	336,013	116,405	6,837,372	11,787,448
Utilities	346,047	102,420	205,037	337,050	31,133	16,130	-	-	1,364,804	2,402,621
Insurance	53,594	-	6,989	1,160,994	-	39,484	-	-	46,883	1,307,944
Interest	1,202,534	390,872	521,799	264,058	19,057	-	3,238,538	-	4,203,228	9,840,086
Maintenance and operations	7,767,629	2,557,903	3,211,311	1,988,534	53,166	-	638,070	-	505,208	16,721,821
Professional services	3,339,469	97,272	611,214	2,404,256	161,868	1,447,571	1,627,403	38,015	198,037	9,925,105
Rent and lease expense	1,024,568	27,409	868,738	121,323	-	79,930	-	-	172,973	2,294,941
	104,321,583	15,496,025	19,219,200	25,708,991	4,241,889	8,033,708	9,611,728	1,288,515	20,517,690	208,439,329
Depreciation and amortization	2,890,090	867,081	936,319	1,000,373	47,859	-	1,970,950	-	3,444,054	11,156,726
	$ 107,211,673	$ 16,363,106	$ 20,155,519	$ 26,709,364	$ 4,289,748	$ 8,033,708	$ 11,582,678	$ 1,288,515	$ 23,961,744	$ 219,596,055

Functional Area Definitions:

- Instruction - expenses related to the core mission of education.
- Academic Support - expenses that support the instruction mission, for example the library.
- Student Services - expenses related to other student needs outside of education, for example health services and the gym.
- Institutional Support - general college operations, administrative staff costs, including insurance and legal expenses and fundraising efforts.
- Public Programs - programs that serve the community.
- Fisher Center - performing arts productions.
- Levy - Economic research program.
- Auxiliary - student housing and other programs that benefit the staff.

See accompanying Notes to Consolidated Financial Statements.

Bard College and Subsidiaries

Consolidated Statement of Functional Expenses

	Year Ended June 30, 2019									
	Instruction	Academic Support	Student Services	Institutional Support-Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ 53,846,716	$ 7,611,932	$ 7,809,732	$ 13,701,801	$ 1,965,811	$ 4,342,251	$ 1,644,802	$ 829,710	$ 4,519,055	$ 96,271,810
Student payroll	2,722,010	561,563	732,522	138,532	12,021	238,501	213,026	9,046	196,767	4,823,988
Benefits	13,939,495	2,302,515	2,372,654	4,488,812	582,082	875,719	313,291	251,633	1,543,857	26,670,058
Operating supplies	8,281,149	1,537,657	1,275,490	1,216,420	434,647	3,298,462	1,097,795	61,432	1,290,280	18,493,332
Travel and related expenses	3,547,912	170,809	985,617	378,465	86,916	390,244	415,261	99,308	5,277,724	11,352,256
Utilities	274,544	97,332	168,527	368,095	25,081	14,888	1,425	1,280	1,669,839	2,621,011
Insurance	79,703	8,782	19,382	902,003	2,629	59,246	-	-	69,447	1,141,192
Interest	999,161	327,174	426,737	2,257,184	13,356	-	2,770,091	-	3,597,057	10,390,760
Maintenance and operations	6,900,664	2,283,325	3,139,036	1,916,856	34,667	129	653,133	-	1,588,677	16,516,487
Professional services	4,453,314	68,094	360,021	1,671,710	23,517	1,300,932	1,360,930	26,715	1,844,514	11,109,747
Rent and lease expense	1,024,795	53,905	661,591	278,606	26	23,622	20,802	12,555	488,702	2,564,604
	96,069,463	15,023,088	17,951,309	27,318,484	3,180,753	10,543,994	8,490,556	1,291,679	22,085,919	201,955,245
Depreciation and amortization	2,765,250	818,860	877,397	898,548	55,092	-	1,946,832	-	3,535,064	10,897,043
	$ 98,834,713	$ 15,841,948	$ 18,828,706	$ 28,217,032	$ 3,235,845	$ 10,543,994	$ 10,437,388	$ 1,291,679	$ 25,620,983	$ 212,852,288

Functional Area Definitions:

- Instruction - expenses related to the core mission of education.
- Academic Support - expenses that support the instruction mission, for example the library.
- Student Services - expenses related to other student needs outside of education, for example health services and the gym.
- Institutional Support - general college operations, administrative staff costs, including insurance and legal expenses and fundraising efforts.
- Public Programs - programs that serve the community.
- Fisher Center - performing arts productions.
- Levy - Economic research program.
- Auxiliary - student housing and other programs that benefit the staff.

See accompanying Notes to Consolidated Financial Statements.

Bard College and Subsidiaries

Consolidated Statements of Cash Flows

	Years Ended June 30, 2020	2019
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES		
Change in net assets	$ 75,428,389	$ (26,432,916)
Adjustments to reconcile change in net assets to net cash and cash equivalents provided (used) by operating activities		
Pledges receivable, net	(110,465,569)	(7,709,272)
Depreciation	11,081,165	10,878,148
Amortization	75,561	18,895
Contributions to endowment and facilities	(1,625,760)	(8,638,280)
Investment income	(2,871,024)	(316,794)
Change in value of beneficial interest in Bard Endowment Trust	3,252,729	10,581,598
Change in value of beneficial interest in Perpetual Trust	(145,380)	(419,410)
Foreign currency exchange (gain) loss	69,009	(200,727)
(Increase) decrease in		
Accounts receivable	(1,822,654)	(3,223,146)
Prepaid expenses	1,209,434	(752,762)
Other assets	(394,022)	-
Increase (decrease) in		
Accounts payable and accrued expenses	(450,031)	3,057,372
Deferred revenues	(7,408,874)	(488,731)
Deferred grant revenue	-	(1,625,000)
	(34,067,027)	**(25,271,025)**
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES		
Student loans receivable, net	271,857	321,894
Proceeds from sales and maturities of investments	25,760,133	31,824,849
Purchases of investments	(23,814,205)	(30,534,389)
Purchase of land, buildings, and equipment	(6,290,108)	(6,808,787)
	(4,072,323)	**(5,196,433)**
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES		
Payments received on pledges receivable	14,023,391	2,149,503
Proceeds from lines of credit	9,599,464	-
Payments on lines-of-credit	-	(15,450,000)
Deposits (made to) returned from bond trustees	(3,473)	879,183
Payments made on legal provision liability	(800,000)	(800,000)
Principal payments on long-term debt	(5,672,990)	(7,975,362)
Proceeds from the issuance of long-term debt	21,621,164	44,532,770
Debt issuance costs paid	-	(396,034)
Change in refundable U.S. Government student loans	(296,087)	(3,977)
Contributions to endowment and facilities	1,625,760	8,638,280
	40,097,229	**31,574,363**
Effects of exchange rate changes on cash and cash equivalents	**(69,009)**	**347,899**
Net increase in cash and cash equivalents	**1,888,870**	**1,454,804**
CASH AND CASH EQUIVALENTS, *beginning of year*	4,569,126	3,114,322
CASH AND CASH EQUIVALENTS, *end of year*	**$ 6,457,996**	**$ 4,569,126**
SUPPLEMENTARY CASH FLOW INFORMATION		
Cash paid during the year for		
Interest	$ 9,950,251	$ 8,377,920
Non-cash activity		
Line of credit converted to long term debt	$ 2,400,000	$ -

See accompanying Notes to Consolidated Financial Statements.

Note 1 - Description of the College

Bard College (Bard or the College) is a highly selective, not-for-profit, liberal arts college located ninety miles north of New York City in Annandale-on-Hudson, New York. Founded in 1860, Bard has grown from its small founding as St. Stephen's College to an educational innovator with a national and international footprint. Its curriculum and programming seek to inspire curiosity and a commitment to the link between higher education and civic participation. Students pursue a rigorous course of study reflecting varied traditions of scholarship, critical inquiry, and original research.

Bard's approach to learning focuses on the individual, primarily through small group seminars and reflected in a student-to-faculty ratio of 9:1. Faculty maintain productive research pursuits and classroom excellence, as evident in Bard regularly taking top rankings for classroom experience.

Bard's reach goes well beyond its main Hudson Valley campus and is summarized in its commitment as "a private institution in the public interest." Bard acts at the intersection of education and civil society. Through its undergraduate college, distinctive graduate programs, its commitment to the fine and performing arts, and its network of international dual-degree partnerships, public early colleges, prison education initiatives, and civic engagement program, Bard offers unique opportunities for students and faculty to study, experience, and realize the principle that higher education can and should operate in the public interest.

Founded as St. Stephen's College in 1860 to train men for the clergy, the college merged with Columbia in 1928 and was renamed "Bard College" in honor of its founder, John Bard. The College split with Columbia in 1948 after its decision to admit women, which Columbia viewed as a conflict due to Columbia's ownership of Barnard. In 1979, Bard assumed control and ownership of Simon's Rock Early College (now called Bard College at Simon's Rock) (Simon's Rock), a standalone subsidiary of Bard that is located in Great Barrington, Massachusetts. The acquisition of Simon's Rock brought an institutional focus on delivering rigorous education to younger students, which was the genesis of Bard's national Early College network, which now offers college to high school aged students in seven cities.

Through the late 1990s and early 2000s, Bard established a series of international Honors Colleges that offer dual degrees in areas where liberal arts education is a rarity. The national and international efforts of the institution have expanded both its donor base and recruitment pool, allowing Bard to grow in ways not typically observed in higher education. The education model has been supported by a unique financial model in which the "living endowment" (being its Board members and key donors) have endorsed and funded its growth.

In 2011, Bard acquired two unique institutions: the Longy School of Music (Longy), (a subsidiary of Bard) a conservatory flanked by Harvard in Cambridge, Massachusetts and the European College of Liberal Arts, (Bard College Berlin), a university in Berlin, Germany. As part of its Berlin operation, Bard acquired Bard Real Estate GmbH, a German entity holding title to many of Bard College Berlin's land and buildings. Bard College Berlin and Bard Real Estate GmbH are both subsidiaries of Bard.

During the year ended June 30, 2019, the College formed a limited liability company, Bard Berlin RE, LLC, (LLC) to enter into a joint-venture with a New York City based development firm with experience building student housing abroad, including in Berlin. The expressed aim of the partnership, of which Bard maintains majority ownership interest of 51%, is to build apartment housing on the campus of Bard College Berlin. There was no financial activity during the year ended June 30, 2019. Since July 1, 2019, a building and associated land was transferred from Bard Real Estate GmBH to Bard College in anticipation of the joint venture developing two new buildings in Berlin. Upon completion of the projects, the joint-venture will commence activities, including revenue and expenses related to new housing structures (expected to complete in August 2021). The LLC is subject to the same budget limits and oversight as other arms of the College.

Note 1 - Description of the College - Continued

With its main campus serving over 2,000 undergraduate and graduate students on its main campus on the Hudson, Bard currently enrolls over 6,500 degree candidates through its broader network, including its public and international programs. This network has grown in ways that expand the reach, mission, and pipeline for the college, both for students and donors.

Note 2 - Summary of Significant Accounting Policies

a. Basis of Consolidation

The accompanying consolidated financial statements include the accounts of Bard and its subsidiaries (College) described in Note 1. All significant intercompany accounts and transactions have been eliminated in consolidation.

b. Basis of Accounting

The consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America (“U.S. GAAP”) for not-for-profit entities.

c. Estimates

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

d. Fair Value Measurements

The College reports certain assets at fair value, which is the price that would be received to sell an asset in an orderly transaction between market participants on the measurement date.

e. Cash and Cash Equivalents

The College’s cash and cash equivalents are defined as short-term, highly liquid investments with an initial maturity of three months or less.

f. Receivables

The College extends credit to students in the form of loans and accounts receivable for educational expenses. Receivables for student loans are expected to be collected over an average of ten years with interest rates averaging 5%. Loans receivable are recorded at their current unpaid principal balance, and associated interest income is accrued based on the principal amount outstanding and applicable interest rates.

Allowances for doubtful accounts are recorded and represent the amounts that, in the opinion of management of the College, are necessary to account for probable losses related to current receivables. Allowances are determined based upon numerous considerations, including economic conditions, the specific composition of the receivable balances, as well as trends of delinquencies and write-offs. On a periodic basis, these factors are considered and the allowances for doubtful accounts are adjusted accordingly.

Note 2 - Summary of Significant Accounting Policies - Continued

f. Receivables - Continued

Student accounts receivable for the College at June 30, 2020 and 2019 are net of an allowance of $445,137 and $365,425, respectively. Student loans receivable for the College at June 30, 2020 and 2019 are net of an allowance of $177,262 and $206,863, respectively.

g. Pledges Receivable, Net

Unconditional promises to give ("pledges") are recognized as revenue when donor commitments are received. Pledges that are expected to be collected within one year are recorded at net realizable value. Pledges that are expected to be collected in future years are recorded at the present value of the estimated future cash flows using a risk-free interest rate (approximately .66% and 2.31% at June 30, 2020 and 2019, respectively). Amortization of the discount is included in gifts and donations.

Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. An allowance for uncollectible pledges is estimated based upon management's judgment and includes factors such as prior collection history. The allowance for uncollectable pledges at June 30, 2020 and 2019 was $1,726,586 and $2,626,586, respectively.

h. Investments

Investments are reported at fair value. Investment income or loss, which consists of realized and unrealized gains and losses, and interest and dividend income, is recognized in the statements of activities. Realized gains and losses on the sale of investments are generally determined on the specific identification method on the trade date.

Investment securities are exposed to various risks, such as interest rate, market, and credit risks. Major U.S. and foreign equity and fixed income indices have experienced volatility and, in some cases, significant declines. Management is monitoring investment market conditions and the impact such declines are having on the College's investment portfolio. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and those changes could materially affect the amounts reported in the consolidated statement of financial position.

The College's investment strategy incorporates a diversified asset allocation approach that maintains, within defined limits, exposure to domestic and international equity and fixed income markets. The majority of the College's investments are managed in a pooled fund that consists primarily of endowment assets. Other investments are managed separately from the pool.

i. Deposits with Bond Trustees

The College is required to establish and deposit bond trustee funds for the benefit of bondholders, and to fulfill certain commitments. The funds are invested by the trustees until withdrawn to affect the purposes for which they were generated. Total deposits held by bond trustees for the College, at fair value as of June 30, 2020 and 2019, were $4,211,885 and $4,208,412, respectively.

Note 2 - Summary of Significant Accounting Policies - Continued

j. Land, Buildings, and Equipment

Land, buildings, and equipment are recorded at cost including interest on funds borrowed to finance construction, at the date of acquisition, or fair value at the date of donation.

Depreciation, operation, and maintenance costs are charged to expenses as incurred. At the time of disposition, the related asset cost and accumulated depreciation are removed from the consolidated statement of financial position, and any gain or loss is recorded in the consolidated statement of activities.

Depreciation is recorded on a straight-line basis over the estimated useful lives under the following guidelines:

Land improvements	40 years
Buildings and improvements	40 years
Furniture and equipment	10 years
Library books and media	10 years
Musical instruments	10 years

Long-lived assets to be held and used are tested for recoverability whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over its fair value. There were no impairments of long-lived assets at both June 30, 2020 and 2019.

k. Other Assets

Other assets are comprised mostly of donated works of art, valued at fair value, as of the date of the contribution or original acquisition cost.

l. Refundable U.S. Government Student Loans

Refundable U.S. Government student loans represent loan funds provided to students by the federal government through the College. The College collects the loans on behalf of the federal government. The amounts due from students are reported in student loans receivable, net, on the College's consolidated statements of financial position.

Funds provided under the federal government student loan program are loaned to qualified students and may be re-loaned after collection. If the College were to terminate the program, these funds would be returnable to the federal government.

m. Net Asset Classification

Net assets, revenues and support, and non-operating activity are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the College, and changes therein, are classified and reported as follows:

Net Assets Without Donor Restrictions are net assets available for use in general operations and not subject to donor restrictions. The Board of Directors has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Note 2 - Summary of Significant Accounting Policies - Continued

m. Net Asset Classification - Continued

Net Assets With Donor Restrictions consist of net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as revenue when the assets are placed in service. The College reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends, or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions.

In addition to net asset classifications, the College further classifies its consolidated statements of activities into operating and non-operating activities. Operating activities generally include revenues, support, and expenses (other than depreciation and amortization) relating to the educational activities of the College available during the period. Non-operating activities generally include revenues, support, gains and losses unavailable during the period, due to donor-imposed restrictions or designations by the Board of Trustees, for the educational activities of the College or for the acquisition of land, buildings, and equipment; and depreciation and amortization expense.

n. Revenue Recognition

Net Tuition and fees and auxiliary enterprises consists of tuition, room and board and other student fees from the undergraduate and graduate students. The College recognizes revenue from student tuition and fees during the year in which the related services are provided to the students. The performance obligation of delivering educational services is simultaneously received and consumed by students; therefore, the revenue is recognized ratably over the course of the academic year. In addition, the students have an option to room and board on premises. The performance obligation of providing access to housing and meals is satisfied ratably over the academic period in which the student chooses to live on campus and purchase a meal plan. Payment for tuition and room and board is required before the start of the academic year. All amounts received prior to commencement of the academic year, including enrollment deposits, are deferred to the applicable period. The college provides financial aid in the form of scholarships provided to students which are recorded as reduction from the posted tuition and room and board at the time revenue is recognized.

The College provides withdrawal rights whereby it provides its students with rights to withdraw from receiving instruction for which the students previously registered. This is a form of variable consideration, however as tuition is recognized ratably over the course of the academic year, this amount of variable consideration is known and actual by June 30th of each year.

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Note 2 - Summary of Significant Accounting Policies - Continued

n. Revenue Recognition - Continued

Other revenue consists mainly of contract revenue from the Bard Early College program (Bard High Schools) which is a public education model (tuition free) that provides college-level education to high school students. The program is designed for students to earn both their high school education and an associate degree over 4 years of study. The program is funded in part by the local school districts on a per diem basis and revenue is recognized as education services are provided. The remainder of other revenue consists of ticket sales, rental income, admission, book sales and other miscellaneous items with are recognized at a point in time.

As discussed, revenue from net tuition, fees, auxiliary enterprise, and Bard High school is recognized over time, whereas ticket sales, rental income, admission, book sales and other miscellaneous items are recognized at a point in time.

	June 30,	
	2020	2019
Revenue recognized over time	$ 103,871,932	$ 104,713,048
Revenue recognized at a point in time	8,406,053	9,317,486
	$ 112,277,985	$ 114,030,534

The timing of revenue recognition may not align with the right to invoice a student or customer. The College records accounts receivable when it has the unconditional right to issue an invoice and receive payment regardless of whether revenue has been recognized. If revenue has not yet been recognized a contract liability (deferred revenue) is also recorded. Opening balances as of July 1, 2018 were as follows:

	July 1, 2018
Accounts receivable, net	$ 5,005,271
Deferred revenues	25,042,455

Gifts and donations are contributions primarily received from donors such as alumni and other private individuals, trusts, and foundations. The College recognizes contributions when cash, securities, and other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give, that is, those with a measurable performance or other barrier and a right of return, are not recognized until the conditions on which they depend have been met.

Federal and state contracts and grants are conditioned upon certain performance requirements or milestones and/or the incurrence of allowable qualifying expenses.

o. Endowment Income

The Board of Trustees generally designates only a portion of the College's cumulative investment return for support of current operations; the remainder, classified as non-operating, is retained to support operations of future years and to offset potential market declines. Further discussion of the College's endowment spending policy is provided within Note 10.

Note 2 - Summary of Significant Accounting Policies - Continued

p. Functional Allocation of Expenses

The financial statements report categories of expenses that are attributable to one or more programs or support services of the College. Payroll, student payroll, and benefits are recorded directly based on timesheets and entry into payroll software. Depreciation is allocated based on a percentage of overall cost and expenses. All other categories of expenses are recorded based on the program that expended those specific expenses.

Included in the total expenses on the consolidated statements of activities are $13,535,362 and $13,392,023 of expenses related to the Bard Graduate Center (BGC) for the years ended June 30, 2020 and 2019, respectively.

q. Advertising Expenses

The College expenses advertising costs as they are incurred. Advertising expense for the years ended June 30, 2020 and 2019 totaled $1,700,068 and $1,576,037, respectively.

r. Tax Status

Bard, Simon's Rock, Longy, and Bard College Berlin are not-for-profit organizations as described in Section 501(c)(3) of the Internal Revenue Code (Code) and are exempt from federal income taxes. Bard, Simon's Rock, and Longy have been classified as publicly-supported organizations that are not private foundations under Section 509(a) of the Code.

Bard, Simon's Rock, Longy, and Bard College Berlin file Forms 990 annually with the Internal Revenue Service. When annual returns are filed, some tax positions taken are highly certain to be sustained upon examination by the taxing authorities, while other tax positions are subject to uncertainty about the technical merits of the position or amount of the position's tax benefit that would ultimately be sustained. Management evaluated tax positions, including interest and penalties attributable thereto, and concluded that there are no tax positions that required adjustment in its financial statements as of June 30, 2020 and 2019.

Bard Real Estate is a for-profit corporation and subject to German taxation. Tax expense for the years ended June 30, 2020 and 2019 was $380,622 and $40,351, respectively.

s. Adoption of New Accounting Standards

In May 2014, the Financial Accounting Standards Board (FASB) issued Accounting Standard Update No. 2014-09, *Revenue from Contracts with Customers* (Topic 606). The core principle of the new guidance is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. In addition, the new guidance requires disclosure of the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers. The College adopted the standard during the year ended June 30, 2020. There was no material impact on the change in net assets or financial condition upon adoption of the new standard.

Note 2 - Summary of Significant Accounting Policies - Continued

s. Adoption of New Accounting Standards - Continued

In June 2018, FASB issued ASU 2018-08, Not-for-Profit Entities (Topic 958): *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. ASU 2018-08 clarifies the guidance for evaluating whether a transaction is reciprocal (i.e., an exchange transaction or nonreciprocal (i.e., a contribution) and for distinguishing between conditional and unconditional contributions. The ASU also clarifies the guidance used by entities other than not-for-profits to identify and account for contributions made. The College adopted the standard during the year ended June 30, 2020. There was no material impact on the College's change in net assets or financial condition upon adoption of the new standard

t. Subsequent Events

The College has evaluated subsequent events for potential recognition or disclosure through November 13, 2020, the date the consolidated financial statements were available to be issued (see Note 17).

Note 3 - Pledges Receivable, Net

Pledges receivable, net are expected to be received as follows:

	June 30,	
	2020	2019
In less than one year	$ 19,433,500	$ 7,047,198
In one to five years	71,571,300	31,159,724
In more than five years	141,092,534	96,971,104
Total	232,097,334	135,178,026
Less allowance for doubtful pledges	(1,726,586)	(2,626,586)
Less unamortized discount	(25,997,829)	(24,620,699)
Total	$ 204,372,919	$ 107,930,741

Note 4 - Other Receivable, Related Party

As of June 30, 2020, and 2019, the College has a receivable balance from the American Symphony Orchestra (ASO) totaling $3,141,211. This receivable is guaranteed by certain trustees of the College.

The College shares common management with ASO and has paid unfunded expenses on the Orchestra's behalf. The unfunded expenses paid by the College were $1,263,188 and $1,265,096 for the years ended June 30, 2020 and 2019, respectively.

Note 5 - Trusts

a. Beneficial Interest in Bard Endowment Trust

During 1996, the College received an initial gift from a donor that established the "Bard Endowment Trust" within the Iris Foundation. The initial and subsequent gifts were in the form of shares in a privately-owned hedge fund and are held by the Iris Foundation for the sole benefit of the College to be used for BGC's graduate program in the decorative arts.

Since the initial gift in 1996, there have been several agreements in place under which the Bard Endowment Trust (the Trust) has been governed, the latest of which is dated April 24, 2014. Under the terms of the aforementioned agreement, the Iris Foundation must hold the assets and related income and appreciation in a separate endowment fund for the benefit of BGC. The Trustees of the Iris Foundation retain sole discretion to determine the investment funds of the Bard Endowment Trust at all times. The College has the right to request any part or all of the Bard Endowment Trust subsequent to stated conditions in the agreement. If BGC ceases to exist, the Bard Endowment Trust shall revert back to the Iris Foundation. The College records its interest in the Iris Foundation at fair value as a beneficial interest in the Bard Endowment Trust on the accompanying consolidated statements of financial position. The terms of the trust provide for the College to receive several annual distributions from the Trust, the amounts of which are at the discretion of the Trustees. Additionally, with the consent of the Iris Foundation, the College may borrow funds at any time from the Bard Endowment Trust.

During the years ended June 30, 2020 and 2019, the College received $12,293,132 and $12,573,338 respectively, from the Bard Endowment Trust that was used to support operations.

At June 30, 2020 and 2019, the College had a $6,000,000 outstanding internal loan to BGC, the proceeds for which were from the Trust and were used to fund construction at Bard rather than for operations of BGC. The loan bears interest at a rate of 8% per year, and is payable annually commencing on June 30, 2015, and continuing thereafter until June 30, 2029, at which time the entire principal sum, with all accrued interest, shall be due and payable. The loan is unsecured.

As discussed in Note 14, because there are no observable market transactions for assets similar to the beneficial interest in the trust and because the trust cannot be redeemed, the valuation technique used by the College is a Level 3 fair value measure. The beneficial interest in the trust is reported at fair value, which is estimated at the fair value of the underlying assets and beneficial interest ownership percentage.

The change in fair value of the beneficial interest in the Bard Endowment Trust is recognized in the consolidated statements of activities as "Change in value of beneficial interest in the Bard Endowment Trust."

	June 30,	
	2020	2019
Beneficial interest in Bard Endowment Trust, *beginning of year*	$ 107,224,064	$ 117,805,662
Investment gain earned by Trustee	9,040,403	1,991,740
Amounts distributed to the College	(12,293,132)	(12,573,338)
Beneficial interest in Bard Endowment Trust, *end of year*	$ 103,971,335	$ 107,224,064

Note 5 - Trusts - Continued

b. Perpetual Trust

The College is the irrevocable beneficiary of a perpetual trust held by a trustee. These resources are neither in the possession of, nor under the control of, the College. The terms of the Trust provide that the College is to receive quarterly distributions from the Trust, the amounts of which are at the discretion of the Trustee.

As discussed in Note 14, because there are no observable market transactions for assets similar to the beneficial interest in the trust and because the trust cannot be redeemed, the valuation technique used by the College is a Level 3 fair value measure. The beneficial interest in the trust is reported at fair value, which is estimated at the fair value of the underlying assets and beneficial interest ownership percentage.

The change in fair value of the beneficial interest in the perpetual trust is recognized in the consolidated statements of activities as "Change in value of beneficial interest in Perpetual Trust."

	June 30,	
	2020	2019
Beneficial interest in trust, *beginning of year*	$ 9,362,534	$ 8,943,124
Investment gain earned by Trustee	320,929	569,455
Amounts distributed to the College	(175,549)	(150,045)
Beneficial interest in trust, *end of year*	$ 9,507,914	$ 9,362,534

Note 6 - Land, Buildings, and Equipment, Net

Land, buildings, and equipment, net, consist of the following:

	June 30,	
	2020	2019
Land and related improvements	$ 50,592,015	$ 50,974,092
Buildings and improvements	409,225,348	403,803,860
Furniture and equipment	27,850,671	26,640,207
Library books and media	4,994,280	4,994,280
Musical instruments	1,775,298	1,291,198
	494,437,612	487,703,637
Less accumulated depreciation	203,863,672	192,903,166
	290,573,940	294,800,471
Construction in process	5,818,016	6,395,253
	$ 296,391,956	$ 301,195,724

Note 7 - Lines-of-Credit

The lines-of-credit for Bard and Longy are renewable annually, have a variable interest rate at LIBOR plus 1.5% for Bard College (1.87% at June 30, 2020) and prime plus .75% for Longy (4.00% at June 30, 2020 and 4.40% at June 30, 2019). The Bard and Longy lines-of-credit are secured by certain investments.

The Simon's Rock line of credit was refinanced into long term debt during June 2020.

The available credit and outstanding borrowings are as follows:

	June 30,			
	2020		2019	
	Available Credit	Outstanding Borrowings	Available Credit	Outstanding Borrowings
Bard	$ 10,000,000	$ 9,000,000	$ -	$ -
Simon's Rock	-	-	3,000,000	2,400,000
Longy	600,000	599,464	600,000	-
Total	$ 10,600,000	$ 9,599,464	$ 3,600,000	$ 2,400,000

Note 8 - Long-Term Debt

A summary of long-term debt is as follows:

	June 30,	
	2020	2019
Dutchess County Industrial Development Agency Civic Facility Revenue Bonds Series 2007 (a)	$ 119,085,000	$ 121,265,000
Loan payable to Historic Hudson Valley, payable in monthly payments of interest only at an annual rate of 4% until February of 2018, then principal payments at $72,222 a month plus 4% annual interest through January 2030. Principal payments will increase to $216,667 in February 2030 through January 2031 (f)	11,050,000	11,700,000
Loans payable to Trustees from Parlor Session, interest payable at variable annual rates ranging from 2% to 3% semi-annually, February and September, through 2021 at which point principal is due in full (g)	39,000,000	21,000,000
Loan payable to Sterling Bank, payable in monthly payments of interest only at an annual rate of 5.4% until September of 2020 then quarterly principal payments will begin at $616,850 each quarter until June 2025 (b) (c)	12,337,000	12,337,000

Note 8 - Long-Term Debt - Continued

	June 30, 2020	June 30, 2019
Loan payable to Bank of America, payable by December 31, 2020 with interest at LIBOR daily floating rate plus 1.35% (2.4% and 3.8% at June 30, 2020 and 2019, respectively) (g)	30,000,000	30,000,000
Loan payable to Marlin Bank in monthly payments of $2,907 including interest at 7.2% through December 2023 (f)	99,614	128,860
Less unamortized debt issuance costs	(993,999)	(1,069,560)
Total Bard College	210,577,615	195,361,300
Massachusetts Development Finance Agency Revenue Bonds Series 2007 (e)	3,500,000	3,565,000
Loan payable to KeyBank National Association, payable in monthly principal installments of $22,475 plus interest at LIBOR plus 2.5% (4.90% at June 30, 2019), (d) (g)	-	1,708,184
Loan payable to KeyBank National Association, payable in monthly principal installments of $11,667 plus interest at LIBOR plus 2.5% (4.90% at June 30, 2019), (d) (g)	-	682,442
Loan payable to KS StateBank, payable in monthly principal installments of $9,477 including interest at 7.1% due September 2023 (f)	329,499	416,663
Loan payable to KeyBank National Association, payable in monthly payments of $123,050, plus interest at Prime plus 2.5% (5.75% at June 30, 2020), due June 20, 2023 (g)	4,407,149	-
Auto loan, payable in monthly payments of $838, including interest at 9.24%, due September 2024 (f)	33,997	-
Less amortized debt issuance costs	(91,267)	(91,267)
Total Simon's Rock	8,179,378	6,281,022
Loan payable to HypoVereinsbank, payable in monthly payments of $7,332 including interest at 1.95% until maturity in April 2038 (f)	1,413,832	1,571,396
Loan payable to HypoVereinsbank, payable in monthly payments of $1,892 including interest at 1.5% until maturity in December 2039 (f)	383,772	-
Loan payable to HypoVereinsbank, payable in monthly payments of $7,609 including interest at .09% until maturity in April 2035 (f)	1,119,801	-
Total Bard College Berlin	2,917,405	1,571,396
Loan payable to Berliner Bank, payable in monthly payments of $3,080 including interest at 3.07% until maturity in August 2033 (g)	431,939	468,884
Total Bard Real Estate	431,939	468,884
Total	$ 222,106,337	$ 203,682,602

Note 8 - Long-Term Debt - Continued

a) The bonds require principal payments annually in various increments in the years 2010 through 2046. Interest is payable in February and August at rates from 4.5% to 5%, depending on the maturity date of the particular bond. The bonds are secured by the assignment of the College's revenue under the Sublease Agreement and a guaranty by the College. The bonds are subject to sinking fund requirements as follows: $11,330,000 bonds due August 1, 2026, from 2023 to 2026; $38,825,000 bonds due August 1, 2036, from 2027 to 2036; and $61,710,000 bonds due August 1, 2046, from 2037 to 2046.

b) As of June 30, 2020, the College was in violation of certain covenants with Sterling Bank. Bard College received a waiver for the violations.

c) The loan is secured by:

1. Consolidated first lien mortgage on one of the College's properties in New York City.
2. An assignment of the leases and rents from the College's properties in New York City.
3. A first lien and security interest in all personal property, fixtures, and all tangible and intangible rights of the College's property in New York City.
4. All pledges and assignment of all currently existing and all future unrestricted pledges made to the College.

d) The loan was refinanced in June 2020.

e) The bonds require principal payments annually in various increments in the years 2011 through 2046. Interest is payable in February and August at rates from 4.125% to 4.700%, depending on the maturity date of the particular bond. The bonds are secured by revenues to be received by Simon's Rock, all rights to receive such revenues and certain investments pursuant to the Loan and Trust agreement. The bonds are subject to sinking fund requirements as follows: $1,545,000 bonds due August 1, 2036, from 2022 to 2036; $1,815,000 bonds due August 1, 2046, from 2037 to 2046.

f) Loan is secured by building and/or equipment

g) Liability is/was unsecured.

Future maturities of principal payments on the College's indebtedness are as follows:

	Total	Lines-of-Credit	Legal Liability (1)	Long-Term Debt
For the year ending June 30,				
2021	$ 68,009,302	$ 9,599,464	$ 800,000	$ 57,609,838
2022	26,549,543	-	-	26,549,543
2023	7,758,539	-	-	7,758,539
2024	6,306,484	-	-	6,306,484
2025	6,390,698	-	-	6,390,698
Thereafter	118,576,501	-	-	118,576,501
			-	
	$ 233,591,067	$ 9,599,464	$ 800,000	$ 223,191,603

Note 8 - Long-Term Debt - Continued

(1) Represents a non-fault legal settlement payable in quarterly installments of $200,000 through July 2020, quarterly payments of $250,000 through January 2021, and one installment of $300,000 due at maturity, which is April 2021, plus interest at 2.5%. The settlement is unsecured.

Debt issuance costs represent bond issuance costs whose amortization is recorded on a straight-line basis over the period to maturity on the Duchess County Industrial Development Agency Civic Facility Revenue Bond (40 years) and loan payable to Sterling Bank (7 years). Amortization expense was $75,561 and $18,895 for the years ended June 30, 2020 and 2019, respectively.

Note 9 - Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes:

	June 30, 2020	June 30, 2019
Subject to expenditure for specific purpose:		
Program and Student Support	$ 18,877,007	$ 46,602,300
Beneficial Interest in Bard endowment trust for BGC's graduate program in the decorative arts	103,971,335	107,224,064
	122,848,342	153,826,364
Subject to the passage of time:		
For periods after June 30,	102,848,021	1,806,120
Subject to the spending policy and appropriations:		
Investment to be held in perpetuity, the income from which is expendable to support:		
Scholarship support	$ 27,990,140	$ 27,499,380
Faculty support	19,638,857	19,635,407
Program support	19,001,177	12,504,785
General operations	24,668,750	16,063,868
	91,298,924	75,703,440
Not subject to appropriation for expenditures:		
Beneficial interest in perpetual trust	9,507,914	9,362,534
Total net assets with donor restrictions	$ 326,503,201	$ 240,698,458

Note 10 - Endowment

The College's endowment consists of gifts restricted by donors, net assets without donor restrictions designated by management and the Board of Trustees for long-term support of the College's activities, and the accumulated investment return on these gifts and designated assets. Endowment income consists of interest, dividends, and realized and unrealized gains (losses) on investments. Accumulated investment return, if any, consists of total endowment net investment return that has not been appropriated by the Board of Trustees for expenditures to support the operating and non-operating activities of the College.

The College appropriates spending from donor-restricted endowment funds as part of its annual budget process. Subject to the intent of a donor expressed in the applicable gift instrument, the College appropriates for expenditure so much of an endowment fund as it determines is prudent for the uses, benefits, purposes, and duration for which the endowment fund is established. In making a determination to appropriate or accumulate, the College acts in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances.

Interpretation of Relevant Law

The Board of Trustees of the College has interpreted the New York State Not-For-Profit Corporation Law ("NPCL") as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, management retains in perpetuity (a) the original value of gifts donated to the permanent endowment; (b) the original value of subsequent gifts to the permanent endowment; and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not retained in perpetuity and is classified as net assets with donor restrictions that are temporary in nature until those amounts are appropriated for expenditure by the College in a manner consistent with the standard procedures prescribed in NPCL Article 5-A. Management considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

a. The duration and preservation of the fund;

b. The purposes of the College and the donor-restricted endowment fund;

c. General economic conditions;

d. The possible effect of inflation and deflation;

e. The expected total return from income and the appreciation of investments;

f. Other resources of the College;

g. Where appropriate and circumstances would otherwise warrant, alternatives to expenditure of the endowment fund, giving due consideration to the effect that such alternatives may have on the College, and;

h. The investment policies of the College.

Note 10 - Endowment - Continued

Interpretation of Relevant Law - Continued

A summary of endowment net assets for the College were as follows:

	Year Ended June 30, 2020		
	Without Donor Restrictions	With Donor Restrictions	Total
Donor restricted endowment funds	$ -	$ 91,298,924	$ 91,298,924
Board designated endowment funds	16,026,775	-	16,026,775
Beneficial interest in perpetual trust	-	9,507,914	9,507,914
Bard Endowment Trust	-	103,971,335	103,971,335
Total endowment funds	$ 16,026,775	$ 204,778,173	$ 220,804,948

	Year Ended June 30, 2019		
	Without Donor Restrictions	With Donor Restrictions	Total
Donor restricted endowment funds	$ -	$ 77,509,560	$ 77,509,560
Board designated endowment funds	14,949,292	-	14,949,292
Beneficial interest in perpetual trust	-	9,362,534	9,362,534
Bard Endowment Trust	-	107,224,064	107,224,064
Total endowment funds	$ 14,949,292	$ 194,096,158	$ 209,045,450

Changes in endowment funds for the College consisted of the following:

	Year Ended June 30, 2020		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, *beginning of year*	$ 14,949,292	194,096,158	$ 209,045,450
Investment return			
Interest and dividends	507,074	158,336	665,410
Realized gains (losses)	640,232	(37,143)	603,089
Unrealized gains	1,230,177	374,935	1,605,112
Change in value of beneficial interest in Perpetual Trust	-	145,380	145,380
Distributions from beneficial interest in Perpetual Trust	175,549	-	175,549
Change in value of beneficial interest in Bard Endowment Trust	-	(3,252,729)	(3,252,729)
Distributions from Bard Endowment Trust	-	12,293,132	12,293,132
Contributions	-	13,194,750	13,194,750
Net assets released from restrictions			
Amounts appropriated for expenditure	(1,475,549)	(12,194,646)	(13,670,195)
Endowment restrictions released by Donor	-	-	-
Changes in endowment net assets	1,077,483	10,682,015	11,759,498
Endowment net assets, *end of year*	$ 16,026,775	$ 204,778,173	$ 220,804,948

Note 10 - Endowment - Continued

Interpretation of Relevant Law - Continued

	Year Ended June 30, 2019		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, *beginning of year*	$ 15,711,729	$ 232,102,952	$ 247,814,681
Investment return			
Interest and dividends	414,273	165,348	579,621
Realized gains	375,221	123,667	498,888
Unrealized gains (losses)	(751,931)	328,004	(423,927)
Change in value of beneficial interest in Perpetual Trust	-	419,410	419,410
Distributions from beneficial interest in Perpetual Trust	150,045	-	150,045
Change in value of beneficial interest in Bard Endowment Trust	-	(10,581,598)	(10,581,598)
Distributions from Bard Endowment Trust	-	12,573,338	12,573,338
Contributions	-	8,550,905	8,550,905
Net assets released from restrictions			
Amounts appropriated for expenditure	(950,045)	(14,533,338)	(15,483,383)
Endowment restrictions released by Donor		(35,052,530)	(35,052,530)
Changes in endowment net assets	(762,437)	(38,006,794)	(38,769,231)
Endowment net assets, *end of year*	$ 14,949,292	$ 194,096,158	$ 209,045,450

From time to time, certain donor-restricted endowment funds may have fair values less than the amount required to be maintained by donors or by law (underwater endowments). There were no such deficiencies as of June 30, 2020 or 2019.

Borrowing from Endowment

The College has historically carried an internal liability to its endowment from borrowing to finance construction and outstanding pledges receivable from several years ago. This amount was $84,120,468 as of June 30, 2018 and was reduced to $49,615,102 as of June 30, 2019 due to releases of net assets with donor restrictions. The value of this internal borrowing from the endowment was $49,060,862 as of June 30, 2020.

Spending Policy

The College's endowment spending policy is designed to stabilize spending levels to preserve the real value of the endowment portfolio over time. Certain donor-restricted endowment funds allow for the expenditure of principal. To meet these objectives, the policy limits spending of endowment returns to a percentage of the three-year moving average of the fair value of endowment assets, net of investment management fees, and other endowment-related expenses. The endowment spending rate percentage is 5%. The return from applying this endowment spending rate policy is recorded in the operating revenues section of the consolidated statements of activities. The difference, if any, between actual total endowment return, including realized and unrealized gains and losses, and the endowment spending rate is recorded in the non-operating section of the consolidated statements of activities.

Note 10 - Endowment - Continued

Return Objectives and Risk Parameters

Investment objectives focus on generating a high return to cover the spending rate, inflation, and preserving the purchasing power of the endowment while minimizing investment risk in the portfolio. The College is committed to a long-term investment policy that is based on balancing principles of strong growth over time, diversity of the portfolio, liquidity for the annual draw, and benchmarking against market indices and appropriate peer schools. Growth in the endowment depends on contributions to the endowment from capital campaigns, the success of investment management, and the rate at which income is withdrawn from the endowment in support of the College's operating budget. The Investment Committee meets quarterly to discuss various issues, such as investment performance, market outlook, and liquidity needs.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the College relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends).

Note 11- Pension Benefits

Academic and certain other salaried employees of the College are participants in contributory defined contribution retirement plans under arrangements with the Teacher's Insurance and Annuity Association and College Retirement Equities Fund. The expense to the College was $7,597,551 and $7,174,590 for the years ended June 30, 2020 and 2019, respectively.

Note 12 - Foreign Currency Translation

The College's functional currency for operations is in U.S. dollars. Unrealized gains and losses from translation of foreign currency are included in the current consolidated statements of activities, and the total unrealized loss was $69,009 and $200,727 for the years ended June 30, 2020 and 2019, respectively.

Note 13 - Commitments, Contingencies, Risks and Uncertainties

a. Operating Leases

The College has various operating leases for the use of facilities. The agreements require monthly payments ranging from $355 to $36,954 per month and expire at various times from November 2020 to June 2025. Rent expense on these operating leases was $990,969 and $953,065 for the years ended June 30, 2020 and 2019, respectively. A summary of future minimum lease payments is as follows:

For the year ending June 30,	
2021	$ 749,348
2022	318,396
2023	283,157
2024	269,280
2025	235,134
	$ 1,855,315

Note 13 - Commitments, Contingencies, Risks and Uncertainties - Continued

b. Concentration of Credit Risk

The College maintains cash balances in financial institutions located in the northeast. Accounts at these institutions are insured, up to certain limits, by the Federal Deposit Insurance Corporation ("FDIC"). At times, the College has bank deposits in excess of amounts insured by the FDIC.

The Deposit Protection Fund of the Association of German Banks has fully secured the deposits of each customer at the private commercial banks up to a ceiling of 30% of the relevant liable capital of each bank as of the date of the last published annual financial statements.

c. Contract and Grant Administration

Federally funded financial aid programs and research and development grants are subject to audits. Such audits could result in claims against the resources of the College. No provision has been made for any liabilities that may arise from such audits since the amounts, if any, cannot be determined at this date.

d. Self-Insured Health Insurance

Health benefits are provided by Empire BlueCross/BlueShield in a self-insured plan with maximum cost outlay thresholds. Claims under the Empire BlueCross/BlueShield self-insured plan cover medical and vision expenses. Stop loss coverage is in place for any individual claim that exceeds $300,000.

e. Litigation

The College is a defendant in several lawsuits arising from the normal conduct of its affairs. The College is of the opinion that settlements, if any, of the aforementioned litigation will not have a material adverse impact on the financial condition of the College.

f. COVID-19

On January 30, 2020, the World Health Organization declared the coronavirus outbreak a "Public Health Emergency of International Concern" and on March 11, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, quarantines in certain areas, and forced closures for certain types of public places and businesses. The coronavirus and actions taken to mitigate the spread of it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical area in which the College operates. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) was enacted to amongst other provisions, provide emergency assistance for individuals, families and businesses affected by the coronavirus pandemic. The College received and disbursed federal funding under the CARES Act from the Higher Education Emergency Relief Fund (HEERF) of approximately $2,500,000.

Note 13 - Commitments, Contingencies, Risks and Uncertainties – Continued

f. COVID-19 - Continued

In the States of New York and Massachusetts, the Governors issued stay at home orders which limited the operational ability of the College to perform non-essential services and for work designated as essential. It is unknown how long the adverse conditions associated with the coronavirus will last and what the complete financial effect will be to the College during the workplace limitations, including declining revenue due to the financial and operational impact on students and other resource providers.

Note 14 - Fair Value of Financial Instruments

U.S. GAAP provides a framework for measuring fair value that includes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets (Level 1) and the lowest priority to unobservable inputs (Level 3).

Level 1 Unadjusted quoted market prices in active markets for identical assets.

Level 2 Observable inputs other than quoted market prices and can include active markets and markets not considered to be active.

Level 3 Unobservable inputs that are supported by little or no market activity.

Fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of valuation methodologies used for assets measured at fair value at June 30, 2020 and 2019:

Equity, U.S. Treasury Securities and Mutual Funds: Valued at the closing price reported in the active market in which the individual security is traded.

Fixed Income Securities: Valued based on observable prices for the particular security, or when prices are not observable, the valuation is based on prices of comparable bonds or the present value of expected future cash flows.

Deposits held with Bond Trustees include cash equivalents and fixed income securities.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the College believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Note 14 - Fair Value of Financial Instruments - Continued

See Note 5 for summaries of the College's beneficial interests in the Bard Endowment Trust and the Perpetual Trust measured at fair value on a recurring basis which, if included below would be in the Level 3 column. Summaries of the College's investments and deposits with bond trustees measured at fair value on a recurring basis are as follows:

	June 30, 2020			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 1,598,422	$ -	$ -	$ 1,598,422
Fixed income securities	-	7,235,541	-	7,235,541
Equity securities				
Industrials	266,263	-	-	266,263
Consumer discretionary	2,163,251	-	-	2,163,251
Health care	1,581,882	-	-	1,581,882
Financials	506,611	-	-	506,611
Information technology	3,408,647	-	-	3,408,647
Energy	2,346,727	-	-	2,346,727
Telecom	1,775,793	-	-	1,775,793
Preferred stock	317,250	-	-	317,250
Other	1,605,550	-	-	1,605,550
Mutual funds, fixed income	1,271,160	-	-	1,271,160
Mutual funds, equities	236,243	-	-	236,243
U.S. treasury securities	197,274	-	-	197,274
Deposits held with Bond Trustees	4,211,885	-	-	4,211,885
Total	$ 21,486,958	$ 7,235,541	$ -	$ 28,722,499

	June 30, 2019			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 960,104	$ -	$ -	$ 960,104
Fixed income securities	-	5,286,112	-	5,286,112
Equity securities				
Industrials	417,935	-	-	417,935
Consumer discretionary	2,751,882	-	-	2,751,882
Health care	1,022,394	-	-	1,022,394
Financials	1,703,193	-	-	1,703,193
Information technology	2,541,670	-	-	2,541,670
Energy	967,363	-	-	967,363
Telecom	2,235,422	-	-	2,235,422
Preferred stock	2,161,479	-	-	2,161,479
Other	923,192	-	-	923,192
Mutual funds, fixed income	645,000	-	-	645,000
Mutual funds, equities	696,804	-	-	696,804
U.S. treasury securities	1,272,968	-	-	1,272,968
Deposits held with Bond Trustees	4,208,412	-	-	4,208,412
Total	$ 22,507,818	$ 5,286,112	$ -	$ 27,793,930

Note 15 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor restriction limiting their use, within one year of the statement of financial position date, comprise the following:

	June 30,	
	2020	2019
Total assets at June 30,	$ 668,346,247	$ 576,262,362
Less assets not available for general expenditure:		
Prepaid expenses and other assets	(2,813,723)	(4,023,157)
Long-term portion of pledges receivable, net	(184,939,419)	(100,883,543)
Other receivable, related party	(3,141,211)	(3,141,211)
Deposits with bond trustees	(4,211,885)	(4,208,412)
Beneficial interest in Bard Endowment Trust	(103,971,335)	(107,224,064)
Beneficial interest in Perpetual Trust	(9,507,914)	(9,362,534)
Land, buildings, and equipment, net	(296,391,956)	(301,195,724)
Other assets	(1,629,148)	(1,235,126)
Cash, investments and borrowings related to endowment	(110,175,931)	(124,111,860)
Financial assets available for general expenditures	$ (48,436,275)	$ (79,123,269)

The College has been carrying an internal liability due to borrowing from its endowment many years ago, (largely constituting the cash, investment, and borrowing related to endowment line) which affects the liquidity calculation significantly. The Board has voted to allow management to approach donors to release the restrictions on amounts that were borrowed from, which will eventually eliminate the internal liability to the endowment. As of June 30, 2020, the value of that internal borrowing was $49,060,862. Furthermore, the liquidity position of the College is not well represented by traditional calculations due to its Board and donor willingness to offer philanthropy and, when necessary, financing. Despite this “living endowment of donors”, the College has made concerted efforts to improve its liquidity position and move its operating deficit to a position of surplus. The capital campaign (see Note 16) is an important part of bridging the College to a point where its fundamental programs generate an operating surplus.

Note 16 - Management’s Discussion of the College’s Financial Position

The College’s financial position has continued to improve in nearly all key areas to close the year ended June 30, 2020: most notably net assets and working capital. In October 2018, the College’s Board of Trustees approved a $650,000,000 Capital Campaign. With an anticipated timeline of five years, $150,000,000 has been earmarked to working capital at a rate of $30,000,000 annually to address liquidity needs. This allows for the endowment target of $500,000,000 to build and the subsequent unearned income to help offset operating expenses.

Note 16 - Management's Discussion of the College's Financial Position - Continued

The coronavirus pandemic has brought an upheaval to higher education since March 2020 but has been a shock that Bard has weathered well and actually will benefit from in the longer term. The campus remained open to residents in the spring despite moving instruction online, so Bard also did not face the large clamor for refunds at other peer institutions. Furthermore, there are a number of reasons to see Bard as an institution that will navigate the pandemic particularly well, including:

- Located in rural New York, Bard has ample area for outdoor classrooms and social distancing;
- Bard is not dependent on any one region for students and its international campuses can serve those with temporary visa issues (whether pandemic or political in nature);
- Bard has raised over $1.5 billion in private philanthropy over the last four decades and remains the beneficiary of many high-net-worth individuals and the most impactful foundations from throughout the globe;
- By design, classes have low student-faculty ratio and successful history of remote delivery when necessary;
- There are no large lecture halls or densely populated dormitories;
- The majority of Bard's classrooms have large operable windows, filtered air, and monitored indoor air quality;
- Bard has partnered with the largest health care provider in their region to advise on all aspects of operations and has joined a consortium that guarantees both access to testing and rapid results.

To ensure a safe learning environment, Bard expanded testing and quarantine provisions for arriving students and allowed returning students to arrive earlier than in the past to quarantine. Many classes will have an online component (blended) for those who cannot physically attend due to visa delay and/or quarantine restrictions. A large cross-section of courses are fully online or delivered in a "blended" fashion (with some students in person and others joining virtually), allowing students to continue their course of study regardless of major or physical location.

The College has worked hard to maintain employment while making budget cuts throughout the institution, including those with positive externalities for safety (such as suspension of college sanctioned travel and disallowing visiting speakers for the fall). All collective bargaining units have agreed to suspend contracted raises and all non-unionized staff will see wages remain flat for the coming year. Based on current projections the overall net financial impact to the College is very limited; remaining funding gaps were closed with expense cuts (including summer programming) and additional philanthropic support was used to backfill higher scholarship utilization.

Additionally, all programs are assessed for viability annually. Programs with structural deficits that are not central to the mission are subject to restructuring, merger, or closure. While many of the College's programs cannot be tuition driven alone, successful fundraising must be demonstrated in sustained ways for the programs to continue.

Furthermore, the entrepreneurial nature of the College has started to produce net revenue generation of several key satellite programs. While much of the gains are limited at this stage due to the small nature of the programs, pilot funding to monetize some of the public programming at the College offers considerable upside for future years.

Note 17 - Subsequent events

In July of 2020, a trustee of the College loaned the College $5,000,000, as a liquidity buffer as the possible effects of the pandemic and reopening of the College were assessed, which is due in December 2020 with an interest rate of .18%.

As of November 13, 2020, the College is pursuing potential refinancing of certain of its outstanding debt.

Note 18 - Accounting Standards Issued But Not Yet Implemented

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). The guidance in this ASU supersedes the leasing guidance in Topic 840, Leases. Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. In July 2018, the FASB issued ASU 2018-10, Codification Improvements to Topic 842, Leases, which makes narrow scope improvements to the standard for specific issues. In July 2018, the FASB also issued ASU 2018-11, Leases (Topic 842): Targeted Improvements, which provides an optional transition method allowing the standard to be applied at the adoption date. In March 2019, the FASB issued ASU 2019-01, Leases (Topic 842) Codification Improvements, which exempts entities from having to provide the interim disclosures required by ASC 250-10-50-3 in the fiscal year in which a company adopts the new leases standard. A modified retrospective transition approach is required. An entity may adopt the guidance either (1) retrospectively to each prior reporting period presented in the financial statements with a cumulative-effect adjustment recognized at the beginning of the earliest comparative period presented or (2) retrospectively at the beginning of the period of adoption through a cumulative-effect adjustment. The new standard provides a number of practical expedients. The College currently expects that upon adoption of ASU 2016-02, right of use assets and lease liabilities will be recognized in the statement of financial position will be material. The new standard, as delayed by 2020-05, is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years.

In August 2018, the FASB issued ASU 2018-13, Fair Value Measurement (Topic 820): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement, which modifies the disclosure requirements for fair value measurements by removing, modifying, or adding certain disclosures. ASU 2018-13 is effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. The College is currently evaluating the impact of this new standard on its financial statements.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Financial Position

	June 30, 2020						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
ASSETS							
Cash and cash equivalents	$ 4,995,831	$ 108,572	$ 1,184,755	$ 135,936	$ 32,902	$ -	$ 6,457,996
Accounts receivable, net	9,078,251	706,280	88,439	178,101	-	-	10,051,071
Prepaid expenses and other assets	1,387,490	2,202,984	28,397	50,228	1,596	(856,972)	2,813,723
Pledges receivable, net	203,886,324	486,595	-	-	-	-	204,372,919
Student loans receivable, net	829,993	456,482	-	-	-	-	1,286,475
Investments	16,345,132	8,535	8,156,947	-	-	-	24,510,614
Other receivable, related party	3,141,211	-	-	1,856,170	1,227,099	(3,083,269)	3,141,211
Deposits with bond trustees	4,095,562	116,323	-	-	-	-	4,211,885
Beneficial interest in Bard Endowment Trust	103,971,335	-	-	-	-	-	103,971,335
Beneficial interest in Perpetual Trust	9,507,914	-	-	-	-	-	9,507,914
Land, buildings, and equipment, net	237,604,033	34,093,980	16,415,210	5,126,076	5,326,020	(2,173,363)	296,391,956
Other assets	1,235,126	-	-	394,022	-	-	1,629,148
TOTAL ASSETS	**$ 596,078,202**	**$ 38,179,751**	**$ 25,873,748**	**$ 7,740,533**	**$ 6,587,617**	**$ (6,113,604)**	**$ 668,346,247**
LIABILITIES							
Lines-of-credit	$ 9,000,000	$ -	$ 599,464	$ -	$ -	$ -	$ 9,599,464
Accounts payable and accrued expenses	19,564,670	6,067,744	333,501	2,597,401	555,318	(3,940,241)	25,178,393
Deferred revenues	15,884,390	893,417	239,985	127,058	-	-	17,144,850
Refundable U.S. Government student loans	535,683	439,835	-	-	-	-	975,518
Legal provision liability	800,000	-	-	-	-	-	800,000
Long-term debt, net of related financing costs	210,577,615	8,179,378	-	2,917,405	431,939	-	222,106,337
Total liabilities	256,362,358	15,580,374	1,172,950	5,641,864	987,257	(3,940,241)	275,804,562
COMMITMENTS AND CONTINGENCIES							
NET ASSETS							
Without donor restriction	36,620,026	8,306,560	15,624,369	2,060,532	5,600,360	(2,173,363)	66,038,484
With donor restriction	303,095,818	14,292,817	9,076,429	38,137	-	-	326,503,201
Total net assets	339,715,844	22,599,377	24,700,798	2,098,669	5,600,360	(2,173,363)	392,541,685
TOTAL LIABILITIES AND NET ASSETS	**$ 596,078,202**	**$ 38,179,751**	**$ 25,873,748**	**$ 7,740,533**	**$ 6,587,617**	**$ (6,113,604)**	**$ 668,346,247**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Financial Position

	June 30, 2019						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
ASSETS							
Cash and cash equivalents	$ 3,285,717	$ 428,157	$ 123,880	$ 697,122	$ 34,250	$ -	$ 4,569,126
Accounts receivable, net	7,635,883	494,762	97,772	-	-	-	8,228,417
Prepaid expenses and other assets	5,801,129	3,554,087	54,730	87,513	4,787	(5,479,089)	4,023,157
Pledges receivable, net	106,948,914	981,827	-	-	-	-	107,930,741
Student loans receivable, net	1,020,490	537,842	-	-	-	-	1,558,332
Investments	15,636,142	157,635	7,791,741	-	-	-	23,585,518
Other receivable, related party	3,141,211	-	-	1,472,327	942,026	(2,414,353)	3,141,211
Deposits with bond trustees	4,092,089	116,323	-	-	-	-	4,208,412
Beneficial interest in Bard Endowment Trust	107,224,064	-	-	-	-	-	107,224,064
Beneficial interest in Perpetual Trust	9,362,534	-	-	-	-	-	9,362,534
Land, buildings, and equipment, net	240,668,402	34,951,081	16,273,762	3,316,305	5,986,174	-	301,195,724
Investment in subsidiary	-	-	-	-	-	-	-
Other assets	1,235,126	-	-	-	-	-	1,235,126
TOTAL ASSETS	**$ 506,051,701**	**$ 41,221,714**	**$ 24,341,885**	**$ 5,573,267**	**$ 6,967,237**	**$ (7,893,442)**	**$ 576,262,362**
LIABILITIES							
Lines-of-credit	$ -	$ 2,400,000	$ -	$ -	$ -	$ -	$ 2,400,000
Accounts payable and accrued expenses	22,204,260	6,426,651	314,150	1,698,408	2,891,108	(7,893,442)	25,641,135
Deferred revenues	22,582,879	1,490,590	406,478	73,777	-	-	24,553,724
Refundable U.S. Government student loans	741,072	530,533	-	-	-	-	1,271,605
Legal provision liability	1,600,000	-	-	-	-	-	1,600,000
Long-term debt, net of related financing costs	195,361,300	6,281,022	-	1,571,396	468,884	-	203,682,602
Total liabilities	242,489,511	17,128,796	720,628	3,343,581	3,359,992	(7,893,442)	259,149,066
COMMITMENTS AND CONTINGENCIES							
NET ASSETS							
Without donor restriction	45,282,685	9,802,741	15,530,618	2,191,549	3,607,245	-	76,414,838
With donor restriction	218,279,505	14,290,177	8,090,639	38,137	-	-	240,698,458
Total net assets	263,562,190	24,092,918	23,621,257	2,229,686	3,607,245	-	317,113,296
TOTAL LIABILITIES AND NET ASSETS	**$ 506,051,701**	**$ 41,221,714**	**$ 24,341,885**	**$ 5,573,267**	**$ 6,967,237**	**$ (7,893,442)**	**$ 576,262,362**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Activities

	Year Ended June 30, 2020						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
NET ASSETS WITHOUT DONOR RESTRICTIONS							
OPERATING REVENUES AND SUPPORT							
Tuition and fees	$ 112,882,530	$ 23,612,772	$ 11,668,226	$ 6,811,159	$ -	$ -	$ 154,974,687
Less scholarships and financial aid	(63,643,923)	(12,943,097)	(4,790,001)	(2,318,704)	-	-	(83,695,725)
Net tuition and fees	49,238,607	10,669,675	6,878,225	4,492,455	-	-	71,278,962
Gifts and donations	56,030,638	3,470,702	181,484	1,504,340	-	-	61,187,164
Federal and state grants	5,253,791	319,260	32,250	-	-	-	5,605,301
Other revenue	12,513,117	252,282	79,565	154,732	-	-	12,999,696
Auxiliary enterprises	21,389,707	6,151,467	16,118	-	2,615,398	(2,173,363)	27,999,327
Investment income designated for current operations	1,503,294	-	-	-	-	-	1,503,294
Net assets released from restrictions	27,488,324	227,887	533,603	-	-	-	28,249,814
Total operating revenues and support	173,417,478	21,091,273	7,721,245	6,151,527	2,615,398	(2,173,363)	208,823,558
OPERATING EXPENSES							
Instruction	92,385,971	6,724,080	2,770,459	2,441,073	-	-	104,321,583
Academic support	11,854,593	2,113,276	1,131,027	397,129	-	-	15,496,025
Student services	13,836,240	4,003,362	621,259	758,339	-	-	19,219,200
Institutional support - Administrative	16,835,026	4,331,519	2,769,847	1,384,710	387,889	-	25,708,991
Institutional support - Fundraising	3,478,690	658,945	104,254	-	-	-	4,241,889
Public programs	8,033,708	-	-	-	-	-	8,033,708
Fisher Center for the Performing Arts	9,611,728	-	-	-	-	-	9,611,728
Levy Economics Institute	1,288,515	-	-	-	-	-	1,288,515
Auxiliary enterprises	15,972,270	3,256,705	-	1,168,433	120,282	-	20,517,690
Total operating expenses	173,296,741	21,087,887	7,396,846	6,149,684	508,171	-	208,439,329
Increase in net assets from operations	**120,737**	**3,386**	**324,399**	**1,843**	**2,107,227**	**(2,173,363)**	**384,229**
NON-OPERATING ACTIVTY							
Investment loss, net of amounts designated for current operations	(19,246)	-	-	-	-	-	(19,246)
Foreign currency exchange loss	-	-	-	(36,847)	(32,162)	-	(69,009)
Profit distributions	-	-	-	-	-	-	-
Depreciation	(8,819,510)	(1,499,567)	(584,125)	(96,013)	(81,950)	-	(11,081,165)
Amortization	(75,561)	-	-	-	-	-	(75,561)
Net assets released from restrictions	130,921	-	353,477	-	-	-	484,398
Non-operating activity, net	(8,783,396)	(1,499,567)	(230,648)	(132,860)	(114,112)	-	(10,760,583)
Increase (decrease) in net assets without donor restriction	**$ (8,662,659)**	**$ (1,496,181)**	**$ 93,751**	**$ (131,017)**	**$ 1,993,115**	**$ (2,173,363)**	**$ (10,376,354)**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Activities - Continued

	Year Ended June 30, 2020						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
NET ASSETS WITHOUT DONOR RESTRICTIONS							
Increase in net assets from operations	$ 120,737	$ 3,386	$ 324,399	$ 1,843	$ 2,107,227	$ (2,173,363)	$ 2,557,592
Non-operating activity, net	(8,783,396)	(1,499,567)	(230,648)	(132,860)	(114,112)	-	(10,760,583)
Increase (decrease) in net assets without donor restrictions	(8,662,659)	(1,496,181)	93,751	(131,017)	1,993,115	(2,173,363)	(10,376,354)
NET ASSETS WITH DONOR RESTRICTIONS							
NON-OPERATING ACTIVTY							
Restricted contributions for land, buildings and equipment	179,747	1,500	83,000	-	-	-	264,247
Contributions for other specific purposes	102,874,068	227,443	1,294,482	-	-	-	104,395,993
Investment income, net of amounts designated for current operations	195,960	1,584	495,388	-	-	-	692,932
Distributions from Bard Endowment Trust	12,293,132	-	-	-	-	-	12,293,132
Change in value of beneficial interest in Bard Endowment Trust	(3,252,729)	-	-	-	-	-	(3,252,729)
Change in value of beneficial interest in Perpetual Trust	145,380	-	-	-	-	-	145,380
Net assets released from restrictions	(27,619,245)	(227,887)	(887,080)	-	-	-	(28,734,212)
Increase in net assets with donor restrictions	84,816,313	2,640	985,790	-	-	-	85,804,743
CHANGE IN NET ASSETS	**76,153,654**	**(1,493,541)**	**1,079,541**	**(131,017)**	**1,993,115**	**(2,173,363)**	**75,428,389**
NET ASSETS, ***beginning of year***	263,562,190	24,092,918	23,621,257	2,229,686	3,607,245	-	317,113,296
NET ASSETS, ***end of year***	**$ 339,715,844**	**$ 22,599,377**	**$ 24,700,798**	**$ 2,098,669**	**$ 5,600,360**	**$ (2,173,363)**	**$ 392,541,685**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Activities

	Year Ended June 30, 2019						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
NET ASSETS WITHOUT DONOR RESTRICTIONS							
OPERATING REVENUES AND SUPPORT							
Tuition and fees	$ 110,065,387	$ 23,234,120	$ 10,088,480	$ 6,654,335	$ -	$ -	$ 150,042,322
Less scholarships and financial aid	(61,371,753)	(12,130,815)	(4,019,241)	(2,729,766)	-	-	(80,251,575)
Net tuition and fees	48,693,634	11,103,305	6,069,239	3,924,569	-	-	69,790,747
Gifts and donations	36,173,994	1,858,882	1,021,453	1,576,392	-	-	40,630,721
Federal and state grants	2,917,032	69,215	41,380	-	-	-	3,027,627
Other revenue	14,048,251	284,903	11,541	-	20,775	-	14,365,470
Auxiliary enterprises	22,832,532	6,553,330	34,550	-	453,905	-	29,874,317
Investment income designated for current operations	966,015	400,000	-	-	-	-	1,366,015
Net assets released from restrictions	41,496,632	1,960,000	5,600	-	-	-	43,462,232
Total operating revenues and support	167,128,090	22,229,635	7,183,763	5,500,961	474,680	-	202,517,129
OPERATING EXPENSES							
Instruction	85,344,026	6,168,117	2,434,603	2,122,717	-	-	96,069,463
Academic support	11,681,876	2,040,513	998,561	302,138	-	-	15,023,088
Student services	13,368,965	3,553,146	477,654	551,544	-	-	17,951,309
Institutional support - Administrative	19,075,866	4,638,026	2,000,202	1,472,713	131,677	-	27,318,484
Institutional support - Fundraising	2,223,725	617,678	339,350	-	-	-	3,180,753
Public programs	10,543,994	-	-	-	-	-	10,543,994
Fisher Center for the Performing Arts	8,490,556	-	-	-	-	-	8,490,556
Levy Economics Institute	1,291,679	-		-	-	-	1,291,679
Auxiliary enterprises	15,103,569	5,242,798	510,472	1,188,729	40,351	-	22,085,919
Total operating expenses	167,124,256	22,260,278	6,760,842	5,637,841	172,028	-	201,955,245
Increase (decrease) in net assets from operations	**3,834**	**(30,643)**	**422,921**	**(136,880)**	**302,652**	**-**	**561,884**
NON-OPERATING ACTIVTY							
Investment loss, net of amounts designated for current operations	(2,766,476)	(400,000)	-	-	-	-	(3,166,476)
Foreign currency exchange loss	-	-	-	(58,186)	(142,541)	-	(200,727)
Profit distributions	2,738,856	-	-	-	(2,738,856)	-	-
Depreciation	(8,767,327)	(1,535,512)	(452,343)	(35,609)	(87,357)	-	(10,878,148)
Amortization	(18,895)	-	-	-	-	-	(18,895)
Net assets released from restrictions	21,052,530	-	1,037,043	1,769,196	-	-	23,858,769
Non-operating activity, net	12,238,688	(1,935,512)	584,700	1,675,401	(2,968,754)	-	9,594,523
Increase (decrease) in net assets without donor restriction	**$ 12,242,522**	**$ (1,966,155)**	**$ 1,007,621**	**$ 1,538,521**	**$ (2,666,102)**	**$ -**	**$ 10,156,407**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Activities - Continued

	Year Ended June 30, 2019						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
NET ASSETS WITHOUT DONOR RESTRICTIONS							
Increase in net assets from operations	$ 3,834	$ (30,643)	$ 422,921	$ (136,880)	$ 302,652	$ -	$ 561,884
Non-operating activity, net	12,238,688	(1,935,512)	584,700	1,675,401	(2,968,754)	-	9,594,523
Increase (decrease) in net assets without donor restrictions	12,242,522	(1,966,155)	1,007,621	1,538,521	(2,666,102)	-	10,156,407
NET ASSETS WITH DONOR RESTRICTIONS							
NON-OPERATING ACTIVTY							
Restricted contributions for land, buildings and equipment	220,615	59,952	114,391	-	-	-	394,958
Contributions for other specific purposes	24,429,799	1,205,340	886,422	-	-	-	26,521,561
Investment income, net of amounts designated for current operations	785,468	-	618,541	-	-	-	1,404,009
Distributions from Bard Endowment Trust	12,573,338	-	-	-	-	-	12,573,338
Change in value of beneficial interest in Bard Endowment Trust	(10,581,598)	-	-	-	-	-	(10,581,598)
Change in value of beneficial interest in Perpetual Trust	419,410	-	-	-	-	-	419,410
Net assets released from restrictions	(62,549,162)	(1,960,000)	(1,042,643)	(1,769,196)	-	-	(67,321,001)
Increase (decrease) in net assets with donor restrictions	(34,702,130)	(694,708)	576,711	(1,769,196)	-	-	(36,589,323)
CHANGE IN NET ASSETS	**(22,459,608)**	**(2,660,863)**	**1,584,332**	**(230,675)**	**(2,666,102)**	**-**	**(26,432,916)**
NET ASSETS, ***beginning of year***	286,021,798	26,753,781	22,036,925	2,460,361	6,273,347	-	343,546,212
NET ASSETS, ***end of year***	**$ 263,562,190**	**$ 24,092,918**	**$ 23,621,257**	**$ 2,229,686**	**$ 3,607,245**	**$ -**	**$ 317,113,296**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Cash Flows

	Year Ended June 30, 2020						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES							
Change in net assets	$ 76,153,654	$ (1,493,541)	$ 1,079,541	$ (131,017)	$ 1,993,115	$ (2,173,363)	$ 75,428,389
Adjustments to reconcile change in net assets to net cash and cash equivalents provided (used) by operating activities							
Pledges receivable, net	(110,453,530)	(12,039)	-	-	-	-	(110,465,569)
Depreciation	8,819,510	1,499,567	584,125	96,013	81,950	-	11,081,165
Amortization	75,561	-	-	-	-	-	75,561
Contributions to endowment and facilities	(1,625,760)	-	-	-	-	-	(1,625,760)
Investment income	(2,320,532)	-	(550,492)	-	-	-	(2,871,024)
Change in value of beneficial interest in Bard Endowment Trust	3,252,729	-	-	-	-	-	3,252,729
Change in value of beneficial interest in Perpetual Trust	(145,380)	-	-	-	-	-	(145,380)
Foreign currency exchange gain	-	-	-	36,847	32,162	-	69,009
Gain on disposal of property	-	-	-	-	(2,173,363)	2,173,363	-
(Increase) decrease in							
Accounts receivable	(1,442,368)	(211,518)	9,333	(178,101)	-	-	(1,822,654)
Prepaid expenses	1,674,783	1,351,103	26,333	37,285	3,191	(1,883,261)	1,209,434
Other receivable, related party	-	-	-	(383,843)	(285,073)	668,916	-
Other assets	-	-	-	(394,022)	-	-	(394,022)
Increase (decrease) in							
Accounts payable and accrued expenses	(2,639,590)	(358,907)	19,351	898,993	415,777	1,214,345	(450,031)
Deferred revenues	(6,698,489)	(597,173)	(166,493)	53,281	-	-	(7,408,874)
Deferred grant revenue	-	-	-	-	-	-	-
	(35,349,412)	**177,492**	**1,001,698**	**35,436**	**67,759**	**-**	**(34,067,027)**
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES							
Student loans receivable, net	190,497	81,360	-	-	-	-	271,857
Proceeds from sales and maturities of investments	25,425,747	149,100	185,286	-	-	-	25,760,133
Purchases of investments	(23,814,205)	-	-	-	-	-	(23,814,205)
Purchase of land, buildings, and equipment	(3,016,285)	(642,466)	(725,573)	(1,905,784)	-	-	(6,290,108)
	(1,214,246)	**(412,006)**	**(540,287)**	**(1,905,784)**	**-**	**-**	**(4,072,323)**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Cash Flows - Continued

	Year Ended June 30, 2020						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
	(1,214,246)	(412,006)	(540,287)	(1,905,784)	-	-	(4,072,323)
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES							
Payments received on pledges receivable	13,516,120	507,271	-	-	-	-	14,023,391
Proceeds from lines of credit	9,000,000	-	599,464	-	-	-	9,599,464
Payments on lines-of-credit	-	-	-	-	-	-	-
Deposits made to bond trustees	(3,473)	-	-	-	-	-	(3,473)
Payments made on legal provision liability	(800,000)	-	-	-	-	-	(800,000)
Principal payments on long-term debt	(4,859,246)	(501,644)	-	(275,155)	(36,945)	-	(5,672,990)
Proceeds from the issuance of long-term debt	20,000,000		-	1,621,164	-	-	21,621,164
Debt issuance costs paid	-		-	-	-	-	-
Change in refundable U.S. Government student loans	(205,389)	(90,698)	-	-	-	-	(296,087)
Contributions to endowment and facilities	1,625,760	-	-	-	-	-	1,625,760
	38,273,772	**(85,071)**	**599,464**	**1,346,009**	**(36,945)**	**-**	**40,097,229**
Effects of exchange rate changes on cash and cash equivalents	**-**		**-**	**(36,847)**	**(32,162)**	**-**	**(69,009)**
Net increase (decrease) in cash and cash equivalents	**1,710,114**	**(319,585)**	**1,060,875**	**(561,186)**	**(1,348)**	**-**	**1,888,870**
CASH AND CASH EQUIVALENTS, ***beginning of year***	3,285,717	428,157	123,880	697,122	34,250	-	4,569,126
CASH AND CASH EQUIVALENTS, ***end of year***	**$ 4,995,831**	**$ 108,572**	**$ 1,184,755**	**$ 135,936**	**$ 32,902**	**$ -**	**$ 6,457,996**
SUPPLEMENTARY CASH FLOW INFORMATION							
Cash paid during the year for							
Interest	$ 9,365,134	$ 451,543	$ 4,573	$ 120,235	$ 8,766	$ -	$ 9,950,251
Non cash activity							
Transfer of property	2,738,856	-	-	-	(2,738,856)	-	-
Line of credit converted to long term debt	-	2,400,000	-	-	-	-	2,400,000

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Cash Flows

	Year Ended June 30, 2019						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES							
Change in net assets	$ (22,459,608)	$ (2,660,863)	$ 1,584,332	$ (230,675)	$ (2,666,102)	$ -	$ (26,432,916)
Adjustments to reconcile change in net assets to net cash and cash equivalents provided (used) by operating activities							
Pledges receivable, net	(6,749,675)	(959,597)	-	-	-	-	(7,709,272)
Depreciation	8,767,327	1,535,512	452,343	35,609	87,357	-	10,878,148
Amortization	18,895	-	-	-	-	-	18,895
Contributions to endowment and facilities	(8,443,805)	(87,375)	(107,100)	-	-	-	(8,638,280)
Investment income	371,313	(59,365)	(628,742)	-	-	-	(316,794)
Change in value of beneficial interest in Bard Endowment Trust	10,581,598	-	-	-	-	-	10,581,598
Change in value of beneficial interest in Perpetual Trust	(419,410)	-	-	-	-	-	(419,410)
Foreign currency exchange loss	-	-	-	(58,186)	(142,541)	-	(200,727)
Gain on disposal of property	-	-	-	-	-	-	-
(Increase) decrease in							
Accounts receivable	(3,433,439)	225,583	(82,771)	67,481	-	-	(3,223,146)
Prepaid expenses	(1,146,499)	(442,681)	(50,548)	(55,724)	50,173	892,517	(752,762)
Other receivable, related party	-	-	-	406,508	(373,302)	(33,206)	-
Other assets	-	-	-	-	-	-	-
Increase (decrease) in							
Accounts payable and accrued expenses	(2,533,258)	3,025,825	(26,773)	668,819	2,782,070	(859,311)	3,057,372
Deferred revenues	(813,890)	(52,351)	397,113	(19,603)	-	-	(488,731)
Deferred grant revenue	(1,625,000)	-	-	-	-	-	(1,625,000)
	(27,885,451)	**524,688**	**1,537,854**	**814,229**	**(262,345)**	**-**	**(25,271,025)**
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES							
Student loans receivable, net	247,684	74,210	-	-	-	-	321,894
Proceeds from sales and maturities of investments	30,823,749	1,001,100	-	-	-	-	31,824,849
Purchases of investments	(30,434,389)	-	(100,000)	-	-	-	(30,534,389)
Purchase of land, buildings, and equipment	(2,946,829)	(576,107)	(1,362,401)	(1,923,450)	-	-	(6,808,787)
	(2,309,785)	**499,203**	**(1,462,401)**	**(1,923,450)**	**-**	**-**	**(5,196,433)**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Cash Flows - Continued

	Year Ended June 30, 2019						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
	(2,309,785)	**499,203**	**(1,462,401)**	**(1,923,450)**	**-**	**-**	**(5,196,433)**
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES							
Payments received on pledges receivable	2,149,503	-	-	-	-	-	2,149,503
Proceeds from lines of credit	-	-	-	-	-	-	-
Payments on lines-of-credit	(15,000,000)	-	(450,000)	-	-	-	(15,450,000)
Deposits made to bond trustees	879,183	-	-	-	-	-	879,183
Payments made on legal provision liability	(800,000)	-	-	-	-	-	(800,000)
Principal payments on long-term debt	(6,595,478)	(1,338,261)	-	-	(41,623)	-	(7,975,362)
Proceeds from the issuance of long-term debt	42,483,238	478,136	-	1,571,396	-	-	44,532,770
Debt issuance costs paid	(396,034)	-	-	-	-	-	(396,034)
Change in refundable U.S. Government student loans	-	(3,977)		-	-	-	(3,977)
Contributions to endowment and facilities	8,443,805	87,375	107,100	-	-	-	8,638,280
	31,164,217	**(776,727)**	**(342,900)**	**1,571,396**	**(41,623)**	**-**	**31,574,363**
Effects of exchange rate changes on cash and cash equivalents	**-**			**58,186**	**289,713**	**-**	**347,899**
Net increase (decrease) in cash and cash equivalents	**968,981**	**247,164**	**(267,447)**	**520,361**	**(14,255)**	**-**	**1,454,804**
CASH AND CASH EQUIVALENTS, ***beginning of year***	2,316,736	180,993	391,327	176,761	48,505	-	3,114,322
CASH AND CASH EQUIVALENTS, ***end of year***	**$ 3,285,717**	**$ 428,157**	**$ 123,880**	**$ 697,122**	**$ 34,250**	**$ -**	**$ 4,569,126**
SUPPLEMENTARY CASH FLOW INFORMATION							
Cash paid during the year for							
Interest	$ 9,604,181	$ 488,074	$ 6,344	$ 34,771	$ 6,831	$ -	$ 10,140,201

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Functional Expenses - Bard College

Year Ended June 30, 2020

	Instruction	Academic Support	Student Services	Institutional Support- Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ 49,343,074	$ 5,447,649	$ 5,729,870	$ 9,243,497	$ 2,200,335	$ 4,040,534	$ 1,964,476	$ 808,141	$ 2,769,231	$ 81,546,807
Student payroll	2,728,859	233,821	542,553	64,706	9,396	211,984	169,763	6,328	442,330	4,409,740
Benefits	15,473,802	2,008,055	2,082,121	3,121,437	718,711	1,071,765	449,508	265,157	1,245,436	26,435,992
Operating supplies	9,954,539	1,387,887	567,001	626,585	254,733	798,959	1,187,957	54,469	770,746	15,602,876
Travel and related expenses	2,591,160	55,552	642,804	198,469	274,219	327,351	336,013	116,405	5,438,292	9,980,265
Utilities	25,674	-	14,556	76,970	-	16,130	-	-	1,111,705	1,245,035
Insurance	53,594	-	-	736,268	-	39,484	-	-	46,883	876,229
Interest	1,010,424	330,331	408,056	194,312	-	-	3,238,538	-	4,071,305	9,252,966
Maintenance and operations	7,028,010	2,297,618	2,838,235	1,351,540	-	-	638,070	-	-	14,153,473
Professional services	3,229,851	93,680	420,740	1,219,742	21,296	1,447,571	1,627,403	38,015	72,226	8,170,524
Rent and lease expense	946,984	-	590,304	1,500	-	79,930	-	-	4,116	1,622,834
	92,385,971	11,854,593	13,836,240	16,835,026	3,478,690	8,033,708	9,611,728	1,288,515	15,972,270	173,296,741
Depreciation and amortization	2,172,447	524,044	622,433	392,728	-	-	1,970,950	-	3,212,469	8,895,071
	$ 94,558,418	$ 12,378,637	$ 14,458,673	$ 17,227,754	$ 3,478,690	$ 8,033,708	$ 11,582,678	$ 1,288,515	$ 19,184,739	$ 182,191,812

Year Ended June 30, 2019

	Instruction	Academic Support	Student Services	Institutional Support- Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ 46,243,490	$ 5,774,110	$ 5,451,568	$ 9,726,178	$ 1,391,953	$ 4,342,251	$ 1,644,802	$ 829,710	$ 2,818,284	$ 78,222,346
Student payroll	2,662,803	275,628	607,959	63,466	10,153	238,501	213,026	9,046	66,548	4,147,130
Benefits	11,890,380	1,799,786	1,717,023	3,502,058	409,550	875,719	313,291	251,633	1,086,410	21,845,850
Operating supplies	8,124,234	1,201,805	818,448	487,236	355,094	3,298,462	1,097,795	61,432	667,029	16,111,535
Travel and related expenses	3,453,792	71,430	763,382	227,679	53,135	390,244	415,261	99,308	5,261,921	10,736,152
Utilities	8,206	7,018	16,092	114,984	-	14,888	1,425	1,280	1,279,365	1,443,258
Insurance	53,156	-	-	715,201	-	59,246	-	-	46,883	874,486
Interest	864,269	282,549	349,032	1,898,076	-	-	2,770,091	-	3,482,401	9,646,418
Maintenance and operations	6,770,953	2,237,948	2,690,082	1,424,210	-	129	653,133	-	388,775	14,165,230
Professional services	4,343,569	23,138	314,560	815,565	3,840	1,300,932	1,360,930	26,715	2,261	8,191,510
Rent and lease expense	929,174	8,464	640,819	101,213	-	23,622	20,802	12,555	3,692	1,740,341
	85,344,026	11,681,876	13,368,965	19,075,866	2,223,725	10,543,994	8,490,556	1,291,679	15,103,569	167,124,256
Depreciation and amortization	2,145,863	517,632	614,816	387,663	-	-	1,946,832	-	3,173,416	8,786,222
	$ 87,489,889	$ 12,199,508	$ 13,983,781	$ 19,463,529	$ 2,223,725	$ 10,543,994	$ 10,437,388	$ 1,291,679	$ 18,276,985	$ 175,910,478

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Functional Expenses - Simon's Rock

Year Ended June 30, 2020

	Instruction	Academic Support	Student Services	Institutional Support-Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ 4,122,687	$ 1,147,348	$ 1,738,897	$ 1,630,829	$ 284,241	$ -	$ -	$ -	$ 856,422	$ 9,780,424
Student payroll	26,716	91,882	71,986	15,605	1,737	-	-	-	74,728	282,654
Benefits	1,330,424	382,885	570,893	526,925	96,421	-	-	-	245,541	3,153,089
Operating supplies	143,383	131,779	454,614	708,854	39,940	-	-	-	141,354	1,619,924
Travel and related expenses	10,064	18,068	99,548	32,647	2,678	-	-	-	1,399,080	1,562,085
Utilities	311,046	97,757	185,189	199,718	31,133	-	-	-	150,650	975,493
Insurance	-	-	6,989	302,402	-	-	-	-	-	309,391
Interest	190,399	59,840	113,359	60,324	19,057	-	-	-	92,217	535,196
Maintenance and operations	531,176	166,941	316,250	341,061	53,166	-	-	-	257,267	1,665,861
Professional services	50,010	8,114	185,950	413,254	130,572	-	-	-	-	787,900
Rent and lease expense	8,175	8,662	259,687	99,900	-	-	-	-	39,446	415,870
	6,724,080	2,113,276	4,003,362	4,331,519	658,945	-	-	-	3,256,705	21,087,887
Depreciation and amortization	478,152	150,276	284,680	307,015	47,859	-	-	-	231,585	1,499,567
	$ 7,202,232	$ 2,263,552	$ 4,288,042	$ 4,638,534	$ 706,804	-	-	-	$ 3,488,290	$ 22,587,454

Year Ended June 30, 2019

	Instruction	Academic Support	Student Services	Institutional Support-Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ 3,966,236	$ 1,166,694	$ 1,821,019	$ 2,087,451	$ 365,331	$ -	$ -	$ -	$ 1,262,292	$ 10,669,023
Student payroll	58,279	161,242	88,243	34,302	1,826	-	-	-	77,317	421,209
Benefits	1,331,484	386,335	562,125	803,501	124,309	-	-	-	380,066	3,587,820
Operating supplies	76,839	89,108	198,561	153,765	20,402	-	-	-	216,866	755,541
Travel and related expenses	56,325	17,437	152,408	29,007	12,786	-	-	-	15,738	283,701
Utilities	253,302	83,796	145,915	190,752	25,081	-	-	-	215,302	914,148
Insurance	26,547	8,782	19,382	91,893	2,629	-	-	-	22,564	171,797
Interest	134,893	44,625	77,705	311,170	13,356	-	-	-	114,657	696,406
Maintenance and operations	116,543	38,210	442,116	453,594	34,667	-	-	-	1,006,055	2,091,185
Professional services	96,573	17,756	43,813	336,651	17,265	-	-	-	1,795,309	2,307,367
Rent and lease expense	51,096	26,528	1,859	145,940	26	-	-	-	136,632	362,081
	6,168,117	2,040,513	3,553,146	4,638,026	617,678	-	-	-	5,242,798	22,260,278
Depreciation and amortization	425,476	140,754	245,096	320,410	42,128	-	-	-	361,648	1,535,512
	$ 6,593,593	$ 2,181,267	$ 3,798,242	$ 4,958,436	$ 659,806	$ -	$ -	$ -	$ 5,604,446	$ 23,795,790

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Functional Expenses - Longy School of Music

Year Ended June 30, 2020

	Instruction	Academic Support	Student Services	Institutional Support-Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ 2,130,463	$ 629,140	$ 324,547	$ 1,284,493	$ 69,736	$ -	$ -	$ -	$ -	$ 4,438,379
Student payroll	2,512	57,467	2,632	11,996	-	-	-	-	-	74,607
Benefits	237,295	113,102	58,060	298,482	12,553	-	-	-	-	719,492
Operating supplies	81,570	200,131	144,245	586,917	6,965	-	-	-	-	1,019,828
Travel and related expenses	38,865	58,647	45,118	35,370	5,000	-	-	-	-	183,000
Utilities	-	-	-	-	-	-	-	-	-	-
Insurance	-	-	-	85,320	-	-	-	-	-	85,320
Interest	1,711	701	384	1,777	-	-	-	-	-	4,573
Maintenance and operations	186,799	76,500	41,888	193,937	-	-	-	-	-	499,124
Professional services	59,329	(4,661)	4,385	270,379	10,000	-	-	-	-	339,432
Rent and lease expense	31,915	-	-	1,176	-	-	-	-	-	33,091
	2,770,459	1,131,027	621,259	2,769,847	104,254	-	-	-	-	7,396,846
Depreciation and amortization	239,491	192,761	29,206	122,667	-	-	-	-	-	584,125
	$ 3,009,950	$ 1,323,788	$ 650,465	$ 2,892,514	$ 104,254	$ -	$ -	$ -	$ -	$ 7,980,971

Year Ended June 30, 2019

	Instruction	Academic Support	Student Services	Institutional Support-Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ 1,897,503	$ 558,845	$ 305,398	$ 966,564	$ 208,527	$ -	$ -	$ -	$ 186,301	$ 4,123,138
Student payroll	928	91,402	3,029	7,473	42	-	-	-	19,611	122,485
Benefits	402,335	98,491	52,453	36,914	48,223	-	-	-	32,666	671,082
Operating supplies	75,435	168,211	96,900	471,721	59,152	-	-	-	78,622	950,041
Travel and related expenses	36,838	58,107	19,874	103,576	20,994	-	-	-	65	239,454
Utilities	-	-	-	-	-	-	-	-	66,655	66,655
Insurance	-	-	-	60,577	-	-	-	-	-	60,577
Interest	-	-	-	6,334	-	-	-	-	-	6,334
Maintenance and operations	4,989	1,755	-	-	-	-	-	-	124,327	131,071
Professional services	9,875	21,750	-	334,503	2,412	-	-	-	-	368,540
Rent and lease expense	6,700	-	-	12,540	-	-	-	-	2,225	21,465
	2,434,603	998,561	477,654	2,000,202	339,350	-	-	-	510,472	6,760,842
Depreciation and amortization	193,911	160,474	17,485	67,509	12,964	-	-	-	-	452,343
	$ 2,628,514	$ 1,159,035	$ 495,139	$ 2,067,711	$ 352,314	$ -	$ -	$ -	$ 510,472	$ 7,213,185

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Functional Expenses - Bard College Berlin

Year Ended June 30, 2020

	Instruction	Academic Support	Student Services	Institutional Support-Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ 2,043,394	$ 94,553	$ 280,915	$ 832,547	$ -	$ -	$ -	$ -	$ 272,402	$ 3,523,811
Student payroll	-	125,240	-	-	-	-	-	-	-	125,240
Benefits	324,876	53,708	44,662	132,365	-	-	-	-	43,309	598,920
Operating supplies	4,007	69,376	357,825	67,684	-	-	-	-	327,686	826,578
Travel and related expenses	52	13,859	35,821	12,366	-	-	-	-	-	62,098
Utilities	9,327	4,663	5,292	51,884	-	-	-	-	102,449	173,615
Insurance	-	-	-	37,004	-	-	-	-	-	37,004
Interest	-	-	-	-	-	-	-	-	39,706	39,706
Maintenance and operations	21,644	16,844	14,938	63,566	-	-	-	-	247,941	364,933
Professional services	279	139	139	168,547	-	-	-	-	5,529	174,633
Rent and lease expense	37,494	18,747	18,747	18,747	-	-	-	-	129,411	223,146
	2,441,073	397,129	758,339	1,384,710	-	-	-	-	1,168,433	6,149,684
Depreciation and amortization	-	-	-	96,013	-	-	-	-	-	96,013
	$ 2,441,073	$ 397,129	$ 758,339	$ 1,480,723	$ -	$ -	$ -	$ -	$ 1,168,433	$ 6,245,697

Year Ended June 30, 2019

	Instruction	Academic Support	Student Services	Institutional Support-Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ 1,739,487	$ 112,283	$ 231,746	$ 921,609	$ -	$ -	$ -	$ -	$ 252,178	$ 3,257,303
Student payroll	-	33,291	33,291	33,291	-	-	-	-	33,291	133,164
Benefits	315,296	17,903	41,054	146,339	-	-	-	-	44,714	565,306
Operating supplies	4,640	78,533	161,582	103,356	-	-	-	-	327,763	675,874
Travel and related expenses	957	23,835	49,952	18,205	-	-	-	-	-	92,949
Utilities	13,036	6,518	6,520	59,489	-	-	-	-	108,517	194,080
Insurance	-	-	-	34,332	-	-	-	-	-	34,332
Interest	-	-	-	34,771	-	-	-	-	-	34,771
Maintenance and operations	8,179	5,412	6,838	30,286	-	-	-	-	69,520	120,235
Professional services	3,297	5,450	1,648	72,122	-	-	-	-	6,593	89,110
Rent and lease expense	37,825	18,913	18,913	18,913	-	-	-	-	346,153	440,717
	2,122,717	302,138	551,544	1,472,713	-	-	-	-	1,188,729	5,637,841
Depreciation and amortization	-	-	-	35,609	-	-	-	-	-	35,609
	$ 2,122,717	$ 302,138	$ 551,544	$ 1,508,322	$ -	$ -	$ -	$ -	$ 1,188,729	$ 5,673,450

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Functional Expenses - Bard Real Estate

Year Ended June 30, 2020

	Instruction	Academic Support	Student Services	Institutional Support- Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Student payroll	-	-	-	-	-	-	-	-	-	-
Benefits	-	-	-	-	-	-	-	-	-	-
Operating supplies	-	-	-	1,002	-	-	-	-	-	1,002
Travel and related expenses	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	8,478	-	-	-	-	-	8,478
Insurance	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	7,645	-	-	-	-	-	7,645
Maintenance and operations	-	-	-	38,430	-	-	-	-	-	38,430
Professional services	-	-	-	332,334	-	-	-	-	120,282	452,616
Rent and lease expense	-	-	-	-	-	-	-	-	-	-
	-	-	-	387,889	-	-	-	-	120,282	508,171
Depreciation and amortization	-	-	-	81,950	-	-	-	-	-	81,950
	$ -	$ -	$ -	$ 469,839	$ -	$ -	$ -	$ -	$ 120,282	$ 590,121

Year Ended June 30, 2019

	Instruction	Academic Support	Student Services	Institutional Support- Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Student payroll	-	-	-	-	-	-	-	-	-	-
Benefits	-	-	-	-	-	-	-	-	-	-
Operating supplies	-	-	-	341	-	-	-	-	-	341
Travel and related expenses	-	-	-	-	-	-	-	-	-	-
Utilities	-	-	-	2,870	-	-	-	-	-	2,870
Insurance	-	-	-	-	-	-	-	-	-	-
Interest	-	-	-	6,831	-	-	-	-	-	6,831
Maintenance and operations	-	-	-	8,766	-	-	-	-	-	8,766
Professional services	-	-	-	112,869	-	-	-	-	40,351	153,220
Rent and lease expense	-	-	-	-	-	-	-	-	-	-
	-	-	-	131,677	-	-	-	-	40,351	172,028
Depreciation and amortization	-	-	-	87,357	-	-	-	-	-	87,357
	$ -	$ -	$ -	$ 219,034	$ -	$ -	$ -	$ -	$ 40,351	$ 259,385

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Financial Responsibility Ratios - Primary Reserve Ratio
Expendable Net Assets

Lines		**Primary Reserve Ratio:**		
		Expendable Net Assets:		
21	Statement of Financial Position- Net Assets without donor restrictions	Net Assets without donor restrictions		66,038,484
22	Statement of Financial Position- Net Assets with donor restrictions	Net Assets with donor restrictions		326,503,201
7	Statement of Financial Position- Related party receivable, net and related party note	Secure and Unsecured Related party receivable	3,141,211	
7	Statement of Financial Position- Related party receivable, net and related party note	Unsecured Related party receivable		-
11	Statement of Financial Position- Property, Plant and Equipment, net	Property, Plant and Equipment, net (includes construction in progress)	296,391,956	
Supplementary Information for PPE, line A	Supplementary Information - Property, Plant and Equipment, net- Pre-implementation	Property, Plant and Equipment, net- Pre-implementation		283,469,025
Supplementary Information for PPE, line B	Supplementary Information - Property, Plant and Equipment- post implementation with outstanding debt for original purchase	Property, Plant and Equipment, net-Post implementation with outstanding debt for original purchase		4,232,350
Supplementary Information for PPE, line D	Supplementary Information - Property, Plant and Equipment - Post implementation without outstanding debt for original purchase	Property, Plant and Equipment- Post-implementation without outstanding debt for original purchase		2,872,565
FS Note 6, Line 9	Notes to the Financial Statements Statement of Financial Position - Construction in progress	Construction in progress		5,818,016
FS Note 8, lines 7 and 15	Notes to the Financial Statements Statement of Financial Position- Bond issuance costs	Intangible assets		1,085,266
19	Statement of Financial Position- Notes payable and line of credit or long term purposes (both current and long term) and Line of Credit for Construction in Progress	Long Term Debt - for long term purposes	222,106,337	
Supplementary Information for Long Term Debt, line 1	Supplementary Information - Long Term Debt- Notes payable and line of credit or long term purposes (both current and long term) and Line of Credit for Construction in Progress	Long Term Debt - for long term purposes pre-implementation		196,161,618

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Financial Responsibility Ratios - Primary Reserve Ratio
Expendable Net Assets - Continued

Lines		**Primary Reserve Ratio:**		
		Expendable Net Assets:		
Supplementary Information for Long Term Debt, line 2	Supplementary Information - Long Term Debt- Notes payable and line of credit or long term purposes (both current and long term) and Line of Credit for Construction in Progress	Long Term Debt - for long term purposes post-implementation, for purchase of Property, plant and equipment		1,537,570
Supplementary Information for Long Term Debt, line 8	Supplementary Information - Long Term Debt- Notes payable and line of credit or long term purposes (both current and long term) and Line of Credit for Construction in Progress	Long Term Debt - for long term purposes post-implementation, nor for purchase of Property, plant and equipment		24,407,149
Supplementary Information for LTD, line 7	Supplementary Information - Long Term Debt- Notes payable and line of credit or long term purposes (both current and long term) and Line of Credit for Construction in Progress	Line of credit for Construction in Progress		-
FS Note 9, lines 9 and 10	Notes to the Financial Statements - Perpetual Funds	Net Assets with donor restrictions; Restricted in Perpetuity		100,806,838

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Financial Responsibility Ratios - Primary Reserve Ratio
Expendable Net Assets - Additional Disclosures

Supplementary Information for PPE

A.	Pre-Implementation Property, Plant and Equipment		283,469,025
B.	Post- Implementation Propery, Plant and Equipment		4,232,350
	Land and related improvements		
	Buildings and improvements	4,192,402	
	Furniture and equipment	39,948	
	Library books and media		
	Musical instruments		
C.	Construction in progress		5,818,016
D.	Post- Implementation Propery, Plant and Equipment		2,872,565
	Total		292,159,606

Supplementary Information for Long Term Debt

A.	Pre-Implementation Long Term Debt		196,161,618
B.	Allowable Post Implementation Long Term Debt		1,537,570
	Land and related improvements		
	Buildings and improvements	1,503,575.00	
	Furniture and equipment	33,995.00	-
	Library books and media		
	Musical instruments		
C.	Construction in progress- Debt		-
D.	Long Term debt not for the purchase of Property, Plant and Equipment or liability greater than asset value		24,407,149
	Total		222,106,337

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Financial Responsibility Ratios - Primary Reserve Ratio
Total Expenses and Losses

Lines		**Primary Reserve Ratio:**		
		Total Expenses and Losses:		
20,29,30	Statement of Activities Total Operating Expenses	Total Expenses without donor restrictions		219,596,055
8, 24,28	Statement of Activities- Non Operating (Investment Income, designated for current operations), (Investment loss, net of amounts designated for current operations), (Foreign currency loss)	Non-operating and Net Investment gain		1,415,039
24, 28	Statement of Activities- Non Operating (Investment Income, designated for current operations), (Investment loss, net of amounts designated for current operations)	Net Investment gain		1,484,048

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Financial Responsibility Ratios - Equity Ratio & Net Income Ratio

Lines		**Equity Ratio:**		
		Modified Net Assets:		
21	Statement of Financial Position- Net Assets without donor restrictions	Net Assets without donor restrictions		66,038,484
22	Statement of Financial Position- Net Assets with donor restrictions	Net Assets with donor restrictions	-	326,503,201
FS Note 8, lines 7 and 15	Notes to the Fianancial Statements Statement of Financial Position- Bond issuance costs	Intangible assets		1,085,266
7	Statement of Financial Position- Related party receivable, net and related party note	Secure and Unsecured Related party receivable	3,141,211	
7	Statement of Financial Position- Related party receivable, net and related party note	Unsecured Related party receivable		-

Lines		**Equity Ratio:**		
		Modified Assets		
13	Statement of Financial Position	Total Assets		668,346,247
FS Note 8, lines 7 and 15	Notes to the Fianancial Statements Statement of Financial Position- Bond issuance costs	Intangible assets		1,085,266
7	Statement of Financial Position- Related party receivable, net and related party note	Secure and Unsecured Related party receivable	3,141,211	
7	Statement of Financial Position- Related party receivable, net and related party note	Unsecured Related party receivable		-

Lines		**Net Income Ratio**	
33	Statement of Activites- Change in net Assets without Donor Restrictions	**Change in net Assets without Donor Restrictions**	(10,376,354)
10,31	Statement of Activites- Total Operating Revenue and Net assets released from restriction	**Total Revenues and Gains**	209,307,956

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Financial Responsibility Ratios - Composite Score Calculation

Primary Reserve Ratio= Expandable Net Assets/	22+21-11-(7+15)-(SI 1 and SI 4)-(9+10)	191,956,813	0.874
Total Expenses and Losses without Donor Restrictions	(20+29+30)+(8+24+28)-(24+28)	219,527,046	

Equity Ratio= Modified Net Assets	22+21-(7+15)	391,456,419	0.587
Modified Assets	13-(7+15)	667,260,981	

Net Income Ratio= Change in net Asset without Donor			(0.050)
Restrictions	33	(10,376,354)	
Total Revenue and Gains without Donor Restriciotns	10+31	209,307,956	

Ratio	Ratio	Strength Factor	Weight	Composite Score
Primary Reserve Ratio	0.874	3.00	40%	1.20
Equity Ratio	0.587	3.00	40%	1.20
Net Income Ratio	(0.050)	(0.24)	20%	(0.05)
TOTAL- Composite Score- Rounded				2.35
				2.4

See Independent Auditor's Report.

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Bard College and Subsidiaries

Consolidated Financial Statements

Years Ended June 30, 2019 and 2018

Bard College and Subsidiaries

Consolidated Financial Statements

Years Ended June 30, 2019 and 2018

C O N T E N T S

Independent Auditor's Report

Board of Trustees
Bard College and Subsidiaries
Annandale-on-Hudson, New York

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Bard College and its subsidiaries, which comprise the consolidated statements of financial position as of June 30, 2019 and 2018, the related consolidated statements of activities and cash flows for the years then ended, the statement of functional expenses for the year June 30, 2019, and the related notes to the consolidated financial statements (collectively, 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 did not audit the financial statements of Bard College Berlin and Bard Real Estate, wholly-owned subsidiaries, whose statements when summed reflect total assets constituting 2.18% and 1.78%, respectively, of consolidated total assets at June 30, 2019 and 2018, and total revenues constituting 2.95% and 3.02%, respectively, of consolidated total revenues for the years then ended. Those statements were audited by other auditors whose reports have been furnished to us, and our opinion, insofar as it relates to the amounts included for Bard College Berlin and Bard Real Estate, is based solely on the reports of the other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. 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 entity'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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the 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, based on our audit and the reports of other auditors, the financial statements referred to above present fairly, in all material respects, the financial position of Bard College and its subsidiaries as

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Albany, NY / New York, NY

of June 30, 2019 and 2018, and the change in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Emphasis of Matter

As discussed in Note 2u to the financial statements, the financial statements as of and for the year ended June 30, 2018 have been restated. Our opinion is not modified with respect to this matter.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating information is presented for purposes of additional analysis rather than to present the financial position, change in net assets and cash flows of the individual organizations and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The consolidating information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, based on our audit and the reports of other auditors, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards,* we have also issued our report dated January 27, 2020, on our consideration of Bard College and its subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Bard College and its subsidiaries' internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Bard College and its subsidiaries' internal control over financial reporting and compliance.

Albany, New York
January 27, 2020

BST & Co. CPAs, LLP

BST
ACCOUNTING / TAX / ADVISORY

Bard College and Subsidiaries

Consolidated Statements of Financial Position

	June 30, 2019	June 30, 2018 (Restated)
ASSETS		
Cash and cash equivalents	$ 4,569,126	$ 3,114,322
Accounts receivable, net	8,228,417	5,005,271
Prepaid expenses and other assets	4,023,157	3,270,395
Pledges receivable, net	107,930,741	102,370,972
Student loans receivable, net	1,558,332	1,880,226
Investments	23,585,518	24,559,184
Other receivable, related party	3,141,211	3,141,211
Deposits with bond trustees	4,208,412	5,087,595
Beneficial interest in Bard Endowment Trust	107,224,064	117,805,662
Beneficial interest in Perpetual Trust	9,362,534	8,943,124
Land, buildings, and equipment, net	301,195,724	305,431,152
Other assets	1,235,126	1,235,126
TOTAL ASSETS	**$ 576,262,362**	**$ 581,844,240**
LIABILITIES		
Lines-of-credit	$ 2,400,000	$ 17,850,000
Accounts payable and accrued expenses	25,641,135	22,583,763
Deferred revenues	24,553,724	25,042,455
Deferred grant revenue	-	1,625,000
Refundable U.S. Government student loans	1,271,605	1,275,582
Legal provision liability	1,600,000	2,400,000
Long-term debt, net of related financing costs	203,682,602	167,521,228
Total liabilities	259,149,066	238,298,028
COMMITMENTS AND CONTINGENCIES		
NET ASSETS		
Without donor restriction	76,414,838	66,258,431
With donor restriction	240,698,458	277,287,781
Total net assets	317,113,296	343,546,212
TOTAL LIABILITIES AND NET ASSETS	**$ 576,262,362**	**$ 581,844,240**

See accompanying Notes to Consolidated Financial Statements.

Bard College and Subsidiaries

Consolidated Statement of Activities

	Year Ended June 30, 2019		
	Without Donor Restriction	With Donor Restriction	Total
OPERATING REVENUES AND SUPPORT			
Tuition and fees	$ 150,042,322	$ -	$ 150,042,322
Less scholarships and financial aid	(80,251,575)	-	(80,251,575)
Net tuition and fees	69,790,747	-	69,790,747
Gifts and donations	40,630,721	-	40,630,721
Federal and state grants	3,027,627	-	3,027,627
Other revenue	14,365,470	-	14,365,470
Auxiliary enterprises	29,874,317	-	29,874,317
Investment income designated for current operations	1,366,015	-	1,366,015
Net assets released from restrictions	43,462,232	-	43,462,232
Total operating revenues and support	202,517,129	-	202,517,129
OPERATING EXPENSES			
Instruction	96,069,463	-	96,069,463
Academic support	15,023,088	-	15,023,088
Student services	17,951,309	-	17,951,309
Institutional support - Administrative	27,318,484	-	27,318,484
Institutional support - Fundraising	3,180,753	-	3,180,753
Public programs	10,543,994	-	10,543,994
Fisher Center for the Performing Arts	8,490,556	-	8,490,556
Levy Economics Institute	1,291,679	-	1,291,679
Auxiliary enterprises	22,085,919	-	22,085,919
Total operating expenses	201,955,245	-	201,955,245
Increase in net assets from operations	**561,884**	**-**	**561,884**
NON-OPERATING ACTIVITY			
Restricted contributions for land, buildings, and equipment	-	394,958	394,958
Contributions for other specific purposes	-	26,521,561	26,521,561
Investment income (loss), net of amounts designated for current operations	(3,166,476)	1,404,009	(1,762,467)
Change in value of beneficial interest in Perpetual Trust	-	419,410	419,410
Distributions from Bard Endowment Trust	-	12,573,338	12,573,338
Change in value of beneficial interest in Bard Endowment Trust	-	(10,581,598)	(10,581,598)
Foreign currency exchange loss	(200,727)	-	(200,727)
Depreciation	(10,897,043)	-	(10,897,043)
Net assets released from restrictions	23,858,769	(67,321,001)	(43,462,232)
Non-operating activity, net	9,594,523	(36,589,323)	(26,994,800)
CHANGE IN NET ASSETS	**10,156,407**	**(36,589,323)**	**(26,432,916)**
NET ASSETS, ***beginning of year***	66,258,431	277,287,781	343,546,212
NET ASSETS, ***end of year***	**$ 76,414,838**	**$ 240,698,458**	**$ 317,113,296**

See accompanying Notes to Consolidated Financial Statements.

Bard College and Subsidiaries

Consolidated Statement of Activities

	Year Ended June 30, 2018		
	Without Donor Restrictions	With Donor Restrictions	Total
OPERATING REVENUES AND SUPPORT			
Tuition and fees	$ 149,824,393	$ -	$ 149,824,393
Less scholarships and financial aid	(75,825,896)	-	(75,825,896)
Net tuition and fees	73,998,497	-	73,998,497
Gifts and donations	50,380,481	-	50,380,481
Federal and state grants	3,207,479	-	3,207,479
Other revenue	12,364,551	-	12,364,551
Auxiliary enterprises	29,513,386	-	29,513,386
Investment income designated for current operations	3,133,658	-	3,133,658
Net assets released from restrictions	25,194,159	-	25,194,159
Total operating revenues and support	197,792,211	-	197,792,211
OPERATING EXPENSES			
Instruction	94,759,713	-	94,759,713
Academic support	15,505,757	-	15,505,757
Student services	18,408,894	-	18,408,894
Institutional support - Administrative	27,026,906	-	27,026,906
Institutional support - Fundraising	3,128,682		3,128,682
Public programs	9,286,648	-	9,286,648
Fisher Center for the Performing Arts	7,459,068	-	7,459,068
Levy Economics Institute	1,004,743	-	1,004,743
Auxiliary enterprises	20,834,085	-	20,834,085
Total operating expenses	197,414,496	-	197,414,496
Increase in net assets from operations	**377,715**	**-**	**377,715**
NON-OPERATING ACTIVITY			
Restricted contributions for land, buildings, and equipment	-	476,357	476,357
Contributions for other specific purposes	-	19,060,073	19,060,073
Investment income (loss), net of amounts designated for current operations	(418,744)	907,975	489,231
Change in value of beneficial interest in Perpetual Trust	-	494,324	494,324
Distributions from Bard Endowment Trust	-	7,627,366	7,627,366
Change in value of beneficial interest in Bard Endowment Trust	-	(2,450,336)	(2,450,336)
Foreign currency exchange gain	90,104	-	90,104
Berlin Investment	(1,455,426)	-	(1,455,426)
Depreciation	(10,744,443)	-	(10,744,443)
Net assets released from restrictions	6,190,615	(31,384,774)	(25,194,159)
Non-operating activity, net	(6,337,894)	(5,269,015)	(11,606,909)
CHANGE IN NET ASSETS	**(5,960,179)**	**(5,269,015)**	**(11,229,194)**
NET ASSETS, ***beginning of year, as originally stated***	62,765,856	292,009,550	354,775,406
Restatement of net assets	9,452,754	(9,452,754)	-
NET ASSETS, ***beginning of year, as restated***	72,218,610	282,556,796	354,775,406
NET ASSETS, ***end of year***	**$ 66,258,431**	**$ 277,287,781**	**$ 343,546,212**

See accompanying Notes to Consolidated Financial Statements.

Bard College and Subsidiaries

Consolidated Statement of Functional Expenses

	Year Ended June 30, 2019									
	Instruction	Academic Support	Student Services	Institutional Support- Administrative	Institutional Support - Fundraising	Public Programs	Fisher Center for the Performing Arts	Levy Economics Institute	Auxiliary	Total
Payroll	$ 53,846,716	$ 7,611,932	$ 7,809,732	$ 13,701,802	$ 1,965,811	$ 4,342,251	$ 1,644,802	$ 829,710	$ 4,519,055	$ 96,271,811
Student payroll	2,722,010	561,563	732,522	138,532	12,021	238,501	213,026	9,046	196,767	4,823,988
Benefits	13,939,495	2,302,515	2,372,654	4,488,812	582,082	875,719	313,291	251,633	1,543,857	26,670,058
Operating supplies	8,281,149	1,537,657	1,275,490	1,216,420	434,647	3,298,462	1,097,795	61,432	1,290,280	18,493,332
Travel and related expenses	3,547,912	170,809	985,617	378,464	86,916	390,244	415,261	99,308	5,277,724	11,352,255
Utilities	274,544	97,332	168,527	368,095	25,081	14,888	1,425	1,280	1,669,839	2,621,011
Insurance	79,703	8,782	19,382	902,003	2,629	59,246	-	-	69,447	1,141,192
Interest	999,161	327,174	426,737	2,257,183	13,356	-	2,770,091	-	3,597,057	10,390,759
Maintenance and operations	6,900,664	2,283,325	3,139,036	1,916,856	34,667	129	653,133	-	1,588,677	16,516,487
Professional services	4,453,314	68,094	360,021	1,671,711	23,517	1,300,932	1,360,930	26,715	1,844,514	11,109,748
Rent and lease expense	1,024,795	53,905	661,591	278,606	26	23,622	20,802	12,555	488,702	2,564,604
	96,069,463	15,023,088	17,951,309	27,318,484	3,180,753	10,543,994	8,490,556	1,291,679	22,085,919	201,955,245
Depreciation	2,765,250	818,860	877,397	898,548	55,092	-	1,946,832	-	3,535,064	10,897,043
	$ 98,834,713	$ 15,841,948	$ 18,828,706	$ 28,217,032	$ 3,235,845	$ 10,543,994	$ 10,437,388	$ 1,291,679	$ 25,620,983	$ 212,852,288

Functional Area Definitions:

- Instruction - expenses related to the core mission of education.
- Academic Support - expenses that support the instruction mission, for example the library.
- Student Services - expenses related to other student needs outside of education, for example health services and the gym.
- Institutional Support - general college operations, administrative staff costs, including insurance and legal expenses and fundraising efforts.
- Public Programs - programs that serve the community.
- Fisher Center - performing arts productions.
- Levy - Economic research program.
- Auxiliary - student housing and other programs that benefit the staff.

See accompanying Notes to Consolidated Financial Statements.

Bard College and Subsidiaries

Consolidated Statements of Cash Flows

	Years Ended June 30, 2019	Years Ended June 30, 2018
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES		
Change in net assets	$ (26,432,916)	$ (11,229,194)
Adjustments to reconcile change in net assets to net cash and cash equivalents provided (used) by operating activities		
Pledges receivable, net	(7,709,272)	(2,804,876)
Depreciation	10,897,043	10,744,443
Contributions to endowment and facilities	(8,638,280)	(39,465,462)
Investment income	(316,794)	(2,932,326)
Change in value of beneficial interest in Bard Endowment Trust	10,581,598	2,450,336
Change in value of beneficial interest in Perpetual Trust	(419,410)	(494,324)
Foreign currency exchange (gain) loss	(200,727)	90,104
(Increase) decrease in		
Accounts receivable	(3,223,146)	(371,749)
Prepaid expenses and other assets	(752,762)	(252,835)
Increase (decrease) in		
Accounts payable and accrued expenses	3,057,372	8,322,609
Deferred revenues	(488,731)	(2,911,841)
Deferred grant revenue	(1,625,000)	(154,400)
	(25,271,025)	**(39,009,515)**
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES		
Student loans receivable, net	321,894	(130,596)
Proceeds from sales and maturities of investments	31,824,849	21,712,596
Purchases of investments	(30,534,389)	(15,868,220)
Purchase of land, buildings, and equipment	(6,808,787)	(4,349,669)
	(5,196,433)	**1,364,111**
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES		
Payments received on pledges receivable	2,149,503	22,648,852
Payments on lines-of-credit	(15,450,000)	(4,900,000)
Deposits (made to) returned from bond trustees	879,183	(194,344)
Payments made on legal provision liability	(800,000)	(750,000)
Principal payments on long-term debt	(7,975,362)	(3,698,012)
Proceeds from the issuance of long-term debt	44,532,770	18,000,000
Debt issuance costs paid	(396,034)	-
Change in refundable U.S. Government student loans	(3,977)	(125,855)
Contributions to endowment and facilities	8,638,280	1,465,462
	31,574,363	**32,446,103**
Effects of exchange rate changes on cash and cash equivalents	**347,899**	**(90,103)**
Net increase (decrease) in cash and cash equivalents	**1,454,804**	**(5,289,404)**
CASH AND CASH EQUIVALENTS, *beginning of year*	3,114,322	8,403,726
CASH AND CASH EQUIVALENTS, *end of year*	**$ 4,569,126**	**$ 3,114,322**
SUPPLEMENTARY CASH FLOW INFORMATION		
Cash paid during the year for		
Interest	$ 10,140,201	$ 8,377,920
Noncash investing activity		
Long-term debt converted to contribution	-	38,000,000

See accompanying Notes to Consolidated Financial Statements.

Note 1 - Description of the College

Bard College (Bard), is a highly selective, not-for-profit, liberal arts college located ninety miles north of New York City in Annandale-on-Hudson, New York. Founded in 1860, Bard has grown from its small founding as St. Stephen's College to an educational innovator with a national and international footprint. Its curriculum and programming seek to inspire curiosity and a commitment to the link between higher education and civic participation. Students pursue a rigorous course of study reflecting varied traditions of scholarship, critical inquiry and original research.

Bard's approach to learning focuses on the individual, primarily through small group seminars and reflected in a student-to-faculty ratio of 9:1. Faculty maintain productive research pursuits and classroom excellence, as evident in the Princeton Review giving Bard its top ranking for classroom experience.

Bard's reach goes well beyond its main Hudson Valley campus and is summarized in its commitment as "a private institution in the public interest." Bard acts at the intersection of education and civil society. Through its undergraduate college, distinctive graduate programs, its commitment to the fine and performing arts, and its network of international dual-degree partnerships, public early colleges, prison education initiatives, and civic engagement program, Bard offers unique opportunities for students and faculty to study, experience, and realize the principle that higher education can and should operate in the public interest.

Founded as St. Stephen's College in 1860 to train men for the clergy, the college merged with Columbia in 1928 and was renamed "Bard College" in honor of its founder, John Bard. The college split with Columbia in 1948 after its decision to admit women, which Columbia viewed as a conflict due to its ownership of Barnard. In 1979, Bard assumed control and ownership of Simon's Rock Early College (now called Bard College at Simon's Rock) (Simon's Rock), a standalone subsidiary of Bard that is located in Great Barrington, Massachusetts. The acquisition of Simon's Rock brought an institutional focus on delivering rigorous education to younger students, which was the genesis of Bard's national Early College network, which now offers college to high school aged students in seven cities.

Through the late 1990s and early 2000s, Bard established a series of international Honors Colleges that offer dual degrees in areas where liberal arts education is a rarity. The national and international efforts of the institution have expanded both its donor base and recruitment pool, allowing Bard to grow in ways not typically observed in higher education. The education model has been supported by a unique financial model in which the "living endowment" (being its Board members and key donors) have endorsed and funded its growth.

In 2011, Bard acquired two unique institutions: the Longy School of Music (Longy), a conservatory flanked by Harvard in Cambridge, Massachusetts (a subsidiary of Bard) and the European College of Liberal Arts, (Bard College Berlin), a small university in Berlin, Germany. As part of its Berlin operation, Bard acquired Bard Real Estate GmbH, a German entity holding title to many of Bard College Berlin's land and buildings. Bard College Berlin and Bard Real Estate GmbH are both subsidiaries of Bard.

During the year ended June 30, 2019, the College formed a limited liability company (Bard RE, LLC) to enter into a joint-venture with a New York City based development firm with experience building student housing abroad, including in Berlin. The expressed aim of the partnership, of which Bard maintains majority ownership interest of 51%, is to build apartment housing on the campus of Bard College Berlin. There was no financial activity during the year ended June 30, 2019. Since July 1, 2019, the project has commenced, and costs have been incurred. Bard RE, LLC is subject to the same budget limits and oversight as other arms of the College.

Note 1 - Description of the College - Continued

With its main campus serving roughly 2,000 undergraduates and graduates on the Hudson, Bard currently enrolls over 6,500-degree candidates through its broader network. This network has grown in ways that expand the reach, mission and pipeline for the college, both for students and donors.

Note 2 - Summary of Significant Accounting Policies

a. Basis of Consolidation

The accompanying consolidated financial statements include the accounts of Bard and its subsidiaries (College) described in Note 1. All significant intercompany accounts and transactions have been eliminated in consolidation.

b. Basis of Accounting

The consolidated financial statements are prepared in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") for not-for-profit entities.

c. Estimates

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

d. Fair Value Measurements

The College reports certain assets at fair value, which is the price that would be received to sell an asset in an orderly transaction between market participants on the measurement date.

e. Cash and Cash Equivalents

The College's cash and cash equivalents are defined as short-term, highly liquid investments with an initial maturity of three months or less.

f. Revenue Recognition and Receivables

The College extends credit to students in the form of notes and accounts receivable for educational expenses. Notes receivable for student loans are expected to be collected over an average of ten years with interest rates averaging 5%. Notes receivable are recorded at their current unpaid principal balance, and associated interest income is accrued based on the principal amount outstanding and applicable interest rates.

Allowances for doubtful accounts are recorded and represent the amounts that, in the opinion of management of the College, are necessary to account for probable losses related to current receivables. Allowances are determined based upon numerous considerations, including economic conditions, the specific composition of the receivable balances, as well as trends of delinquencies and write-offs. On a periodic basis, these factors are considered and the allowances for doubtful accounts are adjusted accordingly.

Student accounts receivable for the College at June 30, 2019 and 2018 are net of an allowance of $365,425 and $324,554, respectively. Student loans receivable for the College at June 30, 2019 and 2018 are net of an allowance of $206,863 and $273,976, respectively.

Note 2 - Summary of Significant Accounting Policies - Continued

f. Revenue Recognition and Receivables - Continued

Net tuition and fees and certain auxiliary enterprise revenue are recognized over the academic year as services are provided.

g. Pledges Receivable, Net

Unconditional promises to give ("pledges") are recognized as revenue when donor commitments are received. Pledges that are expected to be collected within one year are recorded at net realizable value. Pledges that are expected to be collected in future years are recorded at the present value of the estimated future cash flows using a risk-free interest rate (approximately 2.31% and 2.54% at June 30, 2019 and 2018, respectively). Amortization of the discount is included in gifts and donations.

Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. An allowance for uncollectible pledges is estimated based upon management's judgment and includes factors such as prior collection history. The allowance for uncollectable pledges at June 30, 2019, was $2,626,586. There was no allowance for uncollectable pledges at June 30, 2018.

Contributions of assets other than cash are recorded at their estimated fair value.

h. Investments

Investments are reported at fair value. Investment income or loss, which consists of realized and unrealized gains and losses, and interest and dividend income, is recognized in the statements of activities. Realized gains and losses on the sale of investments are generally determined on the specific identification method on the trade date.

Investment securities are exposed to various risks, such as interest rate, market, and credit risks. Major U.S. and foreign equity and fixed income indices have experienced volatility and, in some cases, significant declines. Management is monitoring investment market conditions and the impact such declines are having on the College's investment portfolio. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and those changes could materially affect the amounts reported in the statement of financial position.

The College's investment strategy incorporates a diversified asset allocation approach that maintains, within defined limits, exposure to domestic and international equity and fixed income markets. The majority of the College's investments are managed in a pooled fund that consists primarily of endowment assets. Other investments are managed separately from the pool.

i. Deposits with Bond Trustees

The College is required to establish and deposit bond trustee funds for the benefit of bondholders, and to fulfill certain commitments. The funds are invested by the trustees until withdrawn to affect the purposes for which they were generated. Total deposits held by bond trustees for the College, at fair value as of June 30, 2019 and 2018, were $4,208,412 and $5,087,595 respectively.

j. Land, Buildings, and Equipment

Land, buildings, and equipment are recorded at cost including interest on funds borrowed to finance construction, at the date of acquisition, or fair value at the date of donation.

Note 2 - Summary of Significant Accounting Policies - Continued

j. Land, Buildings, and Equipment - Continued

Depreciation, operation, and maintenance costs are charged to expenses as incurred. At the time of disposition, the related asset cost and accumulated depreciation are removed from the consolidated statement of financial position, and any gain or loss is recorded in the consolidated statements of activities.

Depreciation is recorded on a straight-line basis over the estimated useful lives under the following guidelines:

Land improvements	40 years
Buildings and improvements	40 years
Furniture and equipment	10 years
Library books and media	10 years
Musical instruments	10 years

Long-lived assets to be held and used are tested for recoverability whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. When required, impairment losses on assets to be held and used are recognized based on the excess of the asset's carrying amount over its fair value. There were no impairments of long-lived assets at both June 30, 2019 or 2018.

k. Other Assets

Other assets are comprised mostly of donated works of art, valued at fair value, as of the date of the contribution or original acquisition cost.

l. Deferred Revenues

Deferred revenues represent tuition collected in advance of the school year.

m. Deferred Grant Revenue

Deferred grant revenue represents funds received prior to meeting all revenue recognition criteria. Grant revenue is recognized according to the terms listed in the grant documents.

n. Refundable U.S. Government Student Loans

Refundable U.S. Government student loans represent loan funds provided to students by the federal government through the College. The College collects the loans on behalf of the federal government. The amounts due from students are reported in student loans receivable, net, on the College's consolidated statements of financial position.

Funds provided under the federal government student loan program are loaned to qualified students and may be re-loaned after collection. If the College were to terminate the program, these funds would be returnable to the federal government.

Note 2 - Summary of Significant Accounting Policies - Continued

o. Net Asset Classification

Net assets, revenues and support, and non-operating activity are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the College, and changes therein, are classified and reported as follows:

Net Assets Without Donor Restrictions are net assets available for use in general operations and not subject to donor restrictions. The Board of Directors has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

Net Assets With Donor Restrictions consist of net assets subject to donor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as revenue when the assets are placed in service. The College reports contributions restricted by donors as increases in net assets without donor restrictions if the restrictions expire (that is, when a stipulated time restriction ends or purpose restriction is accomplished) in the reporting period in which the revenue is recognized. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

In addition to net asset classifications, the College further classifies its statements of activities into operating and non-operating activities. Operating activities generally include revenues, support, and expenses (other than depreciation) relating to the educational activities of the College available during the period. Non-operating activities generally include revenues, support, gains and losses unavailable during the period, due to donor-imposed restrictions or designations by the Board of Trustees, for the educational activities of the College or for the acquisition of land, buildings, and equipment; and depreciation expense.

p. Endowment Income

The Board of Trustees generally designates only a portion of the College's cumulative investment return for support of current operations; the remainder, classified as non-operating, is retained to support operations of future years and to offset potential market declines. Further discussion of the College's endowment spending policy is provided within Note 10.

q. Functional Allocation of Expenses

The financial statements report categories of expenses that are attributable to one or more programs or support services of the College. Payroll, student payroll, and benefits are recorded directly based on timesheets and entry into payroll software. Depreciation is allocated based on a percentage of overall cost and expenses. All other categories of expenses are recorded based on the program that expended those specific expenses.

Included in the total expenses on the consolidated statements of activities are $13,392,023 and $12,548,395 of expenses related to the Bard Graduate Center (BGC) for the years ended June 30, 2019 and 2018, respectively.

Note 2 - Summary of Significant Accounting Policies - Continued

r. Advertising Expenses

The College expenses advertising costs as they are incurred. Advertising expense for the years ended June 30, 2019 and 2018 totaled $1,576,037 and $1,232,619, respectively.

s. Tax Status

Bard, Simon's Rock, Longy, and Bard College Berlin are not-for-profit organizations as described in Section 501(c)(3) of the Internal Revenue Code (Code) and are exempt from federal income taxes. Bard, Simon's Rock, and Longy have been classified as publicly-supported organizations that are not private foundations under Section 509(a) of the Code.

Bard, Simon's Rock, Longy, and Bard College Berlin file Forms 990 annually with the Internal Revenue Service. When annual returns are filed, some tax positions taken are highly certain to be sustained upon examination by the taxing authorities, while other tax positions are subject to uncertainty about the technical merits of the position or amount of the position's tax benefit that would ultimately be sustained. Management evaluated tax positions, including interest and penalties attributable thereto, and concluded that there are no tax positions that required adjustment in its financial statements as of June 30, 2019 and 2018.

Bard Real Estate is a for-profit corporation and subject to German taxation. Tax expense for the years ended June 30, 2019 and 2018 was $40,351 and $16,501, respectively.

t. Adoption of New Accounting Standard

Effective July 1, 2018, the College adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities,* which simplifies and improves how a not-for-profit organization classifies its net assets, as well as the information it presents in financial statements and notes about its liquidity, financial performance, and cash flows. As a result of adopting the ASU, the College has included the required liquidity disclosures, replaced the three previous classes of net assets with two new classes, expanded disclosures regarding the nature and amount of donor restrictions, and added a statement of functional expenses. The adoption of this ASU was applied retrospectively to the prior year combined financial statements.

u. Restatement

The College restated the balances of its endowment as of June 30, 2018, to restate endowment net assets without donor restrictions that were understated and board restricted net assets that were understated. As a result of this change, for the year ended June 30, 2018, the College reclassified the following amounts:

	As Originally Reported	Reclassification	As Restated
Endowment net assets without donor restriction	$ (26,316,576)	$ 40,669,431	$ 14,352,855
Endowment net assets with donor restriction	248,195,849	(9,452,754)	238,743,095
Total endowment net assets	221,879,273	31,216,677	253,095,950
Total net assets without donor restriction	62,765,856	9,452,754	72,218,610
Total net assets with donor restriction	292,009,550	(9,452,754)	282,556,796

Note 2 - Summary of Significant Accounting Policies - Continued

v. Subsequent Events

The College has evaluated subsequent events for potential recognition or disclosure through January 27, 2020, the date the consolidated financial statements were available to be issued (see Note 17).

Note 3 - Pledges Receivable, Net

Pledges receivable, net are expected to be received as follows:

	June 30, 2019	June 30, 2018
In less than one year	$ 7,047,198	$ 4,820,181
In one to five years	31,159,724	22,214,720
In more than five years	96,971,104	103,101,109
Total	135,178,026	130,136,010
Less allowance for doubtful pledges	(2,626,586)	-
Less unamortized discount	(24,620,699)	(27,765,038)
Total	$ 107,930,741	$ 102,370,972

Note 4 - Other Receivable, Related Party

As of June 30, 2019 and 2018, the College has a receivable balance from the American Symphony Orchestra (ASO) totaling $3,141,211. This receivable is guaranteed by certain trustees of the College.

The College shares common management with ASO and has historically helped with the closing ASO's funding shortfalls. The unfunded expenses paid by the College were $1,265,096 and $1,616,981 for the years ended June 30, 2019 and 2018, respectively.

Note 5 - Trusts

a. Beneficial Interest in Bard Endowment Trust

During 1996, the College received an initial gift from a donor that established the "Bard Endowment Trust" within the Iris Foundation. The initial and subsequent gifts were in the form of shares in a privately-owned hedge fund and are held by the Iris Foundation for the sole benefit of the College to be used for BGC's graduate program in the decorative arts.

Note 5 - Trusts - Continued

a. *Beneficial Interest in Bard Endowment Trust* - Continued

Since the initial gift in 1996, there have been several agreements in place under which the Bard Endowment Trust has been governed, the latest of which is dated April 24, 2014. Under the terms of the aforementioned agreement, the Iris Foundation must hold the assets and related income and appreciation in a separate endowment fund for the benefit of BGC. The Trustees of the Iris Foundation retain sole discretion to determine the investment funds of the Bard Endowment Trust at all times. The College has the right to request any part or all of the Bard Endowment Trust subsequent to stated conditions in the agreement. If BGC ceases to exist, the Bard Endowment Trust shall revert back to the Iris Foundation. The College records its interest in the Iris Foundation at fair value as a beneficial interest in the Bard Endowment Trust on the accompanying consolidated statements of financial position. The terms of the trust provide for the College to receive several annual distributions from the trust, the amounts of which are at the discretion of the Trustees.

During the years ended June 30, 2019 and 2018, the College received $12,573,338 and $7,627,336, respectively, from the Bard Endowment Trust that was used to support operations. Additionally, with the consent of the Iris Foundation, the College may borrow funds at any time from the Bard Endowment Trust.

At June 30, 2019 and 2018, the College had a $6,000,000 outstanding loan to BGC, the proceeds for which were from the Trust and were used to fund construction at Bard rather than for operations of the BGC. The loan bears interest at a rate of 8% per year, and is payable annually commencing on June 30, 2015, and continuing thereafter until June 30, 2029, at which time the entire principal sum, with all accrued interest, shall be due and payable. The loan is unsecured.

As discussed in Note 14, because there are no observable market transactions for assets similar to the beneficial interest in the trust and because the trust cannot be redeemed, the valuation technique used by the College is a Level 3 fair value measure. The beneficial interest in the trust is reported at fair value, which is estimated at the fair value of the underlying assets and beneficial interest ownership percentage.

The change in fair value of the beneficial interest in the Bard Endowment Trust is recognized in the statements of activities as change in value of beneficial interest in the Bard Endowment Trust.

	June 30,	
	2019	2018
Beneficial interest in Bard Endowment Trust, *beginning of year*	$ 117,805,662	$ 120,255,998
Investment gain earned by trustee	1,991,740	5,177,000
Amounts distributed to the College	(12,573,338)	(7,627,336)
Beneficial interest in Bard Endowment Trust, *end of year*	$ 107,224,064	$ 117,805,662

Note 5 - Trusts - Continued

b. Perpetual Trust

The College is the irrevocable beneficiary of a perpetual trust held by a trustee. These resources are neither in the possession of, nor under the control of, the College. The terms of the trust provide that the College is to receive quarterly distributions from the trust, the amounts of which are at the discretion of the trustee.

As discussed in Note 14, because there are no observable market transactions for assets similar to the beneficial interest in the trust and because the trust cannot be redeemed, the valuation technique used by the College is a Level 3 fair value measure. The beneficial interest in the trust is reported at fair value, which is estimated at the fair value of the underlying assets and beneficial interest ownership percentage.

The change in fair value of the beneficial interest in the perpetual trust is recognized in the statements of activities as change in value of beneficial interest in perpetual trust.

	June 30, 2019	June 30, 2018
Beneficial interest in trust, *beginning of year*	$ 8,943,124	$ 8,448,801
Investment gain earned by trustee	569,455	627,547
Amounts distributed to the College	(150,045)	(133,224)
Beneficial interest in trust, *end of year*	$ 9,362,534	$ 8,943,124

Note 6 - Land, Buildings, and Equipment, Net

Land, buildings, and equipment, net, consist of the following:

	June 30, 2019	June 30, 2018
Land and related improvements	$ 50,974,092	$ 51,058,618
Buildings and improvements	403,803,860	400,942,325
Furniture and equipment	26,640,207	25,982,652
Library books and media	4,994,280	4,948,329
Musical instruments	1,291,198	405,885
	487,703,637	483,337,809
Less accumulated depreciation	192,903,166	181,969,551
	294,800,471	301,368,258
Construction in process	6,395,253	4,062,894
	$ 301,195,724	$ 305,431,152

Note 7 - Lines-of-Credit

Bard's Key Bank line-of-credit of $15,000,000 was paid-in-full and closed during the year ended June 30, 2019. The lines-of-credit for Simon's Rock and Longy are renewable annually, have a variable interest rate at LIBOR plus 2.0% (4.40% at June 30, 2019 and 4.07% at June 30, 2018), and require the College to meet certain financial covenants. The Simon's Rock and Longy lines-of-credit are both unsecured.

The College is in the process of refinancing the Simon's Rock line-of-credit, which is currently under forbearance.

The available credit and outstanding borrowings are as follows:

	June 30,			
	2019		2018	
	Available Credit	Outstanding Borrowings	Available Credit	Outstanding Borrowings
Bard	$ -	$ -	$ 15,000,000	$ 15,000,000
Longy	600,000	-	600,000	450,000
Simon's Rock	3,000,000	2,400,000	3,000,000	2,400,000
Total	$ 3,600,000	$ 2,400,000	$ 18,600,000	$ 17,850,000

Note 8 - Long-Term Debt

A summary of long-term debt is as follows:

	June 30,	
	2019	2018
Dutchess County Industrial Development Agency Civic Facility Revenue Bonds Series 2007 (a)	$ 121,265,000	$ 123,340,000
Loan payable to Historic Hudson Valley, payable in monthly payments of interest only at an annual rate of 4% until February of 2018, then principal payments at $72,222 a month plus 4% annual interest through January 2030. Principal payments will increase to $216,667 in February 2030 through January 2031 (f)	11,700,000	12,566,667
Loans payable to Trustees from Parlor Session, interest payable at variable annual rates ranging from 2% to 3% semi-annually, February and September, through 2021 at which point principal is due in full (g)	21,000,000	21,000,000

Note 8 - Long-Term Debt - Continued

	June 30,	
	2019	2018
Loan payable to JPMorgan Chase Bank, in monthly principal installments of $51,483 plus interest at LIBOR plus 0.75% (2.82% at June 30, 2018), paid May 2019 (g)	-	3,655,420
Loan payable to Sterling Bank, payable in monthly payments of interest only at an annual rate of 5.4% until September of 2020 then quarterly principal payments will begin at $616,850 each quarter until June 2025 (b) (c)	12,337,000	-
Loan payable to Bank of America, payable by December 31, 2020 with interest at LIBOR daily floating rate plus 1.35% (g)	30,000,000	-
Loan payable to Marlin Bank in monthly payments of $2,907 through December 2023 (f)	128,861	-
Less unamortized debt issuance costs	(1,069,561)	(692,513)
Total Bard College	195,361,300	159,869,574
Massachusetts Development Finance Agency Revenue Bonds Series 2007 (e)	3,565,000	3,625,000
Loan payable to KeyBank National Association, payable in monthly principal installments of $22,475 plus interest at LIBOR plus 2.5% (4.90% at June 30, 2019), with a final payment of all remaining principal and interest, that was due January 2019 (d) (g)	1,708,184	1,977,897
Loan payable to JPMorgan Chase, payable in monthly principal installments of $11,850 plus interest at LIBOR plus 0.75% (2.82% at June 30, 2018), paid May 2019 (g)	-	818,742
Loan payable to KeyBank National Association, payable in monthly principal installments of $11,667 plus interest at LIBOR plus 2.5% (4.90% at June 30, 2019), with a final payment of all remaining principal and interest that was due January 2019 (d) (g)	682,442	810,775
Loan payable to KS StateBank, payable in monthly principal installments with a final payment of all remaining principal and interest at 7.1% due September 2023 (f)	416,663	-
Less amortized debt issuance costs	(91,267)	(91,267)
Total Simon's Rock	6,281,022	7,141,147

Note 8 - Long-Term Debt - Continued

	June 30, 2019	June 30, 2018
Loan payable to HypoVereinsbank, payable in monthly payments of $7,332 including interest at 1.95% until maturity in April 2038 (g)	1,571,396	-
Total Bard College Berlin	1,571,396	-
Loan payable to Berliner Bank, payable in monthly payments of $3,080 including interest at 3.07% until maturity in August 2033 (g)	468,884	510,507
Total Bard Real Estate	468,884	510,507
Total	$ 203,682,602	$ 167,521,228

a) The bonds require principal payments annually in various increments in the years 2010 through 2046. Interest is payable in February and August at rates from 4.5% to 5%, depending on the maturity date of the particular bond. The bonds are secured by the assignment of the College's revenue under the Sublease Agreement and a guaranty by the College. The bonds are subject to sinking fund requirements as follows: $11,330,000 bonds due August 1, 2026, from 2023 to 2026; $38,825,000 bonds due August 1, 2036, from 2027 to 2036; and $61,710,000 bonds due August 1, 2046, from 2037 to 2046.

b) As of June 30, 2019, the College was in violation of certain covenants. Bard College received a waiver for the violations.

c) The loan is secured by:

1. Consolidated first lien mortgage on one of the College's properties in New York City.
2. An assignment of the leases and rents from the College's properties in New York City.
3. A first lien and security interest in all personal property, fixtures and all tangible and intangible rights of the College's property in New York City.
4. All pledges and assignment of all currently existing and all future unrestricted pledges made to the College.

d) The loan is currently under forbearance and the College is in the process of refinancing the loan.

e) The bonds require principal payments annually in various increments in the years 2011 through 2046. Interest is payable in February and August at rates from 4.125% to 4.700%, depending on the maturity date of the particular bond. The bonds are secured by revenues to be received by Simon's Rock, all rights to receive such revenues and certain investments pursuant to the Loan and Trust agreement. The bonds are subject to sinking fund requirements as follows: $1,545,000 bonds due August 1, 2036, from 2022 to 2036; $1,815,000 bonds due August 1, 2046, from 2037 to 2046.

f) Loan is secured by building and/or equipment

g) Liability is/was unsecured.

Note 8 - Long-Term Debt - Continued

Future maturities of principal payments on the College's indebtedness are as follows:

	Total	Lines-of-Credit	Legal Liability (1)	Long-Term Debt
For the year ending June 30,				
2020	$ 53,860,403	$ 2,400,000	$ 800,000	$ 50,660,403
2021	6,956,735	-	800,000	6,156,735
2022	7,172,618	-	-	7,172,618
2023	6,055,453	-	-	6,055,453
2024	6,076,749	-	-	6,076,749
Thereafter	128,721,472	-	-	128,721,472
	$ 208,843,430	$ 2,400,000	$ 1,600,000	$ 204,843,430

(1) Represents a legal settlement payable in quarterly installments of 200,000 through July 2020, quarterly payments of 250,000 through January 2021, and one installment of 300,000 due at maturity, which is April 2021, plus interest at 2.5%. The settlement is unsecured.

Interest expense on the College's long-term debt was $8,369,235 and $8,259,811 for the years ended June 30, 2019 and 2018, respectively.

Debt issuance costs represent bond issuance costs whose amortization is recorded on a straight-line basis over the period to bond maturity (40 years). Amortization expense was $18,985 and $22,134 for the years ended June 30, 2019 and 2018, respectively.

In 2018, with approval from the individual trustee, a parlor trustee loan of $38,000,000 was forgiven and converted into an unrestricted contribution. The amount was included in gifts and donations on the consolidated statements of activities.

Note 9 - Net Assets with Donor Restrictions

Net assets with donor restrictions are restricted for the following purposes:

	June 30,	
	2019	2018
		(Restated)
Subject to expenditure for specific purpose:		
Program and Student Support	$ 46,602,300	$ 45,184,829
Beneficial Interest in Bard endowment trust		
for BGC's graduate program in the decorative arts	107,224,064	117,805,662
	153,826,364	162,990,491
Subject to the passage of time:		
For periods after June 30,	1,806,120	2,090,052

Note 9 - Net Assets with Donor Restrictions - Continued

	June 30, 2019	June 30, 2018 (Restated)
Subject to the spending policy and appropriations:		
Investment to be held in perpetuity, the income from which is expendable to support:		
Scholarship support	$ 27,499,380	28,282,913
Faculty support	19,635,407	19,733,807
Program support	12,504,785	19,797,988
General operations	16,063,868	35,449,406
	75,703,440	103,264,114
Not subject to appropriation for expenditures:		
Beneficial interest in perpetual trust	9,362,534	8,943,124
Total net assets with donor restrictions	$ 240,698,458	$ 277,287,781

Note 10 - Endowment

The College's endowment consists of gifts restricted by donors, net assets without donor restrictions designated by management and the Board of Trustees for long-term support of the College's activities, and the accumulated investment return on these gifts and designated assets. Endowment income consists of interest, dividends, and realized and unrealized gains (losses) on investments. Accumulated investment return, if any, consists of total endowment net investment return that has not been appropriated by the Board of Trustees for expenditures to support the operating and non-operating activities of the College.

The College appropriates spending from donor-restricted endowment funds as part of its annual budget process. Subject to the intent of a donor expressed in the applicable gift instrument, the College appropriates for expenditure so much of an endowment fund as it determines is prudent for the uses, benefits, purposes, and duration for which the endowment fund is established. In making a determination to appropriate or accumulate, the College acts in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances.

Interpretation of Relevant Law

The Board of Trustees of the College has interpreted the New York State Not-For-Profit Corporation Law ("NPCL") as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, management retains in perpetuity (a) the original value of gifts donated to the permanent endowment; (b) the original value of subsequent gifts to the permanent endowment; and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not retained in perpetuity and is classified as net assets with donor restrictions that are temporary in nature until those amounts are appropriated for expenditure by the College in a manner consistent with the standard procedures prescribed in NPCL Article 5-A. Management considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

Note 10 - Endowment - Continued

Interpretation of Relevant Law - Continued

a. The duration and preservation of the fund;
b. The purposes of the College and the donor-restricted endowment fund;
c. General economic conditions;
d. The possible effect of inflation and deflation;
e. The expected total return from income and the appreciation of investments;
f. Other resources of the College;
g. Where appropriate and circumstances would otherwise warrant, alternatives to expenditure of the endowment fund, giving due consideration to the effect that such alternatives may have on the College, and;
h. The investment policies of the College.

A summary of endowment net assets for the College were as follows:

	Year Ended June 30, 2019		
	Without Donor Restrictions	With Donor Restrictions	Total
Donor restricted endowment funds	$ -	$ 77,509,560	$ 77,509,560
Board designated endowment funds	14,949,292	-	14,949,292
Beneficial interest in perpetual trust	-	9,362,534	9,362,534
Bard Endowment Trust	-	107,224,064	107,224,064
Total endowment funds	$ 14,949,292	$ 194,096,158	$ 209,045,450

	Year Ended June 30, 2018		
	Without Donor Restrictions	With Donor Restrictions	Total
	(Restated)	(Restated)	(Restated)
Donor restricted endowment funds	$ -	$ 105,354,166	$ 105,354,166
Board designated endowment funds	15,711,729	-	15,711,729
Beneficial interest in perpetual trust	-	8,943,124	8,943,124
Bard Endowment Trust	-	117,805,662	117,805,662
Total endowment funds	$ 15,711,729	$ 232,102,952	$ 247,814,681

Note 10 - Endowment - Continued

Interpretation of Relevant Law - Continued

Changes in endowment funds for the College consisted of the following:

	Year Ended June 30, 2019		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, *beginning of year*	$ 15,711,729	232,102,952	$ 247,814,681
Investment return			
Interest and dividends	414,273	165,348	579,621
Realized gains	375,221	123,667	498,888
Unrealized gains	(751,931)	328,004	(423,927)
Change in value of beneficial interest in Perpetual Trust	-	419,410	419,410
Distributions from beneficial interest in Perpetual Trust	150,045	-	150,045
Change in value of beneficial interest in Bard Endowment Trust	-	(10,581,598)	(10,581,598)
Distributions from Bard Endowment Trust	-	12,573,338	12,573,338
Contributions	-	8,550,905	8,550,905
Net assets released from restrictions			
Amounts appropriated for expenditure	(950,045)	(14,533,338)	(15,483,383)
Endowment restrictions released by Donor	-	(35,052,530)	(35,052,530)
Changes in endowment net assets	(762,437)	(38,006,794)	(38,769,231)
Endowment net assets, *end of year*	$ 14,949,292	$ 194,096,158	$ 209,045,450

	Year Ended June 30, 2018		
	Without Donor Restrictions (Restated)	With Donor Restrictions (Restated)	Total (Restated)
Endowment net assets, *beginning of year*, as originally reported	$ (26,316,576)	248,195,849	$ 221,879,273
Restatement	31,216,677	-	31,216,677
Restatement	9,452,754	(9,452,754)	-
Endowment net assets, *beginning of year*, as restated	14,352,855	238,743,095	253,095,950
Investment return			
Interest and dividends	357,052	279,220	636,272
Realized gains	2,728,155	304,529	3,032,684
Unrealized gains	(1,026,333)	324,226	(702,107)
Change in value of beneficial interest in Perpetual Trust	-	494,324	494,324
Distributions from beneficial interest in Perpetual Trust	133,224	-	133,224
Change in value of beneficial interest in Bard Endowment Trust	-	(2,450,336)	(2,450,336)
Distributions from Bard Endowment Trust	-	7,627,366	7,627,366
Contributions	-	1,465,462	1,465,462
Net assets released from restrictions			
Amounts appropriated for expenditure	(833,224)	(14,684,934)	(15,518,158)
Changes in endowment net assets	1,358,874	(6,640,143)	(5,281,269)
Endowment net assets, *end of year*	$ 15,711,729	$ 232,102,952	$ 247,814,681

Note 10 - Endowment - Continued

Interpretation of Relevant Law - Continued

From time to time, certain donor-restricted endowment funds may have fair values less than the amount required to be maintained by donors or by law (underwater endowments). There were no such deficiencies as of June 30, 2019 or 2018.

Borrowing from Endowment

The College has an internal liability to its endowment from borrowing to finance construction and outstanding pledges receivable. This amount was $84,120,468 as of June 30, 2018 and was reduced to $49,615,102 as of June 30, 2019 due to releases of net asset with donor restrictions.

Spending Policy

The College's endowment spending policy is designed to stabilize spending levels to preserve the real value of the endowment portfolio over time. Certain donor-restricted endowment funds allow for the expenditure of principal. To meet these objectives, the policy limits spending of endowment returns to a percentage of the three-year moving average of the fair value of endowment assets, net of investment management fees, and other endowment-related expenses. The endowment spending rate percentage is 5%. The return from applying this endowment spending rate policy is recorded in the operating revenues section of the consolidated statements of activities. The difference, if any, between actual total endowment return, including realized and unrealized gains and losses, and the endowment spending rate is recorded in the non-operating section of the consolidated statements of activities.

Return Objectives and Risk Parameters

Investment objectives focus on generating a high return to cover the spending rate, inflation, and preserving the purchasing power of the endowment while minimizing investment risk in the portfolio. The College is committed to a long-term investment policy that is based on balancing principles of strong growth over time, diversity of the portfolio, liquidity for the annual draw, and benchmarking against market indices and appropriate peer schools. Growth in the endowment depends on contributions to the endowment from capital campaigns, the success of investment management, and the rate at which income is withdrawn from the endowment in support of the College's operating budget. The Investment Committee meets quarterly to discuss various issues, such as investment performance, market outlook, and liquidity needs.

Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, the College relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends).

Note 11- Pension Benefits

Academic and certain other salaried employees of the College are participants in contributory defined contribution retirement plans under arrangements with the Teacher's Insurance and Annuity Association and College Retirement Equities Fund. The expense to the College was $7,174,590 and $6,931,768 for the years ended June 30, 2019 and 2018, respectively.

Note 12 - Foreign Currency Translation

The College's functional currency for operations is in U.S. dollars. Unrealized gains and losses from translation of foreign currency are included in the current consolidated statements of activities, and the total unrealized gain (loss) was ($200,727) and $90,104 for the years ended June 30, 2019 and 2018, respectively.

Note 13 - Commitments, Contingencies, Risks and Uncertainties

a. Operating Leases

The College has various operating leases for the use of facilities. The agreements require monthly payments ranging from $392 to $13,907 per month and expire at various times from August 2019 to June 2025. Rent expense on these operating leases was $953,065 and $492,826 for the years ended June 30, 2019 and 2018, respectively. A summary of future minimum lease payments is as follows:

For the year ending June 30,	
2020	$ 851,049
2021	663,284
2022	228,178
2023	197,602
2024	166,888
Thereafter	166,888
	$ 2,273,889

b. Concentration of Credit Risk

The College maintains cash balances in a financial institution located in the northeast. Accounts at this institution are insured, up to certain limits, by the Federal Deposit Insurance Corporation ("FDIC"). At times, the College has bank deposits in excess of amounts insured by the FDIC.

The Deposit Protection Fund of the Association of German Banks has fully secured the deposits of each customer at the private commercial banks up to a ceiling of 30% of the relevant liable capital of each bank as of the date of the last published annual financial statements.

c. Contract and Grant Administration

Federally funded financial aid programs and research and development grants are subject to audits. Such audits could result in claims against the resources of the College. No provision has been made for any liabilities that may arise from such audits since the amounts, if any, cannot be determined at this date.

d. Self-Insured Health Insurance

Health benefits are provided by Continental Benefits in a self-insured plan with maximum cost outlay thresholds. Claims under the Continental Benefits self-insured plan cover medical and vision expenses. Stop loss coverage is in place for any individual claim that exceeds $250,000.

Note 13 - Commitments, Contingencies, Risks and Uncertainties - Continued

e. Litigation

The College is a defendant in several lawsuits arising from the normal conduct of its affairs. The College is of the opinion that settlements, if any, of the aforementioned litigation will not have a material adverse impact on the financial condition of the College.

Note 14 - Fair Value of Financial Instruments

U.S. GAAP provides a framework for measuring fair value that includes a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets (Level 1) and the lowest priority to unobservable inputs (Level 3).

Level 1 Unadjusted quoted market prices in active markets for identical assets.

Level 2 Observable inputs other than quoted market prices and can include active markets and markets not considered to be active.

Level 3 Unobservable inputs that are supported by little or no market activity.

Fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

Following is a description of valuation methodologies used for assets measured at fair value at June 30, 2019 and 2018:

Equity, U.S. Treasury Securities and Mutual Funds: Valued at the closing price reported in the active market in which the individual security is traded.

Fixed Income Securities: Valued based on observable prices for the particular security, or when prices are not observable, the valuation is based on prices of comparable bonds or the present value of expected future cash flows.

Deposits held with Bond Trustees include cash equivalents and fixed income securities.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the College believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

See Note 5 for summaries of the College's beneficial interests in the Bard Endowment Trust and the Perpetual Trust measured at fair value on a recurring basis which, if included below would be in the Level 3 column. Summaries of the College's investments and deposits with bond trustees measured at fair value on a recurring basis are as follows:

Note 14 - Fair Value of Financial Instruments - Continued

	June 30, 2019			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 960,104	$ -	$ -	$ 960,104
Fixed income securities	-	5,286,112	-	5,286,112
Equity securities				
Industrials	417,935	-	-	417,935
Consumer discretionary	2,751,882	-	-	2,751,882
Health care	1,022,394	-	-	1,022,394
Financials	1,703,193	-	-	1,703,193
Information technology	2,541,670	-	-	2,541,670
Energy	967,363	-	-	967,363
Telecom	2,235,422	-	-	2,235,422
Preferred stock	2,161,479	-	-	2,161,479
Other	923,192	-	-	923,192
Mutual funds, fixed income	645,000	-	-	645,000
Mutual funds, equities	696,804	-	-	696,804
U.S. treasury securities	1,272,968	-	-	1,272,968
Deposits held with Bond Trustees	199,884	4,008,528	-	4,208,412
Total	$ 18,499,290	$ 9,294,640	$ -	$ 27,793,930

	June 30, 2018			
	Level 1	Level 2	Level 3	Total
Cash and cash equivalents	$ 556,620	$ -	$ -	$ 556,620
Fixed income securities	-	3,388,555	-	3,388,555
Equity securities				
Industrials	893,438	-	-	893,438
Consumer discretionary	4,209,864	-	-	4,209,864
Health care	1,409,329	-	-	1,409,329
Financials	2,514,215	-	-	2,514,215
Information technology	5,805,170	-	-	5,805,170
Energy	1,504,537	-	-	1,504,537
Telecom	1,032,372	-	-	1,032,372
Preferred stock	942,089	-	-	942,089
Other	163,845	-	-	163,845
Mutual funds, fixed income	-	-	-	-
Mutual funds, equities	886,810	-	-	886,810
U.S. treasury securities	1,252,340	-	-	1,252,340
Deposits held with Bond Trustees	1,079,056	4,008,539	-	5,087,595
Total	$ 22,249,685	$ 7,397,094	$ -	$ 29,646,779

Note 15 - Liquidity and Availability

Financial assets available for general expenditure, that is, without donor restriction limiting their use, within one year of the statement of financial position date, comprise the following:

Total assets at June 30, 2019	$ 576,262,362
Less assets not available for general expenditure:	
Prepaid expenses and other assets	(4,023,157)
Long-term portion of pledges receivable, net	(100,883,543)
Other receivable, related party	(3,141,211)
Deposits with bond trustees	(4,208,412)
Beneficial interest in Bard Endowment Trust	(107,224,064)
Beneficial interest in Perpetual Trust	(9,362,534)
Land, buildings, and equipment, net	(301,195,724)
Other assets	(1,235,126)
Cash, investments and borrowings related to endowment	(124,111,860)
Financial assets available for general expenditures	$ (79,123,269)

The College has been carrying an internal liability due to borrowing from its endowment many years ago, (largely constituting the cash, investment, and borrowing related to endowment line) which affects the liquidity calculation significantly. The Board has voted to allow management to approach donors to release the restrictions on amounts that were borrowed from, which will eventually eliminate the internal liability to the endowment. Furthermore, the liquidity position of the College is not well represented by traditional calculations due to its Board and donor willingness to offer philanthropy and, when necessary, financing. That said, the College has made concerted efforts to improve its liquidity position and move its operating deficit to a position of surplus. The capital campaign (see Note 16) is an important part of bridging the College to a point where its fundamental programs generate an operating surplus.

Note 16 - Management's Discussion of the College's Financial Position

The College's financial position has improved in two key areas to close the year ended June 30, 2019; working capital and the outstanding debt position of the College. In October 2018, the College's Board of Trustees approved a $650,000,000 Capital Campaign. With an anticipated timeline of five years, $150,000,000 has been earmarked to working capital at a rate of $30,000,000 annually to address liquidity needs. This allows for the endowment target of $500,000,000 to build and the subsequent unearned income to help offset operating expenses.

The College has continued its success in private philanthropy, which was used to pay approximately $23,500,000 in outstanding debt and lines of credit.

Note 16 - Management's Discussion of the College's Financial Position - Continued

All programs are assessed for viability annually. Programs with structural deficits that are not central to the mission are subject to restructuring, merger or closure. While many of the College's programs cannot be tuition driven alone, successful fundraising must be demonstrated in sustained ways for the programs to continue.

Furthermore, the entrepreneurial nature of the College has started to produce net revenue generation of several key satellite programs. While much of the gains are limited at this stage due to the small nature of the programs, the funding model is one that can scale easily and should generate significant income in 2020 and beyond.

Note 17 - Subsequent events

The College has a new relationship with Deutsche Bank that includes a 10,000,000 line of credit.

In January 2020, a major donor announced that the Open Society Foundation would fund the creation of the Open Society University Network (OSUN), in which the College and the Central European University (CEU) will be founding partners. As part of the creation of OSUN, the College will have a beneficial interest in a $1 billion grant to support the efforts of its existing international network and public programming. This transformative gift will help to fund the most impactful programs at the College, CEU and affiliate programs to conduct collaborative learning throughout the world. The College will share in the management of OSUN, but retain full independence and fiduciary autonomy.

Note 18 - Accounting Standards Issued But Not Yet Implemented

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers* (Topic 606). ASU 2014-09 requires recognition of revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which we expect to be entitled in exchange for those goods or services. The FASB has also issued several updates to ASU 2014-09. The new standard supersedes U.S. GAAP guidance on revenue recognition and requires the use of more estimates and judgments than the present standards. It also requires additional disclosures. The College has substantially completed its assessment of the new standard and it does not expect the impact of adoption to be material to the financial statements. The College continues to evaluate the disclosure requirements related to the new standard.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842).* The guidance in this ASU supersedes the leasing guidance in Topic 840, *Leases.* Under the new guidance, lessees are required to recognize lease assets and lease liabilities on the balance sheet for all leases with terms longer than 12 months. Leases will be classified as either finance or operating, with classification affecting the pattern of expense recognition in the income statement. In July 2018, the FASB issued ASU 2018-10, Codification Improvements to Topic 842, *Leases,* which makes narrow scope improvements to the standard for specific issues. In July 2018, the FASB also issued ASU 2018-11, *Leases* (Topic 842): Targeted Improvements, which provides an optional transition method allowing the standard to be applied at the adoption date. A modified retrospective transition approach is required. An entity may adopt the guidance either (1) retrospectively to each prior reporting period presented in the financial statements with a cumulative-effect adjustment recognized at the beginning of the earliest comparative period presented, or (2) retrospectively at the beginning of the period of adoption through a cumulative-effect adjustment. The new standard provides a number of practical expedients. The College is currently evaluating the impact of our pending adoption of the new standard on our consolidated financial statements. The new standard is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years.

Note 18 - Accounting Standards Issued But Not Yet Implemented - Continued

In June 2018, the FASB issued ASU 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made.* ASU 2018-08 clarifies the guidance for evaluating whether a transaction is reciprocal (i.e., an exchange transaction) or nonreciprocal (i.e., a contribution) and for distinguishing between conditional and unconditional contributions. The ASU also clarifies the guidance used by entities other than not-for-profits to identify and account for contributions made. The ASU has different effective dates for resource recipients and resource providers. The ASU is applicable to contributions received for annual periods beginning after December 15, 2018, and interim periods within annual periods beginning after December 15, 2019. The College is currently evaluating the impact of the adoption of this guidance on its consolidated financial statements. The adoption of ASU 2018-08 is not expected to have a material impact on the College's consolidated financial statements.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework-Changes to the Disclosure Requirements for Fair Value Measurement,* which modifies the disclosure requirements for fair value measurements by removing, modifying, or adding certain disclosures. ASU 2018-13 is effective for all entities for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2019. The College is currently evaluating the impact of this new standard on its consolidated financial statements.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Financial Position

	June 30, 2019						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
ASSETS							
Cash and cash equivalents	$ 3,285,717	$ 428,157	$ 123,880	$ 697,122	$ 34,250	$ -	$ 4,569,126
Accounts receivable, net	7,635,883	494,762	97,772	-	-	-	8,228,417
Prepaid expenses and other assets	5,801,129	3,554,087	54,730	87,513	4,787	(5,479,089)	4,023,157
Pledges receivable, net	106,948,914	981,827	-	-	-	-	107,930,741
Student loans receivable, net	1,020,490	537,842	-	-	-	-	1,558,332
Investments	15,636,142	157,635	7,791,741	-	-	-	23,585,518
Other receivable, related party	3,141,211	-	-	1,472,327	942,026	(2,414,353)	3,141,211
Deposits with bond trustees	4,092,089	116,323	-	-	-	-	4,208,412
Beneficial interest in Bard Endowment Trust	107,224,064	-	-	-	-	-	107,224,064
Beneficial interest in Perpetual Trust	9,362,534	-	-	-	-	-	9,362,534
Land, buildings, and equipment, net	240,668,402	34,951,081	16,273,762	3,316,305	5,986,174	-	301,195,724
Other assets	1,235,126	-	-	-	-	-	1,235,126
TOTAL ASSETS	**$ 506,051,701**	**$ 41,221,714**	**$ 24,341,885**	**$ 5,573,267**	**$ 6,967,237**	**$ (7,893,442)**	**$ 576,262,362**
LIABILITIES							
Lines-of-credit	$ -	$ 2,400,000	$ -	$ -	$ -	$ -	$ 2,400,000
Accounts payable and accrued expenses	22,204,260	6,426,651	314,150	1,698,408	2,891,108	(7,893,442)	25,641,135
Deferred revenues	22,582,879	1,490,590	406,478	73,777	-	-	24,553,724
Deferred grant revenue	-	-	-	-	-	-	-
Refundable U.S. Government student loans	741,072	530,533	-	-	-	-	1,271,605
Legal provision liability	1,600,000	-	-	-	-	-	1,600,000
Long-term debt, net of related financing costs	195,361,300	6,281,022	-	1,571,396	468,884	-	203,682,602
Total liabilities	242,489,511	17,128,796	720,628	3,343,581	3,359,992	(7,893,442)	259,149,066
COMMITMENTS AND CONTINGENCIES							
NET ASSETS							
Without donor restriction	45,282,685	9,802,741	15,530,618	2,191,549	3,607,245	-	76,414,838
With donor restriction	218,279,505	14,290,177	8,090,639	38,137	-	-	240,698,458
Total net assets	263,562,190	24,092,918	23,621,257	2,229,686	3,607,245	-	317,113,296
TOTAL LIABILITIES AND NET ASSETS	**$ 506,051,701**	**$ 41,221,714**	**$ 24,341,885**	**$ 5,573,267**	**$ 6,967,237**	**$ (7,893,442)**	**$ 576,262,362**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Financial Position

	June 30, 2018						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
ASSETS							
Cash and cash equivalents	$ 2,316,736	$ 180,993	$ 391,327	$ 176,761	$ 48,505	$ -	$ 3,114,322
Accounts receivable, net	4,202,444	720,345	15,001	67,481	-	-	5,005,271
Prepaid expenses and other assets	4,654,630	3,111,406	4,182	31,789	54,960	(4,586,572)	3,270,395
Pledges receivable, net	102,348,742	22,230	-	-	-	-	102,370,972
Student loans receivable, net	1,268,174	612,052	-	-	-	-	1,880,226
Investments	16,396,815	1,099,370	7,062,999	-	-	-	24,559,184
Other receivable, related party	3,141,211	-	-	1,878,835	568,724	(2,447,559)	3,141,211
Deposits with bond trustees	4,971,272	116,323	-	-	-	-	5,087,595
Beneficial interest in Bard Endowment Trust	117,805,662	-	-	-	-	-	117,805,662
Beneficial interest in Perpetual Trust	8,943,124	-	-	-	-	-	8,943,124
Land, buildings, and equipment, net	246,507,795	35,910,486	15,363,704	1,428,464	6,220,703	-	305,431,152
Other assets	1,235,126	-	-	-	-	-	1,235,126
TOTAL ASSETS	**$ 513,791,731**	**$ 41,773,205**	**$ 22,837,213**	**$ 3,583,330**	**$ 6,892,892**	**$ (7,034,131)**	**$ 581,844,240**
LIABILITIES							
Lines-of-credit	$ 15,000,000	$ 2,400,000	$ 450,000	$ -	$ -	$ -	$ 17,850,000
Accounts payable and accrued expenses	24,737,518	3,400,826	340,923	1,029,589	109,038	(7,034,131)	22,583,763
Deferred revenues	23,396,769	1,542,941	9,365	93,380	-	-	25,042,455
Deferred grant revenue	1,625,000	-	-	-	-	-	1,625,000
Refundable U.S. Government student loans	741,072	534,510	-	-	-	-	1,275,582
Legal provision liability	2,400,000	-	-	-	-	-	2,400,000
Long-term debt, net of related financing costs	159,869,574	7,141,147	-	-	510,507	-	167,521,228
Total liabilities	227,769,933	15,019,424	800,288	1,122,969	619,545	(7,034,131)	238,298,028
COMMITMENTS AND CONTINGENCIES							
NET ASSETS							
Without donor restriction	33,040,163	11,768,896	14,522,997	653,028	6,273,347	-	66,258,431
With donor restriction	252,981,635	14,984,885	7,513,928	1,807,333	-	-	277,287,781
Total net assets	286,021,798	26,753,781	22,036,925	2,460,361	6,273,347	-	343,546,212
TOTAL LIABILITIES AND NET ASSETS	**$ 513,791,731**	**$ 41,773,205**	**$ 22,837,213**	**$ 3,583,330**	**$ 6,892,892**	**$ (7,034,131)**	**$ 581,844,240**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Activities

	Year Ended June 30, 2019						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
OPERATING REVENUES AND SUPPORT							
Tuition and fees	$ 110,065,387	$ 23,234,120	$ 10,088,480	$ 6,654,335	$ -	$ -	$ 150,042,322
Less scholarships and financial aid	(61,371,753)	(12,130,815)	(4,019,241)	(2,729,766)	-	-	(80,251,575)
Net tuition and fees	48,693,634	11,103,305	6,069,239	3,924,569	-	-	69,790,747
Gifts and donations	36,173,994	1,858,882	1,021,453	1,576,392	-	-	40,630,721
Federal and state grants	2,917,032	69,215	41,380	-	-	-	3,027,627
Other revenue	14,048,251	284,903	11,541	-	20,775	-	14,365,470
Auxiliary enterprises	22,832,532	6,553,330	34,550	-	453,905	-	29,874,317
Investment income designated for current operations	966,015	400,000	-	-	-	-	1,366,015
Net assets released from restrictions	41,496,632	1,960,000	5,600	-	-	-	43,462,232
Total operating revenues and support	167,128,090	22,229,635	7,183,763	5,500,961	474,680	-	202,517,129
OPERATING EXPENSES							
Instruction	85,344,026	6,168,117	2,434,603	2,122,717	-	-	96,069,463
Academic support	11,681,876	2,040,513	998,561	302,138	-	-	15,023,088
Student services	13,368,965	3,553,146	477,654	551,544	-	-	17,951,309
Institutional support- Administrative	19,075,866	4,638,026	2,000,202	1,472,713	131,677	-	27,318,484
Institutional support- Fundraising	2,223,725	617,678	339,350	-	-	-	3,180,753
Public programs	10,543,994	-	-	-	-	-	10,543,994
Fisher Center for the Performing Arts	8,490,556	-	-	-	-	-	8,490,556
Levy Economics Institute	1,291,679	-		-	-	-	1,291,679
Auxiliary enterprises	15,103,569	5,242,798	510,472	1,188,729	40,351	-	22,085,919
Total operating expenses	167,124,256	22,260,278	6,760,842	5,637,841	172,028	-	201,955,245
Increase (decrease) in net assets from operations	**3,834**	**(30,643)**	**422,921**	**(136,880)**	**302,652**	**-**	**561,884**
NON-OPERATING ACTIVTY							
Investment loss, net of amounts designated for current operations	(2,766,476)	(400,000)	-	-	-	-	(3,166,476)
Foreign currency exchange loss	-	-	-	(58,186)	(142,541)	-	(200,727)
Berlin Investment	-	-	-	-	-		-
Profit distributions	2,738,856	-	-	-	(2,738,856)	-	-
Depreciation	(8,786,222)	(1,535,512)	(452,343)	(35,609)	(87,357)	-	(10,897,043)
Net assets released from restrictions	21,052,530	-	1,037,043	1,769,196	-	-	23,858,769
Non-operating activity, net	12,238,688	(1,935,512)	584,700	1,675,401	(2,968,754)	-	9,594,523
Increase (decrease) in assets without donor restriction	**12,242,522**	**(1,966,155)**	**1,007,621**	**1,538,521**	**(2,666,102)**	**-**	**10,156,407**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Activities

	Year Ended June 30, 2019						
	Bard College			Bard College Berlin	Bard Real Estate		
	Bard	Simon's Rock	Longy School of Music			Eliminations	Total
NET ASSETS WITHOUT DONOR RESTRICTIONS							
Increase in net assets from operations	3,834	(30,643)	422,921	(136,880)	302,652	-	561,884
Non-operating activity, net	12,238,688	(1,935,512)	584,700	1,675,401	(2,968,754)	-	9,594,523
Increase (decrease) in net assets without donor restrictions	12,242,522	(1,966,155)	1,007,621	1,538,521	(2,666,102)	-	10,156,407
NET ASSETS WITH DONOR RESTRICTIONS							
Restricted contributions for land, buildings and equipment	220,615	59,952	114,391	-	-	-	394,958
Contributions for other specific purposes	24,429,799	1,205,340	886,422	-	-	-	26,521,561
Investment income, net of amounts designated for current operations	785,468	-	618,541	-	-	-	1,404,009
Distributions from Bard Endowment Trust	12,573,338	-	-	-	-	-	12,573,338
Change in value of beneficial interest in Bard Endowment Trust	(10,581,598)	-	-	-	-	-	(10,581,598)
Change in value of beneficial interest in Perpetual Trust	419,410	-	-	-	-	-	419,410
Net assets released from restrictions	(62,549,162)	(1,960,000)	(1,042,643)	(1,769,196)	-	-	(67,321,001)
Increase (decrease) in net assets with donor restrictions	(34,702,130)	(694,708)	576,711	(1,769,196)	-	-	(36,589,323)
CHANGE IN NET ASSETS	**(22,459,608)**	**(2,660,863)**	**1,584,332**	**(230,675)**	**(2,666,102)**	**-**	**(26,432,916)**
NET ASSETS, ***beginning of year***	286,021,798	26,753,781	22,036,925	2,460,361	6,273,347	-	343,546,212
NET ASSETS, ***end of year***	**$ 263,562,190**	**$ 24,092,918**	**$ 23,621,257**	**$ 2,229,686**	**$ 3,607,245**	**$ -**	**$ 317,113,296**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Activities

	Year Ended June 30, 2018						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
OPERATING REVENUES AND SUPPORT							
Tuition and fees	$ 112,563,932	$ 22,180,899	$ 8,672,190	$ 6,407,372	$ -	$ -	$ 149,824,393
Less scholarships and financial aid	(58,477,282)	(11,471,354)	(3,584,042)	(2,293,218)	-	-	(75,825,896)
Net tuition and fees	54,086,650	10,709,545	5,088,148	4,114,154	-	-	73,998,497
Gifts and donations	46,290,017	2,268,688	1,067,988	753,788	-	-	50,380,481
Federal and state grants	3,183,439	-	24,040	-	-	-	3,207,479
Other revenue	11,839,134	165,387	84,438	269,037	6,555	-	12,364,551
Auxiliary enterprises	22,236,909	6,793,946	21,825	-	460,706	-	29,513,386
Investment income designated for current operations	2,733,658	400,000	-	-	-	-	3,133,658
Net assets released from restrictions	23,634,039	938,309	247,868	373,943	-	-	25,194,159
Total operating revenues and support	164,003,846	21,275,875	6,534,307	5,510,922	467,261	-	197,792,211
OPERATING EXPENSES							
Instruction	83,757,871	6,266,587	2,602,734	2,132,521	-	-	94,759,713
Academic support	11,900,161	2,247,339	969,336	388,921	-	-	15,505,757
Student services	13,261,756	4,155,006	588,265	403,867	-	-	18,408,894
Institutional support- Administrative	19,246,476	4,428,976	1,747,260	1,342,284	261,910	-	27,026,906
Institutional support- Fundraising	2,257,966	368,961	501,755	-	-	-	3,128,682
Public programs	9,286,648	-	-	-	-	-	9,286,648
Fisher Center for the Performing Arts	7,459,068	-	-	-	-	-	7,459,068
Levy Economics Institute	1,004,743	-	-	-	-	-	1,004,743
Auxiliary enterprises	15,799,717	3,807,485	-	1,198,909	27,974	-	20,834,085
Total operating expenses	163,974,406	21,274,354	6,409,350	5,466,502	289,884	-	197,414,496
Increase in net assets from operations	**29,440**	**1,521**	**124,957**	**44,420**	**177,377**	**-**	**377,715**
NON-OPERATING ACTIVTY							
Investment loss, net of amounts designated for current operations	-	(418,744)	-	-	-	-	(418,744)
Foreign currency exchange loss	-	-	-	68,119	21,985	-	90,104
Berlin Investment	(1,276,416)	-	-	-	-	(179,010)	(1,455,426)
Profit distributions	-	-	-	-	(179,010)	179,010	-
Depreciation	(8,623,561)	(1,576,576)	(412,108)	(40,848)	(91,350)	-	(10,744,443)
End of lease acquisition	-	-	-	-	-	-	-
Net assets released from restrictions	6,000,000	-	190,615	-	-	-	6,190,615
Non-operating activity, net	(3,899,977)	(1,995,320)	(221,493)	27,271	(248,375)	-	(6,337,894)
Increase (decrease) in assets without donor restriction	**(3,870,537)**	**(1,993,799)**	**(96,536)**	**71,691**	**(70,998)**	**-**	**(5,960,179)**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Activities

	Year Ended June 30, 2018						
	Bard College			Bard	Bard		
			Longy School	College	Real		
	Bard	Simon's Rock	of Music	Berlin, gGmbH	Estate GmbH	Eliminations	Total
NET ASSETS WITHOUT DONOR RESTRICTIONS							
Increase in net assets from operations	29,440	1,521	124,957	44,420	177,377	-	377,715
Non-operating activity, net	(3,899,977)	(1,995,320)	(221,493)	27,271	(248,375)	-	(6,337,894)
Increase (decrease) in net assets without donor restrictions	(3,870,537)	(1,993,799)	(96,536)	71,691	(70,998)	-	(5,960,179)
NET ASSETS WITH DONOR RESTRICTIONS							
Restricted contributions for land, buildings and equipment	271,150	5,207	200,000	-	-	-	476,357
Contributions for other specific purposes	18,809,596	104,377	146,100	-	-	-	19,060,073
Investment income, net of amounts designated for current operations	116,868	-	791,107	-	-	-	907,975
Distributions from Bard Endowment Trust	7,627,366	-	-	-	-	-	7,627,366
Change in value of beneficial interest in Bard Endowment Trust	(2,450,336)	-	-	-	-	-	(2,450,336)
Change in value of beneficial interest in Perpetual Trust	494,324	-	-	-	-	-	494,324
Net assets released from restrictions	(29,634,039)	(938,309)	(438,483)	(373,943)	-	-	(31,384,774)
Increase (decrease) in net assets with donor restrictions	(4,765,071)	(828,725)	698,724	(373,943)	-	-	(5,269,015)
CHANGE IN NET ASSETS	**(8,635,608)**	**(2,822,524)**	**602,188**	**(302,252)**	**(70,998)**	**-**	**(11,229,194)**
NET ASSETS, ***beginning of year***	294,657,406	29,576,305	21,434,737	2,762,613	6,344,345	-	354,775,406
NET ASSETS, ***end of year***	**$ 286,021,798**	**$ 26,753,781**	**$ 22,036,925**	**$ 2,460,361**	**$ 6,273,347**	**$ -**	**$ 343,546,212**

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Cash Flows

	Year Ended June 30, 2019						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES							
Change in net assets	$ (22,459,608)	$ (2,660,863)	$ 1,584,332	$ (230,675)	$ (2,666,102)	-	$ (26,432,916)
Adjustments to reconcile change in net assets to net cash and cash equivalents provided (used) by operating activities							
Pledges receivable, net	(6,749,675)	(959,597)	-	-	-	-	(7,709,272)
Depreciation	8,786,222	1,535,512	452,343	35,609	87,357	-	10,897,043
Contributions to endowment and facilities	(8,443,805)	(87,375)	(107,100)	-	-	-	(8,638,280)
Investment income	371,313	(59,365)	(628,742)	-	-	-	(316,794)
Change in value of beneficial interest in Bard Endowment Trust	10,581,598	-	-	-	-	-	10,581,598
Change in value of beneficial interest in Perpetual Trust	(419,410)	-	-	-	-	-	(419,410)
Foreign currency exchange gain	-	-	-	(58,186)	(142,541)	-	(200,727)
(Increase) decrease in							
Accounts receivable	(3,433,439)	225,583	(82,771)	67,481	-	-	(3,223,146)
Prepaid expenses and other assets	(1,146,499)	(442,681)	(50,548)	(55,724)	50,173	892,517	(752,762)
Other receivable, related party	-	-	-	406,508	(373,302)	(33,206)	-
Increase (decrease) in							
Accounts payable and accrued expenses	(2,533,258)	3,025,825	(26,773)	668,819	2,782,070	(859,311)	3,057,372
Deferred revenues	(813,890)	(52,351)	397,113	(19,603)	-	-	(488,731)
Deferred grant revenue	(1,625,000)	-	-	-	-	-	(1,625,000)
	(27,885,451)	**524,688**	**1,537,854**	**814,229**	**(262,345)**	**-**	**(25,271,025)**
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES							
Student loans receivable, net	247,684	74,210	-	-	-	-	321,894
Proceeds from sales and maturities of investments	30,823,749	1,001,100	-	-	-	-	31,824,849
Purchases of investments	(30,434,389)	-	(100,000)	-	-	-	(30,534,389)
Purchase of land, buildings, and equipment	(2,946,829)	(576,107)	(1,362,401)	(1,923,450)	-	-	(6,808,787)
	(2,309,785)	**499,203**	**(1,462,401)**	**(1,923,450)**	**-**	**-**	**(5,196,433)**
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES							
Payments received on pledges receivable	2,149,503	-	-	-	-	-	2,149,503
Payments on lines-of-credit	(15,000,000)	-	(450,000)	-	-	-	(15,450,000)
Deposits made to bond trustees	879,183	-	-	-	-	-	879,183
Payments made on legal provision liability	(800,000)	-	-	-	-	-	(800,000)
Principal payments on long-term debt	(6,595,478)	(1,338,261)	-	-	(41,623)	-	(7,975,362)
Proceeds from the issuance of long-term debt	42,483,238	478,136	-	1,571,396	-	-	44,532,770
Debt issuance costs paid	(396,034)						(396,034)
Change in refundable U.S. Government student loans	-	(3,977)	-	-	-	-	(3,977)
Contributions to endowment and facilities	8,443,805	87,375	107,100	-	-	-	8,638,280
	31,164,217	**(776,727)**	**(342,900)**	**1,571,396**	**(41,623)**	**-**	**31,574,363**
Effect of exchange rate changes on cash and cash equivalents	**-**			**58,186**	**289,713**	**-**	**347,899**
Net increase in cash and cash equivalents	**968,981**	**247,164**	**(267,447)**	**520,361**	**(14,255)**	**-**	**1,454,804**
CASH AND CASH EQUIVALENTS, ***beginning of year***	2,316,736	180,993	391,327	176,761	48,505	-	3,114,322
CASH AND CASH EQUIVALENTS, ***end of year***	**$ 3,285,717**	**$ 428,157**	**$ 123,880**	**$ 697,122**	**$ 34,250**	**-**	**4,569,126**
SUPPLEMENTARY CASH FLOW INFORMATION							
Cash paid during the year for							
Interest	$ 9,604,181	$ 488,074	$ 6,344	$ 34,771	$ 6,831	$ -	$ 10,140,201

See Independent Auditor's Report.

Bard College and Subsidiaries

Supplementary Information - Consolidating Statement of Cash Flows

	Year Ended June 30, 2018						
	Bard College						
	Bard	Simon's Rock	Longy School of Music	Bard College Berlin	Bard Real Estate	Eliminations	Total
CASH FLOWS PROVIDED (USED) BY OPERATING ACTIVITIES							
Change in net assets	$ (8,635,608)	$ (2,822,524)	$ 602,188	$ (302,252)	$ (70,998)	-	$ (11,229,194)
Adjustments to reconcile change in net assets to net cash and cash equivalents provided (used) by operating activities							
Pledges receivable, net	(2,962,351)	157,475	-	-	-	-	(2,804,876)
Depreciation	8,623,561	1,576,576	412,108	40,848	91,350	-	10,744,443
Contributions to endowment and facilities	(39,398,087)	(61,275)	(6,100)	-	-	-	(39,465,462)
Investment income	(2,159,963)	18,744	(791,107)	-	-	-	(2,932,326)
Change in value of beneficial interest in Bard Endowment Trust	2,450,336	-	-	-	-	-	2,450,336
Change in value of beneficial interest in Perpetual Trust	(494,324)	-	-	-	-	-	(494,324)
Foreign currency exchange loss	-	-	-	68,119	21,985	-	90,104
(Increase) decrease in							
Accounts receivable	(361,957)	37,326	20,363	(67,481)	-	-	(371,749)
Prepaid expenses and other assets	(2,518,077)	(1,150,463)	4,072	(21,292)	(54,960)	3,487,885	(252,835)
Other receivable, related party	-	-	-	540,869	(79,823)	(461,046)	-
Increase (decrease) in							
Accounts payable and accrued expenses	11,370,760	(208,606)	32,838	96,668	57,788	(3,026,839)	8,322,609
Deferred revenues	(1,749,186)	(980,678)	(190,165)	8,188	-	-	(2,911,841)
Deferred grant revenue	(154,400)	-	-	-	-	-	(154,400)
	(35,989,296)	**(3,433,425)**	**84,197**	**363,667**	**(34,658)**	**-**	**(39,009,515)**
CASH FLOWS PROVIDED (USED) BY INVESTING ACTIVITIES							
Student loans receivable, net	(216,686)	86,090	-	-	-	-	(130,596)
Proceeds from sales and maturities of investments	18,699,415	4,611,278	(1,598,097)	-	-	-	21,712,596
Purchases of investments	(17,640,761)	-	1,772,541	-	-	-	(15,868,220)
Purchase of land, buildings, and equipment	(2,483,460)	(1,139,795)	(179,668)	(411,476)	(135,270)	-	(4,349,669)
	(1,641,492)	**3,557,573**	**(5,224)**	**(411,476)**	**(135,270)**	**-**	**1,364,111**
CASH FLOWS PROVIDED (USED) BY FINANCING ACTIVITIES							
Payments received on pledges receivable	22,112,332	536,520	-	-	-	-	22,648,852
Payments on lines-of-credit	(4,750,000)	-	(150,000)	-	-	-	(4,900,000)
Deposits made to bond trustees	(194,344)	-	-	-	-	-	(194,344)
Payments made on legal provision liability	(750,000)	-	-	-	-	-	(750,000)
Principal payments on long-term debt	(3,007,144)	(606,517)	(66,273)	-	(18,078)	-	(3,698,012)
Proceeds from the issuance of long-term debt	18,000,000	-	-	-	-	-	18,000,000
Change in refundable U.S. Government student loans	-	(125,855)	-	-	-	-	(125,855)
Contributions to endowment and facilities	1,398,087	61,275	6,100	-	-	-	1,465,462
	32,808,931	**(134,577)**	**(210,173)**	**-**	**(18,078)**	**-**	**32,446,103**
Effect of exchange rate changes on cash and cash equivalents	**-**			**(68,119)**	**(21,984)**	**-**	**(90,103)**
Net decrease in cash and cash equivalents	**(4,821,857)**	**(10,429)**	**(131,200)**	**(115,928)**	**(209,990)**	**-**	**(5,289,404)**
CASH AND CASH EQUIVALENTS, ***beginning of year***	7,138,593	191,422	522,527	292,689	258,495	-	8,403,726
CASH AND CASH EQUIVALENTS, ***end of year***	**$ 2,316,736**	**$ 180,993**	**$ 391,327**	**$ 176,761**	**$ 48,505**	**-**	**3,114,322**
SUPPLEMENTARY CASH FLOW INFORMATION							
Cash paid during the year for							
Interest	$ 7,986,359	$ 374,259	$ 8,227	$ -	$ 9,075	$ -	$ 8,377,920
Noncash investing activity							
Long-term debt converted to contribution	38,000,000	-	-	-	-	-	38,000,000

See Independent Auditor's Report.

APPENDIX C

GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS

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APPENDIX C

GLOSSARY AND SUMMARY OF CERTAIN DOCUMENTS

DEFINITIONS OF CERTAIN TERMS

As used in the Official Statement, the following terms shall have the respective meanings set forth below, except as the context otherwise requires:

"Account" means any Account within any Fund created and maintained pursuant to the Indenture.

"Act" means, Section 1411 of the New York Not-For-Profit Corporation Law.

"Act of Bankruptcy" means the filing of a petition in bankruptcy (or other commencement of a bankruptcy or similar proceeding) by or against the College or the Issuer under any applicable bankruptcy, reorganization, insolvency or similar law as is now or hereafter in effect.

"Additional Bonds" or "Series of Additional Bonds" means any Series of Additional Bonds issued by the Issuer on behalf of the College pursuant to the Indenture.

"Additional Indebtedness" means any Additional Bonds and any Indebtedness incurred by the College pursuant to the Loan Agreement.

"Additional Parity Indebtedness" means any Additional Indebtedness incurred pursuant to the Loan Agreement which is secured by a Lien on the Collateral on parity with the Liens of the Master Security Agreement and the Mortgages.

"Annual Debt Service" when used in connection with any Indebtedness, means as of any particular date of calculation the amount required to be paid by the College during the then current Fiscal Year to pay the principal, whether at maturity or upon mandatory redemptions and prepayments, of and interest on such Indebtedness; provided, however, that such amounts required to be paid on Short-Term Indebtedness and Balloon Indebtedness shall include interest only.

"Assignment of Building Loan Mortgage" means the Assignment of Building Loan Mortgage and Security Agreement, dated as of December 23, 2020, given by the Issuer to the Trustee, as the same may be amended, modified or assigned thereto from time to time.

"Assignment of Project Loan Mortgage" means the Assignment of Project Loan Mortgage and Security Agreement, dated as of December 23, 2020, given by the Issuer to the Trustee, as the same may be amended, modified or assigned thereto from time to time.

"Assignment of Mortgages" means collectively, (i) the Assignment of Building Loan Mortgage, (ii) the Assignment of Project Loan Mortgage, and (iii) the assignment of any other mortgages, from the Issuer to the Trustee to secure any Series of Additional Bonds.

"Audited Financial Statements" means the annual audited consolidated financial statements of the College and its Subsidiaries for a given Fiscal Year.

"Authorized Investments" means:

A. Direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States of America.

B. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself):

1. <u>U.S. Export-Import Bank</u> (Eximbank)
   Direct obligations are fully guaranteed certificates of beneficial ownership
2. <u>Farmers Home Administration</u> (FmHA)
   Certificates of beneficial ownership
3. <u>Federal Financing Bank</u>
4. <u>Federal Housing Administration Debentures</u> (FHA)
5. <u>General Services Administration</u>
   Participation Certificates
6. <u>Government National Mortgage Association</u> (GNMA or "Ginnie Mae")
   GNMA – guaranteed mortgage-backed bonds
   GNMA – guaranteed pass-through obligations
   <u>(not acceptable for certain cash-flow sensitive issues)</u>
7. <u>U.S. Maritime Administration</u>
   Guaranteed Title XI financing
8. <u>U.S. Department of Housing and Urban Development</u> (HUD)
   Project Notes
   Local Authority Bonds
   New Communities Debentures – U.S. government guaranteed debentures
   U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds

C. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

1. <u>Federal Home Loan Bank System</u>
   Senior debt obligations
2. <u>Federal Home Loan Mortgage Corporation</u> (FHLMC or "Freddie Mac")
   Participation Certificates
   Senior debt obligations
3. <u>Federal National Mortgage Association</u> (FNMA or "Fannie Mae")
   Mortgage-backed securities and senior debt obligations
4. <u>Resolution Funding Corp.</u> (REFCORP) obligations
5. <u>Farm Credit System</u>
   Consolidated systemwide bonds and notes

D. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933.

E. Certificates of deposit secured at all times by collateral described in (A) and/or (B) above. Such certificates must be issued by commercial banks, savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Trustee must have a perfected first security interest in the collateral.

F. Certificates of deposit, savings accounts, deposit accounts or money market deposits which are fully insured by FDIC, including BIF and SAIF.

G. Investment Agreements, including GIC's, Forward Purchase Agreements and Reserve Fund Put Agreements provided by banks and other institutions rated A by S&P and A by Moody's without regard to rating qualifier (+ or -).

H. Commercial paper rated, at the time of purchase, Prime – 1 by Moody's and A-1 or better by S&P.

I. Bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies.

J. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of Prime – 1 or A3 or better by Moody's and A-1 or A or better by S&P.

K. Repurchase agreements providing for the transfer of securities from a dealer bank or securities firm (seller/borrower) to a municipal entity (buyer/lender), and the transfer of cash from a municipal entity to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the municipal entity in exchange for the securities at a specified date.

1. Repurchase agreements must be between the Issuer and a dealer bank or securities firm.
   a. Primary dealers on a Federal Reserve reporting dealer list which are rated A or better by S&P or Moody's or
   b. Banks rated A or above by S&P, Fitch or Moody's.

2. The written repurchase agreements contract must include the following:
   a. Securities which are acceptable for transfer are:
      (1) Direct U.S. governments, or
      (2) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA and FHLMC)
   b. The term of the repurchase agreements may be up to 30 days.
   c. The collateral must be delivered to the Issuer, the Trustee (if the Trustee is not supplying the collateral) or third party acting as agent for the Trustee (if the Trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

   d. Valuation of collateral:

      (1) The securities must be valued weekly, marked-to-market at current market price plus accrued interest.
         (a) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repurchase agreements plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If,

however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

3. Legal opinion which must be delivered to the Issuer:
   a. Repurchase agreements meet guidelines under state law for legal investment of public funds.

All references in this definition of "Authorized Investments" to the ratings shall be the rating at the time such investment is made. Any subsequent downgrading or rating withdrawal shall not affect the status of an Authorized Investment.

"Authorized Representative" means, in the case of the Issuer, the Chairman, the Vice Chairman, the Chief Executive Officer, the Chief Financial Officer, the Secretary or the Assistant Secretary of the Issuer; in the case of the College, the President or the Vice President and Chief Financial Officer of the College; and, in the case of either of the Issuer and the College, such additional persons as, at the time, are designated to act on behalf of the Issuer or the College, as the case may be, by written certificate furnished to the Trustee, the Issuer or the College, as the case may be, containing the specimen signature of each such person and signed on behalf of (i) the Issuer by the Chairman, the Vice Chairman, the Chief Executive Officer, the Chief Financial Officer, the Secretary or the Assistant Secretary of the Issuer, or (ii) the College by the President or the Vice President and Chief Financial Officer of the College.

"Bond" or "Bonds" or "Series of Bonds" means the Series 2020 Bonds, and any Series of Additional Bonds.

"Bond Counsel" means the law firm of Nixon Peabody LLP or an attorney or other firm of attorneys whose experience in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized.

"Bond Documents" means the Bond Purchase Agreement, the Indenture, the Loan Agreement, the Tax Regulatory Agreement, the Notes, the Master Security Agreement, the Mortgages, the Assignment of Mortgages, the Building Loan Agreement, the Continuing Disclosure Agreement, the Preliminary Official Statement and the Official Statement.

"Bond Fund" means the fund so designated which is established by the Indenture.

"Bond Purchase Agreement" means the Bond Purchase Agreement, dated December 15, 2020, among the Issuer, the College and the Underwriter, as the same may be amended from time to time.

"Bond Proceeds" means the aggregate amount, including any accrued interest, paid to the Issuer by the Bondholders pursuant to the Indenture as the purchase price of the Series 2020 Bonds.

"Bond Rate" means the rate of interest from time to time payable on any of the Series 2020 Bonds as defined therein.

"Bond Registrar" means the Trustee, acting in its capacity as Bond Registrar with respect to the Bonds, and its successors and assigns in such capacity.

"Bond Resolution" means the resolution duly adopted by the Issuer on October 2, 2020, as amended and supplemented by the resolution duly adopted by the Issuer on December 2, 2020, authorizing the issuance, execution, sale and delivery of the Bonds and the execution and delivery of Issuer Documents, as such resolution may be further amended or supplemented from time to time.

"Bond Year" shall have the meaning in the Tax Regulatory Agreement.

"Bondholder" means Owner.

"Building Loan Agreement" means the Building Loan Agreement, dated as of December 1, 2020, by and among the Issuer, the College and the Trustee.

"Building Loan Mortgage" means the Building Loan Mortgage and Security Agreement, dated as of December 1, 2020, from the College to the Issuer, as the same may be amended, modified or assigned from time to time.

"Business Day" means any day other than a Saturday, a Sunday, a legal holiday or a day on which banking institutions in New York, New York or any city in which the principal office of the Trustee or any Paying Agent is located are authorized by law or executive order to remain closed.

"Capitalized Interest Account" means the account within the Project Fund which is created by the Indenture.

"Certificate of Authentication of the Trustee" and "Trustee's Certificate of Authentication" means the certificate executed by an authorized signatory of the Trustee certifying the due authentication of each of the Series 2020 Bonds issued under the Indenture.

"Closing Date" means the date of issuance and delivery of the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and the final, temporary and proposed rules, regulations, rulings and interpretations of the Department of the Treasury promulgated thereunder.

"Collateral" means, collectively, (i) all insurance proceeds required to be deposited in the Renewal Fund pursuant to the Indenture, now owned or hereafter acquired, (ii) all award proceeds required to be deposited in the Renewal Fund pursuant to the Indenture heretofore and hereafter paid or payable to the College by reason of a taking or condemnation of any part of the Project (including any Equipment) or any right of the College appurtenant thereto by competent authority as a result of the exercise of the power of eminent domain, including but not limited to any awards or payments for use and occupation or for change of grade of streets, together with any and all claims of the Issuer with respect thereto, (iii) all moneys and securities from time to time held by the Trustee pursuant to and under any of the Bond Documents, except moneys and securities held in the Rebate Fund (to the extent necessary to insure proper transfer to the Rebate Fund), and all investments and re-investments of any such moneys and securities, and the proceeds thereof, (iv) the Pledged Revenues secured by the Master Security Agreement and (v) all real and personal property and other property of the College constituting the Mortgaged Property secured by the Mortgages granted to the Issuer by the College to the Issuer and assigned by the Issuer to the Trustee.

"College" means Bard College, a duly organized and validly existing New York education corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, its successor and assigns and its Subsidiaries.

"College Documents" means the Bond Purchase Agreement, the Loan Agreement, the Tax Regulatory Agreement, the Notes, the Master Security Agreement, the Mortgages, the Building Loan Agreement, the Continuing Disclosure Agreement, the Preliminary Official Statement and the Official Statement.

"Completion Certificate" means with respect to the Project, the Completion Certificate delivered by the College to the Issuer and the Trustee pursuant to the Loan Agreement.

"Completion Date" means the date of completion of the Project as certified with a Completion Certificate.

"Computation Period" means "Computation Period" as defined in the Tax Regulatory Agreement.

"Condemnation" means the taking of title to, or the use of, Property under the exercise of the power of eminent domain by any governmental entity or other Person acting under governmental authority.

"Construction Account" means the account within the Project Fund which is created by the Indenture.

"Continuing Disclosure Agreement" means the Disclosure Dissemination Agent Agreement, dated as of December 23, 2020, between the College and Digital Assurance Certification, L.L.C., as disclosure dissemination agent.

"Costs of Issuance" means the costs and items of expense relating to the issuance of the Series 2020 Bonds permitted under the Indenture and the Tax Regulatory Agreement.

"Cost of Issuance Account" means the account within the Project Fund which is created by the Indenture.

"Cost of the Project" means all those costs and items of expense listed in the Loan Agreement.

"Debt Service Coverage Ratio" means the ratio of Operating Revenues Available for Debt Service to Annual Debt Service.

"Debt Service Payment" means, with respect to any Debt Service Payment Date, (i) the interest payable on such Debt Service Payment Date on all Bonds then Outstanding, plus (ii) the principal or Redemption Price, if any, payable on such Debt Service Payment Date on all such Bonds.

"Debt Service Payment Date" means any date on which each Debt Service Payment shall be payable on any of the Series 2020 Bonds so long as the Series 2020 Bonds shall be outstanding.

"Debt Service Reserve Fund" means the fund so designated which is created by the Indenture.

"Debt Service Reserve Fund Requirement" means (A) the lesser of (i) the maximum annual debt service on the applicable Series of Bonds, (ii) one-hundred twenty five percent (125%) of the College's average annual debt service on the applicable Series of Bonds, or (iii) ten percent (10%) of (x) the Stated Principal Amount (as defined in the Tax Regulatory Agreement) of the Series 2020A Bonds or (y) the par amount of the Series 2020B Bonds, as applicable, or (B) such lesser amount as may be required in a Supplemental Indenture authorizing a Series of Additional Bonds.

"DTC" means The Depository Trust Company, New York, New York.

"DTC Letter of Representation" means the Letter of Representation from the Issuer to DTC.

"Equipment" means all machinery, equipment and other personal property used and to be used in connection with the Project and financed with Bond Proceeds.

"Event of Default" (i) when used with respect to the Indenture means any of those events defined as an Event of Default by the Indenture, and (ii) when used with respect to the Loan Agreement, means any of the events defined as Events of Default by the Loan Agreement.

"Excluded Accounts" means any deposit accounts created by the College in which the College shall deposit only Excluded Property and proceeds of Excluded Property pursuant to the Master Security Agreement.

"Excluded Property" means (1) funds, financial assets (as defined in Article 8 of the UCC) and investments held as a part of the College's restricted endowment (however derived, including from gifts, grants, bequests, donations and contributions heretofore or hereafter made to the College) and any and all contracts and commitments howsoever made, for or to make gifts, grants, bequests, donations and contributions to be held as part of the College's restricted endowment, and (2) other money whose use is restricted by law or its donor from being used to pay debt service.

"Exempt Organization" means an organization described in Section 501(c)(3) of the Code and which is exempt from federal income taxation pursuant to Section 501(a) of the Code.

"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 Indenture other than Ordinary Services and Ordinary Expenses, including reasonable fees and disbursements of Trustee's counsel.

"Financing Documents" means the Indenture, the Loan Agreement and the Mortgages.

"Fiscal Year" means the twelve (12) month period beginning on July 1 in any year or such other fiscal year as the College may select from time to time.

"Fitch" means Fitch Ratings and its successors and assigns.

"Fund" means any Fund created and maintained pursuant to the Indenture.

"Government Obligations" means:

1. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series – "SLGS").
2. Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities.
3. Resolution Funding Corp. (REFCORP). Only the interest component of REFCORP strips which have been stripped by request to the Federal Reserve Bank of New York in book entry form are acceptable.
4. Pre-refunded municipal bonds rated Aa by Moody's and AA by S&P. If however, the issue is only rated by S&P (i.e., there is no Moody's rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations or AA rated pre-refunded municipals to satisfy this condition.
5. Obligations issued by the following agencies which are backed by the full faith and credit of the U.S.:

    a. U.S. Export-Import Bank (Eximbank)
    Direct obligations are fully guaranteed certificates of beneficial ownership
    b. Farmers Home Administration (FmHA)
    Certificates of beneficial ownership
    c. Federal Financing Bank
    d. General Services Administration
    Participation Certificates
    e. U.S. Maritime Administration
    Guaranteed Title XI financing
    f. U.S. Department of Housing and Urban Development (HUD)
    Project Notes
    Local Authority Bonds

New Communities Debentures – U.S. government guaranteed debentures – U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds

"Hazardous Substance" means, without limitation, any flammable, explosive, radon, radioactive materials, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls, petroleum, petroleum constituents, petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials, pollutants, or toxic pollutants, as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901, et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801, et seq.), the Toxic Substances Control Act, as amended (15 U.S.C. Sections 2601, et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. Sections 1251 et seq.), Articles 17 and 27 of the New York State Environmental Conservation Law, or any other applicable Environmental Law and the regulations promulgated thereunder.

"Holder" means Owner.

"Improvements" means all those buildings, improvements, structures and other related facilities (i) financed with Bond Proceeds or financed with any payment by the College pursuant to the Loan Agreement, and (ii) not part of the Equipment, all as they may exist from time to time.

"Included Accounts" means any deposit accounts created by the College in which the College shall deposit only the Pledged Revenues and proceeds of the Pledged Revenues pursuant to the Master Security Agreement.

"Indebtedness" means any obligation of the College for the payment of money, including without limitation (i) indebtedness for money borrowed, (ii) purchase money obligations, (iii) leases evidencing the acquisition of capital assets, (iv) reimbursement obligations, and (v) guarantees of any such obligation of a third party.

"Indenture" means the Indenture of Trust, dated as of December 1, 2020, by and between the Issuer and the Trustee, entered into in connection with the issuance, sale, delivery and payment of the Series 2020 Bonds and the security therefor as the same may be amended or supplemented from time to time.

"Independent Counsel" means an attorney or attorneys or firm or firms of attorneys duly admitted to practice law before the highest court of any state of the United States of America or in the District of Columbia and not a full time employee of the Issuer, the College or the Trustee.

"Information Report" means Form 8038 used by the issuers of certain tax-exempt bonds to provide the Internal Revenue Service with the information required to monitor the State volume limitations.

"Initial Bondholder" means Cede & Co., as nominee for DTC, as the initial owner of the Series 2020 Bonds.

"Interest Account" means the account within the Bond Fund which is established by the Indenture.

"Issuer" means (i) the Dutchess County Local Development Corporation, its successors and assigns, and (ii) any local governmental body resulting from or surviving any consolidation or merger to which the Issuer or its successors may be a party.

"Issuer Documents" means the Bond Purchase Agreement, the Series 2020 Bonds, the Loan Agreement, the Indenture, the Notes, the Assignment of Mortgages, the Building Loan Agreement, the Tax Regulatory Agreement, the Information Report, the Preliminary Official Statement and the Official Statement.

"Lien" means any interest in Property securing an obligation owed to a Person whether such interest is based on the common law, statute or contract, and including but not limited to the security interest arising from a mortgage, encumbrance, pledge, conditional sale or trust receipt or a lease, consignment or bailment for security purposes. The term "Lien" also means any reservations, exceptions, encroachments, easements, rights-of-way, covenants, conditions, restrictions, leases and other similar title exceptions and encumbrances, including but not limited to mechanics', materialmen's, warehousemen's, carriers' and other similar encumbrances affecting real property. For the purposes of this definition, a Person shall be deemed to be the owner of any Property which it has acquired or holds subject to a conditional sale agreement or other arrangement pursuant to which title to the Property has been retained by or vested in some other Person for security purposes.

"Loan Agreement" means the Loan Agreement dated as of December 1, 2020 by and between the College and the Issuer, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof, or any other Loan Agreement entered into in connection with any Series of Additional Bonds.

"Loan Term" means the duration of the loan term created in the Loan Agreement.

"Long-Term Debt Service Requirement" means, for any period of twelve (12) consecutive calendar months for which such determination is made, the aggregate of the payments to be made in respect of principal and interest (whether or not separately stated) on outstanding Long-Term Indebtedness during such period, excluding any debt service to be paid from amounts on deposit in an escrow fund created for the purpose of paying the principal of or interest on Long-Term Indebtedness.

"Long-Term Indebtedness" means Indebtedness having an original maturity of greater than one (1) year or Indebtedness on which the College has an option to extend the maturity thereof for a period of greater than one (1) year beyond the date of the original incurrence thereof.

"Management Consultant" means an independent consulting firm appointed by the College for the purpose of passing on questions relating to the financial affairs, management or operations of the College, which (i) has a favorable reputation for skill and experience in performing similar services in respect of entities of a comparable size and nature to the College and (ii) is not unsatisfactory to the Trustee.

"Master Security Agreement" means the Master Security Agreement, dated as of December 23, 2020, by and between the College and the Trustee, in its capacity as Collateral Agent, as the same may be amended, modified or assigned from time to time.

"Maximum Annual Debt Service Requirement" means, with respect to any Long-Term Indebtedness, the maximum Long-Term Debt Service Requirement for any one Fiscal Year during the remaining life of such Long-Term Indebtedness.

"Moody's" means Moody's Investor Service, Inc.

"Mortgages" means collectively, the Building Loan Mortgage and the Project Loan Mortgage, and any mortgage and security agreement granted by the College to secure any Additional Bonds or Additional Parity Indebtedness.

"Mortgaged Property" has the meaning set forth in the Mortgages.

"Net Proceeds" means so much of the gross proceeds with respect to which that term is used as remain after payment of all expenses, costs and taxes (including attorneys' fees) incurred in obtaining such gross proceeds.

"Office of the Trustee" means the principal corporate trust office of the Trustee, as specified in the Indenture, or such other address as the Trustee shall designate.

"Official Statement" means the Official Statement, dated December 15, 2020, distributed by the Underwriter and the College in connection with the sale of the Series 2020 Bonds.

"Operating Revenues Available for Debt Service" means total unrestricted operating revenues, including funds made available for operations from endowment funds and from other temporarily restricted sources, minus total unrestricted expenses, excluding depreciation, amortization, and interest expenses as displayed in the Audited Financial Statements produced in accordance with GAAP then applicable to the College, and excluding (a) any gains or losses resulting from either the extinguishment of indebtedness, (b) the sale, exchange, or other disposition of capital assets not in the ordinary course of business, (c) any non-cash adjustment for changes in accounting estimates, changes in GAAP, or other non-cash adjustments made in accordance with GAAP, (d) extraordinary items, (e) any realized gains or losses on the sale of investments or interest exchange agreements, and (f) any unrealized gains/appreciation or losses/depreciation on the carrying value of investments or interest exchange agreements.

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

"Outstanding" or "Bonds Outstanding" or "Outstanding Bonds" means all bonds which have been authenticated by the Trustee and delivered by the Issuer under the Indenture, or any supplement thereto, except: (i) any Bond cancelled by the Trustee because of payment or redemption prior to maturity; (ii) any bond deemed paid in accordance with the provisions of the Indenture, except that any such Bond shall be considered Outstanding until the maturity date thereof only for the purposes of being exchanged or registered; and (iii) any Bond in lieu of or in substitution for which another Bond shall have been authenticated and delivered pursuant to the Indenture, unless proof satisfactory to the Trustee is presented that any Bond, for which a Bond in lieu of or in substitution therefor shall have been authenticated and delivered, is held by a bona fide purchaser, as that term is defined in Article 8 of the UCC, in which case both the Bond so substituted and replaced and the Bond or Bonds so authenticated and delivered in lieu thereof or in substitution therefor shall be deemed Outstanding.

"Owner" means the registered owner of any Bond as shown on the registration books maintained by the Bond Registrar pursuant to the Indenture.

"Parity Indebtedness" means the Bonds and any Additional Parity Indebtedness.

"Parity Secured Party" means each of the Owners and any holders of Additional Parity Indebtedness.

"Paying Agent" means the Trustee, acting as such, and any additional paying agent for the Series 2020 Bonds appointed pursuant to the Indenture, their respective successors and any other corporation which may at any time be substituted in their respective places pursuant to the Indenture.

"Permitted Encumbrances" means (i) the Loan Agreement, (ii) the Indenture, (iii) the Master Security Agreement, (iv) the Mortgages, (v) the Assignment of Mortgages, (vi) the Building Loan Agreement, (vii) any Liens created under the foregoing and (viii) Permitted Liens.

"Permitted Liens" means:

(a) Any judgment lien or notice of pending action against the College so long as such judgment or pending action is being contested in good faith and execution thereon is stayed within sixty (60) days of entry or while the period for responsive pleading has not lapsed;

(b) (A) Rights reserved to or vested in any municipality or public authority by the terms of any right, power, franchise, grant, license, permit or provision of law, affecting any Mortgaged Property or Pledged Revenues, to (1) terminate such right, power, franchise, grant, license or permit, provided that the exercise of such right would not materially impair the College's use of the Mortgaged Property or Pledged Revenues or materially and adversely affect the value thereof, or (2) condemn, appropriate or recapture such Mortgaged Property or Pledged Revenues, or if it shall not materially impair the College's use of such Mortgaged Property or Pledged Revenues or materially and adversely affect the value thereof, purchase or designate a purchaser of such Mortgaged Property or Pledged Revenues; (B) any liens on any Mortgaged Property or Pledged Revenues for taxes, assessments, levies, fees, water and sewer rents, and other governmental and similar charges and any liens of mechanics, materialmen, laborers, suppliers or vendors for work or services performed or materials furnished in connection with such Mortgaged Property, which are not due and payable or which are not delinquent or which, or the amount or validity of which, are being contested and execution thereon is stayed or, with respect to liens of mechanics, materialmen, and laborers, have been due for less than sixty (60) days; (C) easements, rights-of-way, servitudes, restrictions and other minor defects, encumbrances, and irregularities in the title to any Mortgaged Property that do not materially impair the use of such Mortgaged Property or materially and adversely affect the value thereof; and (D) rights reserved to or vested in any municipality or public authority to control or regulate any Mortgaged Property or Pledged Revenues or to use such Mortgaged Property in any manner, which rights do not materially impair the use of such Mortgaged Property or Pledged Revenues or materially and adversely affect the value thereof;

(c) Any Lien described in the title insurance policy for the Mortgaged Property for the issuance of the Bonds that is existing on the date hereof; provided that no such Lien (or the amount of Indebtedness secured thereby) may be increased, extended, renewed or modified to apply to any Mortgaged Property or Pledged Revenues of the College not subject to such Lien on such date, unless such Lien as so increased, extended, renewed or modified otherwise qualifies as a Permitted Lien under the Indenture;

(d) Purchase money security interests and security interests, in each case to secure Additional Indebtedness, in connection with any real or personal property (excluding the Mortgaged Property) prior to the time of its acquisition through purchase, merger, consolidation or otherwise, or placed upon Mortgaged Property to secure a portion of the purchase price thereof, or lessor's interests in leases required to be capitalized in accordance with generally accepted accounting principles and insurance proceeds attributable to the property subject to such leases or purchase money security interest; provided that the aggregate principal amounts secured by any such interests shall not exceed at the time of incurrence or assumption the fair market value of such Mortgaged Property;

(e) Liens arising by reason of good faith deposits in connection with leases of real estate, bids or contracts (other than contracts for the payment of money), deposits 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;

(f) 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 College to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with workers' compensation, unemployment insurance, pension or profit-sharing plans or other similar arrangements, or to share in the privileges or benefits required for companies participating in such arrangements, and any Lien granted to a bank or similar entity providing a letter or line of credit to secure any obligation of the kind referred to in this summarized subsection (f) or any lien in the nature of a banker's lien or right of setoff with respect to deposits that the College maintains with any bank, except as otherwise provided in the Master Security Agreement;

(g) Liens on Mortgaged Property received by the College through gifts, grants or bequests, such Liens being due to restrictions on such gifts, grants or bequests of Mortgaged Property or the income thereon, up to the fair market value of such Mortgaged Property;

(h) Liens for taxes or special assessments not then delinquent or which are being contested by the College; and

(i) Leases that relate to Mortgaged Property of the College, as lessor, that are of a type that is customarily the subject of such leases, such as but not limited to food service facilities, residential leases to faculty or staff, and bookstores; leases, licenses or similar rights existing as of the date of the execution and delivery of the Master Security Agreement to use Mortgaged Property owned on such date by the College, and any renewal or extensions thereof; and any leases, licenses or similar rights to use Mortgaged Property whereunder the College is lessee, licensee or the equivalent thereof; provided, the College has in good faith acted to obtain subordination agreements for any such material commercial leases, and the College has the right to request estoppel certificates under any such new leases.

"Person" or "Persons" means an individual, partnership, corporation, trust or unincorporated organization, and a government or agency or political subdivision or branch thereof.

"Plans and Specifications" means those plans and specifications, if any, for the Improvements, as may be from time to time prepared for the College, as revised from time to time.

"Preliminary Official Statement" means the Preliminary Official Statement, dated December 7, 2020, distributed by the Underwriter and the College in connection with the sale of the Series 2020 Bonds.

"Principal Account" means the account within the Bond Fund which is established by the Indenture.

"Project Fund" means the fund so designated which is created by the Indenture.

"Promissory Note" or "Notes" means, collectively, (i) with respect to the Series 2020A Bonds, the Series 2020A Promissory Note from the College to the Issuer and (ii) with respect to the Series 2020B Bonds, the Series 2020B Promissory Note from the College to the Issuer, evidencing the College's obligations to make Loan Payments to the Issuer.

"Property" means any interest in any kind of property or asset, whether real, personal or mixed, or tangible or intangible.

"Rating Agency" means Moody's, Fitch, S&P or such other nationally recognized rating agency which shall have issued and is maintaining a rating on the Series 2020 Bonds.

"Rebate Amount" means, with respect to the Series 2020 Bonds, the amount computed as described in the Tax Regulatory Agreement.

"Rebate Fund" means the fund so designated pursuant to the Indenture.

"Record Date" means, with respect to any Debt Service Payment Date, the fifteenth (15^{th}) day of the month next preceding such Debt Service Payment Date (whether or not a Business Day).

"Redemption Date" means, when used with respect to a Bond, the date of redemption thereof established pursuant to the Indenture.

"Redemption Price" means, when used with respect to a Bond, the principal amount thereof plus the applicable premium, if any, payable upon the prior redemption thereof pursuant to the Indenture.

"Renewal Fund" means the fund so designated and created pursuant to the Indenture.

"Short-Term Indebtedness" means Indebtedness with a term of one (1) year or less, but not including accounts payable by the College in the ordinary course of its operations.

"Sinking Fund Payments" means payments made on a Debt Service Payment Date to pay the Redemption Price of bonds called for redemption pursuant to the Indenture.

"S&P" or "Standard & Poor's" means S&P Global Ratings.

"State" means the State of New York.

"Subordinate Indebtedness" means Long-Term Indebtedness, other than in the form of the issuance by the Issuer of Additional Bonds, provided that such Long-Term Indebtedness may only be secured by a Lien on Property that is not subject to the Lien of the Mortgages, and if it is secured by a Lien on Pledged Revenues under the Master Security Agreement, such Lien is subordinate to the Lien of the Bonds.

"Subsidiaries" means the subsidiaries of the College reported on a consolidated basis with the College in the Audited Financial Statements.

"Supplemental Indenture" means any indenture supplemental to or amendatory of the Indenture or in connection with the issuance of any Additional Bonds adopted by the Issuer in accordance with the Indenture.

"Tax Regulatory Agreement" means the Tax Regulatory Agreement, dated the Closing Date, between the Issuer and the College, as the same may be amended, modified or supplemented from time to time in accordance with the terms thereof and with the terms of the Indenture.

"Trust Estate" means the rights assigned pursuant to the Indenture and all Property which may from time to time be subject to the lien of the Indenture.

"Trustee" means (i) The Bank of New York Mellon, a banking corporation having trust powers duly organized and existing under the laws of the State of New York, having an office at 240 Greenwich Street, Floor 7E, New York, New York 10286, Attn: Corporate Trust, and (ii) its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee at the time serving as successor trustee under the Indenture.

"Unassigned Rights" means the rights of the Issuer and moneys payable pursuant to and under Sections 5.3(b), 6.7, 8.2, 8.8, 10.2(a)(i)(B) and (iii), 10.4(a) and 11.2(b) of the Loan Agreement.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

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SUMMARY OF CERTAIN PROVISIONS
OF THE INDENTURE OF TRUST

The following is a brief summary of certain provisions of the Indenture and should not be considered a full statement thereof. Reference is made to the Indenture for complete details of the terms thereof.

Authentication

No Series 2020 Bond shall be valid for any purpose or shall be entitled to any right or benefit under the Indenture unless there shall be endorsed on such Series 2020 Bond a Certificate of Authentication, duly executed by the Trustee, substantially in the form set forth in the Form of Series 2020 Bonds included in the Indenture. Such executed Certificate of Authentication by the Trustee upon any such Series 2020 Bond shall be conclusive evidence that such Series 2020 Bond has been authenticated and delivered under the Indenture. The Trustee's Certificate of Authentication on any Series 2020 Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the Certificate of Authentication on all of the Series 2020 Bonds issued under the Indenture.

Mutilated, Lost, Stolen or Destroyed Bonds

(a) In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and, upon its request, the Trustee shall authenticate and deliver, a new Bond of like maturity, series, interest rate and principal amount and bearing the same number (or such number as the Trustee shall permit) as the mutilated, destroyed, lost or stolen Bond, in exchange for the mutilated Bond, or in substitution for the Bond so destroyed, lost or stolen. In every case of exchange or substitution, the applicant shall furnish to the Issuer and to the Trustee (i) such security or indemnity as may be required by them to hold each of them harmless from all risks, however remote, and (ii) evidence to their satisfaction of the mutilation, destruction, loss or theft of the applicant's Bond and of the ownership thereof. Upon the issuance of any Bond upon such exchange or substitution, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the Issuer or the Trustee. In case any Bond which has matured or is about to mature shall become mutilated or be destroyed, lost or stolen, the Issuer may, instead of issuing a Bond in exchange or substitution therefor, pay or authorize the payment of the same (without surrender thereof except in the case of a mutilated Bond) if the applicant for such payment shall furnish to the Issuer and to the Trustee such security or indemnity as they may require to hold them harmless and evidence to the satisfaction of the Issuer and the Trustee of the mutilation, destruction, loss or theft of such Bond and of the ownership thereof.

(b) Every new Bond issued pursuant to the provisions of this summarized section shall constitute an additional contractual, special obligation of the Issuer (whether or not the destroyed, lost or stolen Bond shall be found at any time after the issuance of such new Bonds, in which case the destroyed, lost or stolen Bond shall be void and unenforceable) and shall be entitled to all the benefits of the Indenture equally and proportionately with any and all other Bonds duly issued under the Indenture.

(c) All Bonds shall be held and owned upon the express condition that the provisions of this summarized section are exclusive, with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude all other rights or remedies, notwithstanding any law or statute existing or hereinafter enacted to the contrary.

Establishment of Funds

The following trust funds are hereby established with the Trustee and shall be held, maintained and administered by the Trustee on behalf of the Issuer in accordance with the Indenture:

(a) Dutchess County Local Development Corporation Bond Fund – Bard College (the "Bond Fund"), and within such Bond Fund, an "Interest Account" and a "Principal Account" and within such Interest Account and Principal Accounts, Sub-Accounts for the Series 2020A Bonds, and the Series 2020B Bonds.

(b) Dutchess County Local Development Corporation Project Fund – Bard College (the "Project Fund"), and within such Project Fund, a "Series 2007 Bonds Redemption Account", a "Costs of Issuance Account," a "Construction Account" a "Series 2020A Bonds Capitalized Interest Account" and a "Series 2020B Project Account."

(c) Dutchess County Local Development Corporation Rebate Fund – Bard College (the "Rebate Fund").

(d) Dutchess County Local Development Corporation Renewal Fund – Bard College (the "Renewal Fund").

(e) Dutchess County Local Development Corporation Debt Service Reserve Fund – Bard College (the "Debt Service Reserve Fund"), and within such Debt Service Reserve Fund, a "Series 2020A Account" and a "Series 2020B Account."

(f) Upon the issuance of any series of Additional Bonds pursuant to the Indenture, the Supplemental Indenture entered into with such series of Additional Bonds shall create such Funds and Accounts and/or Subaccounts within any Account with respect to such series of Bonds.

Moneys to Be Held in Trust

All moneys deposited with, paid to or received by the Trustee for the accounts of the Issuer (other than amounts deposited in the Rebate Fund) shall be held by the Trustee in trust, and shall be subject to the lien of the Indenture and held for the security of the Owners of the particular Series of Bonds until paid in full; provided, however, that moneys which have been deposited with, paid to or received by the Trustee (i) for the redemption of a portion of the particular Series of Bonds, notice of the redemption of which has been given, or (ii) for the payment of the particular Series of Bonds or interest thereon due and payable otherwise than upon acceleration by declaration, shall be held in trust for and subject to a lien in favor of only the Owners of such Series of Bonds so called for redemption or so due and payable. Upon the issuance of any series of Additional Bonds pursuant to the Indenture, the Supplemental Indenture entered into with such series of Additional Bonds shall create such Funds and Accounts and/or subaccounts within any Account with respect to such series of Bonds. The Issuer authorizes and directs the Trustee to withdraw moneys from said funds for the purposes specified in the Indenture, which authorization and direction the Trustee hereby accepts.

Use of the Moneys in Project Fund

(a) Moneys in the Project Fund shall be applied and expended by the Trustee in accordance with the provisions of this summarized section and of the Loan Agreement.

(b) The Trustee is authorized and directed in the Indenture, on the Closing Date, to transfer amounts on deposit in the Series 2007 Bonds Redemption Account to the Series 2007 Bonds Trustee to redeem or defease the Series 2007 Bonds.

(c) On each Debt Service Payment Date during the construction period, the Trustee is authorized and directed to transfer from the Capitalized Interest Account (if funded) to the Interest Account of the Bond Fund an amount necessary to pay interest on the Series 2020 Bonds on each Debt Service Payment Date. Except as otherwise provided in paragraph (a) above or in the preceding sentence of this summarized subsection (c), the Trustee is directed to issue its checks or send its wires for each disbursement from the Construction Account of the Project Fund and the Costs of Issuance Account of the Project Fund upon being furnished with a written requisition therefor certified by an Authorized Representative of the College and substantially in the form of Exhibit B-1 and Exhibit B-2 annexed to the Indenture to pay the Costs of the Project and the Costs of Issuance, respectively. The Trustee shall maintain adequate records pertaining to the Project Fund and all disbursements therefrom.

(d) The completion of the Project and payment or provision for payment of all Costs of the Project shall be evidenced by the filing with the Trustee of the Completion Certificate required by the Loan Agreement. As soon as practicable and in any event not more than sixty (60) days after the date of the filing with the Trustee of the Completion Certificate referred to in the preceding sentence, any balance remaining in the Construction Account of the Project Fund, except amounts the College shall have directed the Trustee, in writing, to retain for any Cost of the Project not then due and payable, and after the making of any transfer to the Rebate Fund that the College shall have directed the Trustee, in writing, to make as required by the Tax Regulatory Agreement and the Indenture, shall without further authorization be transferred to the Bond Fund and thereafter applied as provided in the Indenture.

(e) Within sixty (60) days after transfer of the balance in the Project Fund to the Bond Fund, the Trustee shall file an accounting thereof with the Issuer and the College.

(f) All earnings on amounts held in the Project Fund shall be retained in the respective account of the Project Fund until the Completion Date. Any transfers by the Trustee of amounts to the Rebate Fund (which transfers may only be made at the written direction of the College) shall be drawn by the Trustee from the Project Fund.

(g) If an Event of Default under the Indenture shall have occurred and the outstanding principal amount of the Bonds shall have been declared due and payable, the entire balance remaining in the Project Fund, after making any transfer to the Rebate Fund directed to be made by the College pursuant to the Tax Regulatory Agreement and the Indenture, shall be transferred to the Bond Fund for the redemption of the Series 2020 Bonds.

Payments into Bond Fund

In addition to the payment into the Bond Fund of the accrued interest, if any, on the Series 2020 Bonds pursuant to the Indenture, there shall be deposited in the Bond Fund, as and when received (a) all payments received by the Trustee under the Loan Agreement or any similar provision in any Loan Agreement with respect to the payment of debt service on any Series of Additional Bonds; (b) amounts transferred from the Capitalized Interest Account (if funded) to the Interest Account pursuant to the Indenture; (c) the balance in the Project Fund and the Renewal Fund to the extent specified in the Indenture; (d) the amount of net income or gain received from the investments of moneys in the Bond Fund and all Funds and Accounts (other than the Rebate Fund) held under the Indenture after the Completion Date; (e) all other moneys received by the Trustee pursuant to any of the provisions of the Loan Agreement or the Indenture and designated for deposit in the Bond Fund; (f) amounts transferred pursuant to the Loan

Agreement; and (g) all other moneys received by the Trustee pursuant to any of the provisions of the Loan Agreement or the Indenture and designated for deposit in the Bond Fund.

Use of Moneys in Bond Fund

(a) Except as otherwise expressly provided in the Indenture, moneys in the Bond Fund shall be used solely for the purchase or redemption of Series 2020 Bonds and any Series of Additional Bonds as hereinafter provided. Moneys deposited in the Bond Fund in accordance with the provisions of the Indenture, however, may not be used for the payment of interest on the Series 2020 Bonds and any Series of Additional Bonds and such amounts may only be used to pay principal of, sinking fund installments of the Series 2020 Bonds or any Series of Additional Bonds as they become due and payable, or the Redemption Price of the Bonds called for redemption pursuant to the Indenture.

(b) The Trustee shall, on or before each Debt Service Payment Date of the Series 2020 Bonds, pay out of the monies then held for the credit of the Interest Account, including any amounts transferred from the Capitalized Interest Account of the Project Fund (if funded) pursuant to the Indenture to the Interest Account to pay interest payments on the Series 2020 Bonds, the amounts required for the payment of interest becoming due on the Series 2020 Bonds and any Series of Additional Bonds on such Debt Service Payment Date, and such amounts so withdrawn are hereby irrevocably dedicated for and shall be applied to the payment of interest.

(c) The Trustee shall, on or before each Debt Service Payment Date, when principal of the Series 2020 Bonds and any Series of Additional Bonds or Sinking Fund Payments are due, pay out of the monies then held for the credit of the Principal Account the amounts required for the payment of principal or Sinking Fund Payments becoming due at maturity, on a Sinking Fund Payment Date, or upon redemption of the Series 2020 Bonds and any Series of Additional Bonds on such Debt Service Payment Date or Sinking Fund Payment Date and such amounts so withdrawn are hereby irrevocably dedicated for and shall be applied to the payment of principal or Sinking Fund Payments.

(d) Moneys transferred to the Bond Fund from the Project Fund pursuant to the Indenture or from the Renewal Fund pursuant to the Indenture shall be invested, at the written direction of the College, with yield not in excess of (i) the yield on the Series 2020 Bonds, or (ii) the yield on tax-exempt obligations as described in Section 148(b)(3) of the Code, subject to limitations on earnings as set forth in the Tax Regulatory Agreement, and such moneys and earnings thereon shall be applied only to pay the principal or sinking fund installments of the Series 2020 Bonds and any Series of Additional Bonds as they become due and payable or the Redemption Price of Bonds subject to redemption pursuant to the Indenture.

(e) In the event there shall be on any Debt Service Payment Date, a deficiency in the Bond Fund (a "Payment Deficiency"), with respect to any Bond or Series of Bonds, the Trustee shall make up any such deficiency from the applicable Account of the Debt Service Reserve Fund to the extent of the amounts in such Account of the Debt Service Reserve Fund, by the withdrawal of monies from the Debt Service Reserve Fund, to the extent available and by the sale or redemption of securities held in the Debt Service Reserve Fund sufficient to make up any deficiency.

(f) The Trustee shall call Bonds for redemption according to the Indenture, upon written direction of the Issuer or the College to the Trustee, on or after the date the Series 2020A Bonds are subject to optional redemption pursuant to the Indenture or pursuant to the relevant provisions of a Supplemental Indenture with respect to a Series of Additional Bonds, whenever the assets of the Bond Fund shall be sufficient in the aggregate to provide monies to pay, redeem or retire all the Bonds then Outstanding or to redeem the Series 2020A Bonds in part pursuant to the Indenture, including accrued interest thereon to the Redemption Date. The Trustee shall call any series of Additional Bonds for redemption in accordance with the Supplemental Indenture providing for the issuance of such series of Additional Bonds.

(g) Moneys in the Bond Fund shall be used by the Trustee, upon the written request of an Authorized Representative of the College to purchase the Series 2020A Bonds on the most advantageous terms obtainable with reasonable diligence, provided that no such purchase shall be made:

(i) if an Event of Default under the Loan Agreement has occurred and is continuing;

(ii) within forty-five (45) days prior to any date on which Series 2020A Bonds or any Series of Additional Bonds are subject to redemption pursuant to the Indenture;

(iii) if the amount remaining in the Bond Fund, after giving effect to such purchase, is less than the amount required for the payment of the principal or Redemption Price of the Series 2020A Bonds or any Series of Additional Bonds theretofore matured or called for redemption, plus interest to the date of maturity or the Redemption Date, as the case may be, in all cases where such Series 2020A Bonds or any Series of Additional Bonds have not been presented for payment; or

(iv) at a price in excess of that specified by the College in its request to the Trustee, plus accrued interest to the date of purchase.

The Trustee shall promptly notify the Issuer and the College of the principal amount and the maturity of each Series of Bonds so purchased and the balance held in the Bond Fund after such purchase. The Trustee shall not, however, be subject to any liability to any Owner, the Issuer, the College or any other person by reason of its failure to mail the notice required by this summarized section. The Series 2020A Bonds so purchased by the College or any affiliate shall be delivered to the Trustee for cancellation within fifteen (15) days of the date of purchase unless the College shall deliver to the Trustee and the Issuer an opinion of Bond Counsel to the effect that the failure to surrender such Series 2020A Bonds by such date will not affect the exclusion of the interest on any Bonds then Outstanding from gross income for federal income tax purposes.

(h) In connection with the purchase of the Series 2020A Bonds with moneys on deposit in the Bond Fund as provided in the Indenture, the Trustee shall negotiate or arrange for such purchases in such manner (through brokers or otherwise and with or without receiving tenders) as it shall be instructed in writing by the College.

(i) If the balance in the Bond Fund, not otherwise required for scheduled payments of principal of, Redemption Price or interest on the Series 2020A Bonds or any Series of Additional Bonds, forty-five (45) days prior to any date on which the Series 2020A Bonds or any Series of Additional Bonds are subject to redemption pursuant to the Indenture equals or exceeds $50,000, the Trustee shall, upon the request of an Authorized Representative of the College, apply as much of such balance as can be so applied to the redemption of the Series 2020A Bonds or any Series of Additional Bonds on such next succeeding Redemption Date in the manner provided in the Indenture. The Trustee shall promptly notify the Issuer and the College of the principal amount and maturity of each Series 2020A Bond or any Series of Additional Bonds so redeemed and the balance held in the Bond Fund after such redemption.

(j) Whenever the amount in the respective Account in the Bond Fund is sufficient to redeem all of the Outstanding Series 2020 Bonds or any Series of Additional Bonds and to pay accrued interest to maturity or the date of redemption, the Trustee shall, upon request of an Authorized Representative of the College, take and cause to be taken the necessary steps to redeem all such Series 2020

Bonds or any Series of Additional Bonds on the next succeeding Redemption Date for which the required redemption notice may be given or on such later Redemption Date as may be specified by the College.

Payments into Debt Service Reserve Fund; Application of Debt Service Reserve Fund

(a) (i) Upon the issuance, sale and delivery of the Series 2020A Bonds, the Issuer shall transfer to the Trustee for deposit into the Series 2020A Account of the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Fund Requirement with respect to the Series 2020A Bonds, to the extent such moneys are available for such purpose from the proceeds of the sale of the Series 2020A Bonds.

(ii) Upon the issuance, sale and delivery of the Series 2020B Bonds, the Issuer shall transfer to the Trustee for deposit into the Series 2020B Account of the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Fund Requirement with respect to the Series 2020B Bonds, to the extent such moneys are available for such purpose from the proceeds of the sale of the Series 2020B Bonds.

(iii) The Trustee shall deposit into the Accounts of the Debt Service Reserve Fund all payments made by the College pursuant to the Loan Agreement.

(b) Moneys and securities held for credit in the Accounts of the Debt Service Reserve Fund shall be transferred by the Trustee to the corresponding Subaccounts of the Interest Account and the Principal Account of the Bond Fund at the times and in the amounts required pursuant to the Indenture.

(c) Whenever the Trustee shall determine that the moneys and securities in the Series 2020A Account of the Debt Service Reserve Fund will be equal to or in excess of the Redemption Price of all of the Outstanding Series 2020A Bonds plus accrued interest to the Redemption Date, the Trustee shall use and apply the amounts on deposit in the Debt Service Reserve Fund to the redemption of all Outstanding Series 2020A Bonds on the first date thereafter that such Series 2020A Bonds are subject to optional redemption pursuant to the Indenture. On the sixth (6^{th}) Business Day prior to the last Sinking Fund Payment date with respect to the Series 2020B Bonds, the Trustee shall transfer the amounts on deposit in the Series 2020B Account of the Debt Service Reserve Fund, if any, to the corresponding Subaccount of the Principal Account of the Bond Fund and applied to the payment of the principal component of the next upcoming Debt Service Payment with respect to such Series 2020B Bonds, and the College's obligations under the Loan Agreement shall be adjusted accordingly.

(d) Any income or interest earned by, or increment to, the Accounts of the Debt Service Reserve Fund shall be transferred by the Trustee and deposited (i) prior to the Completion Date, to the related Account of the Project Fund and applied to pay costs of the Project, and (ii) after the Completion Date, to the related Subaccount of the Interest Account of the Bond Fund with respect to such Series of Bonds and applied to the payment of the interest component of the next upcoming Debt Service Payments with respect to such Series of Bonds, and the College's obligations under the Loan Agreement shall be adjusted accordingly.

(e) In order to ensure the maintenance of the Debt Service Reserve Fund Requirement, the Trustee, upon the determination of any deficiency in an Account of the Debt Service Reserve Fund, shall make and deliver to the Issuer and the College at the intervals required pursuant to the Indenture, a certificate stating the amount required to restore the amount of such Account of the Debt Service Reserve Fund to the amount of the applicable Debt Service Reserve Fund Requirement, and the Trustee shall collect such deficiency from the College as provided in the Loan Agreement.

(f) The money on deposit in the Series 2020A Account of the Debt Service Reserve Fund is held solely for the benefit of the holders of the Series 2020A Bonds and no portion of the Series 2020A Account of the Debt Service Reserve Fund may be used to pay Debt Service Payments on the Series 2020B Bonds or any other Series of Bonds. The money on deposit in the Series 2020B Account of the Debt Service Reserve Fund is held solely for the benefit of the holders of the Series 2020B Bonds and no portion of the Series 2020B Account of the Debt Service Reserve Fund may be used to pay Debt Service Payments on the Series 2020A Bonds or any other Series of Bonds.

Payments into Renewal Fund; Application of Renewal Fund

(a) The Net Proceeds resulting from any insurance award, condemnation award or recovery from any contractor or subcontractor with respect to the Projects or any portion of the Projects shall be deposited in the Renewal Fund. The amounts in the Renewal Fund shall be subject to a security interest, lien and charge in favor of the Trustee until disbursed as provided in the Indenture.

(b) In the event the Series 2020 Bonds or any Series of Additional Bonds shall then be subject to redemption in whole or in part pursuant to the terms thereof or of the Indenture, the Trustee shall, after making any transfer to the Rebate Fund, at the written direction of the College, as required by the Tax Regulatory Agreement and the Indenture, transfer the amounts deposited in the Renewal Fund to the Bond Fund. If, on the other hand, the College elects to replace, repair, rebuild, restore or relocate the Projects or any portion of the Projects pursuant to the Loan Agreement, the Trustee shall, at the written direction of the College, apply the amounts on deposit in the Renewal Fund, after making any transfer to the Rebate Fund, at the written direction of the College, as required by the Tax Regulatory Agreement and the Indenture, to such replacement, repair, rebuilding, restoration or relocation. Upon the completion of such replacement, repair, rebuilding, restoration or relocation, and after making any transfer to the Rebate Fund, at the written direction of the College, as required by the Tax Regulatory Agreement and the Indenture, any balance remaining in the Renewal Fund shall without further authorization be transferred to the Principal Account of the Bond Fund and thereafter applied to pay the principal or sinking fund installments of the Series 2020 Bonds or any Series of Additional Bonds as they become due and payable.

(c) If any Event of Default shall exist at the time of the receipt by the Trustee of the Net Proceeds in the Renewal Fund and be continuing, the Trustee, unless it exercises the remedy provided by the Loan Agreement, shall, after making any transfer to the Rebate Fund, at the written direction of the College, as required by the Tax Regulatory Agreement and the Indenture, transfer the amounts deposited in the Renewal Fund to the Bond Fund to be applied in accordance with the Indenture.

(d) If the College elects to replace, repair, rebuild, restore or relocate the Projects or any portion of the Projects pursuant to the Loan Agreement, the Trustee is hereby authorized to apply the amounts in the Renewal Fund to the payment (or reimbursement to the extent the same shall have been paid by or on behalf of the College or the Issuer) of the costs required for the replacement, repair, rebuilding, restoration or relocation of the Projects. The Trustee is further authorized upon the written direction of the College, and directed to issue its checks for each disbursement from the Renewal Fund upon a requisition submitted to the Trustee and signed by an Authorized Representative of the College. Such requisition shall be in the same form and subject to the same conditions as requisitions from the Project Fund.

Investment Earnings on Funds; Application of Investment Earnings on Funds

(a) All investment income or earnings on amounts held in the Project Fund, the Renewal Fund, the Bond Fund or any other special fund held under any of the Bond Documents (other than the Rebate Fund) prior to the Completion Date shall be deposited, upon receipt by the Trustee into the Project Fund and used for the purposes set forth in the Indenture and after the Completion Date shall be used to pay any remaining sums due for costs of the Project not previously paid, or deposited by the Trustee into the Interest Account of the Bond Fund and used to pay the interest component of the next upcoming Debt Service payment; provided, such investment income or earnings on Bond Proceeds of the Series 2020A Bonds shall only be used to pay Debt Service Payments on the Series 2020A Bonds. The Trustee shall keep separate accounts of all investment earnings from each fund and account under the Indenture to indicate the source of the income or earnings.

(b) Within thirty (30) days after the end of each Computation Period, the Trustee, at the written direction of an Authorized Representative of the College, shall transfer to the Rebate Fund instead of the Project Fund or the Interest Account of the Bond Fund an amount of the investment earnings on the funds and accounts under the Indenture, such that the amount transferred to the Rebate Fund is equal to that amount as is set forth as the Rebate Amount in a written certificate delivered by the College to the Trustee pursuant to the Tax Regulatory Agreement and the Indenture.

Payments into Rebate Fund; Application of Rebate Fund

(a) The Rebate Fund and the amounts deposited therein shall not be subject to a security interest, pledge, assignment, lien or charge in favor of the Trustee or any Owner of any Series of Bond or any other Person.

(b) The Trustee, upon the receipt of a certification of the Rebate Amount from an Authorized Representative of the College, shall transfer, from moneys in the Project Fund or the Renewal Fund, or from any other moneys paid by the College in accordance with the Tax Regulatory Agreement, into the Rebate Fund, within thirty (30) days after the end of each Bond Year, an amount such that the amount held in the Rebate Fund after such deposit is equal to the Rebate Amount calculated as of the last day of the immediately preceding Bond Year. If there has been delivered to the Trustee a certification of the Rebate Amount in conjunction with the completion of the Project pursuant to the Loan Agreement at any time during a Bond Year, the Trustee shall deposit in the Rebate Fund within thirty (30) days of the Completion Date an amount received from the College such that the amount held in the Rebate Fund after such deposit is equal to the Rebate Amount calculated at the completion of the Project. The amount deposited in the Rebate Fund pursuant to this summarized paragraph shall be paid by the College pursuant to the Tax Regulatory Agreement.

(c) In the event that on the first day of any Bond Year the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the Trustee, upon the receipt of written instructions from an Authorized Representative of the College, shall withdraw such excess amount and deposit it in the Project Fund until the completion of the Project, or, after the Completion Date, deposit it in the Bond Fund.

(d) The Trustee, upon the receipt of written instructions from an Authorized Representative of the College, shall pay to the United States, out of amounts in the Rebate Fund, (i) not later than thirty (30) days after the last day of the fifth Bond Year and after every fifth Bond Year thereafter, an amount such that, together with prior amounts paid to the United States, the total paid to the United States is equal to ninety percent (90%) of the Rebate Amount with respect to the Series 2020A Bonds as of the date of such payment, and (ii) notwithstanding the provisions of the Indenture, not later than thirty (30) days after the date on which all Series 2020A Bonds have been paid in full, one hundred (100%) percent of the Rebate Amount as of the date of payment.

(e) The Trustee shall have no obligation under the Indenture to transfer any amounts to the Rebate Fund unless the Trustee shall have received specific written instructions from the College to make such transfer.

Investment of Moneys

(a) Moneys held in any fund established pursuant to the Indenture shall be invested and reinvested by the Trustee in Authorized Investments, pursuant to written direction by an Authorized Representative of the College. Such investments shall mature in such amounts and have maturity dates or be subject to redemption at the option of the owners thereof on or prior to the date on which the amounts invested therein will be needed for the purposes of such fund or accounts. The Trustee may at any time, at the written direction of an Authorized Representative of the College, sell or otherwise reduce to cash a sufficient amount of such investments whenever the cash balance in such fund or accounts is insufficient for the purposes thereof. Any such investments shall be held by or under control of the Trustee and shall be deemed at all times a part of the fund or the respective account within a fund or special trust account for which such moneys are invested, and the interest accruing thereon and any profit realized from such investment shall be credited to and held in and any loss shall be charged to the applicable fund.

(b) The Trustee may make any investment permitted by this summarized section through its own bond department. Notwithstanding anything to the contrary contained in the Indenture, the Trustee shall not be liable for any depreciation in the value of any investment made pursuant to this summarized section or for any loss arising from any such investment.

(c) Any investment in the Indenture authorized is subject to the condition that no use of the proceeds of any Bonds or of any other moneys shall be made which, if such use had been reasonably expected on the date of issue of such Series 2020A Bonds, would cause such Series 2020A Bonds to be "arbitrage bonds" within the meaning of such quoted term in Section 148 of the Code. The Trustee shall not be liable if such use shall cause the Series 2020A Bonds to be "arbitrage bonds", provided only that the Trustee shall have made such investment pursuant to the written direction or confirmation by an Authorized Representative of the College as provided in this summarized section.

(d) Reserved.

(e) The Trustee shall, at the written direction of the College, sell at the best price obtainable by the Trustee, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide monies to meet any payment or transfer from the Fund or account for which such investment was made.

Payment to College upon Payment of Bonds

Except as otherwise specifically provided in the Indenture, after payment in full of the principal or Redemption Price of and interest on all the Series 2020 Bonds or any Series of Bonds (or after provision for the payment thereof has been made in accordance with the Indenture) and after payment in full of the fees, charges and expenses of the Trustee and any Paying Agent, including reasonable attorneys' fees, and all other amounts required to be paid under the Indenture, and the fees, charges and expenses of the Issuer and all other amounts required to be paid under the Loan Agreement, all amounts remaining in any fund established pursuant to the Indenture with respect to such Series of Bonds (except the Rebate Fund) or otherwise held by the Trustee and by any additional Paying Agent for the account of the Issuer or the College under the Indenture or under the Loan Agreement shall be paid to the College.

Failure to Present Bonds

Subject to the provisions of the Indenture, in the event any Bond shall not be presented for payment when the principal or Redemption Price thereof becomes due, either at maturity or at the date fixed for prior redemption thereof or otherwise, if moneys sufficient to pay such Bond shall be held by the Trustee for the benefit of the Owner thereof, all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged. Thereupon, the Trustee shall hold such moneys, without liability for interest thereon, for the benefit of the Owner of such Bonds, who shall thereafter be restricted exclusively to such moneys for any claim under the Indenture or on, or with respect to, said Bond. Subject to any law to the contrary, if any Bond shall not be presented for payment within the period of two (2) years following the date when such Bond becomes due, whether by maturity or call for prior redemption or otherwise, the Trustee shall return to the Issuer the funds theretofore held by it for payment of such Bond, and thereafter (a) all liability of the Trustee with respect to such moneys shall terminate, and (b) such Bond shall, subject to the defense of any applicable statute of limitations, thereafter be an unsecured obligation of the Issuer. The Trustee shall, at least sixty (60) days prior to the expiration of such two (2) year period, give notice to any Owner who has not presented any Bond for payment that any moneys held for the payment of any such Bond will be returned as provided in this summarized section at the expiration of such two (2) year period. The failure of the Trustee to give any such notice shall not affect the validity of any return of funds pursuant to this summarized section.

Cancellation

All Bonds surrendered to the Trustee for payment, redemption, transfer or exchange, and Bonds surrendered to the Trustee by the Issuer, or by the College on behalf of the Issuer, for cancellation, shall be promptly cancelled by the Trustee. All Bonds cancelled by the Trustee shall be disposed of by the Trustee in accordance with its customary procedures and shall not be reissued. A copy of the canceled Bond or Bonds or other form of notice of such cancellation shall be delivered to the College upon its written request.

Agreement to Provide Information

The Trustee agrees, whenever requested in writing by the Issuer or the College, to provide such information that is known to the Trustee relating to the Bonds as the Issuer or the College, from time to time, may reasonably request, including, but not limited to, such information as may be necessary to enable the Issuer or the College to make any reports required by any Federal, state or local law or regulation or to request any consent or waiver from the holders of the Bonds.

Continuing Disclosure Agreement

The College will enter into the Continuing Disclosure Agreement on the Closing Date. The Issuer shall have no liability to the holders of the Bonds or any other person with respect to, any reports, notices or disclosures required by or provided pursuant to the Continuing Disclosure Agreement. The College agrees to enter into the Continuing Disclosure Agreement on the Closing Date and to comply with and carry out all of its obligations under the Continuing Disclosure Agreement. Notwithstanding any other provision of the Indenture, failure of the College to perform in accordance with the Continuing Disclosure Agreement shall not constitute a default or an Event of Default under the Indenture, and the rights and remedies provided by the Indenture upon the occurrence of such a default or an Event of Default shall not apply to any such failure, but the Continuing Disclosure Agreement may be enforced only as provided therein. If a Series of Additional Bonds is issued under the Indenture and a continuing disclosure agreement is required to be executed by the College with respect thereto, the College agrees to enter into a written continuing disclosure agreement with the College for the benefit of the Holders of such Series of the Bonds in substantially the form of the Continuing Disclosure Agreement which shall be executed and delivered solely to assist the College in complying with Rule 15c2-12(b)(5) of the Securities Exchange Act of 1934, as in effect on such date.

Discharge of Lien

(a) If the Issuer shall pay or cause to be paid to the Owners of any series of Bonds or of all Outstanding Bonds the principal thereof, redemption premium, if any, and interest thereon, at the times and in the manner stipulated therein and in the Indenture, and if there shall have been paid all fees, charges and expenses required to be paid under the Indenture, then the lien on the Trust Estate hereby created for the benefit of the Owners of such Series of Bonds so paid shall be released, discharged and satisfied. In such event, except as otherwise specifically provided in the Indenture, the Trustee and any additional Paying Agent shall pay or deliver to the College all moneys or securities held by it pursuant to the Indenture which are not required for the payment of principal of, interest and premium, if any, on such Series of Bonds. The Issuer may pay or cause to be paid any Series of Bonds without at the same time paying or causing to be paid all other Series of Outstanding Bonds. If the Issuer does not pay or cause to be paid, at the same time, all Outstanding Bonds, then the Trustee and any additional Paying Agent shall not return those moneys and securities held under the Indenture as security for the benefit of the Owners of Bonds not so paid or caused to be paid.

(b) When all of the Outstanding Bonds shall have been paid in full, or provisions for such full payment of all Outstanding Bonds shall have been made in accordance with this summarized section and the Indenture, the Trustee and the Issuer shall promptly execute and deliver to the College such written certificates, instruments and documents as the College shall reasonably provide to cause the lien of the Indenture upon the Trust Estate to be discharged and canceled.

(c) Notwithstanding the fact that the lien of the Indenture upon the Trust Estate may have been discharged and canceled in accordance with this summarized section, the Indenture and the rights granted and duties imposed hereby, to the extent not inconsistent with the fact that the lien upon the Trust Estate may have been discharged and canceled, shall nevertheless continue and subsist until the principal or Redemption Price of and interest on all of the Bonds shall have been fully paid or the Trustee shall have returned to the Issuer pursuant to the Indenture all funds theretofore held by the Trustee for payment of any Bonds not theretofore presented for payment.

Discharge of the Indenture

(a) Any Outstanding Bond or installments of interest with respect thereto shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning of, and with the effect expressed in, summarized subsection (a) under the heading "Discharge of Lien" if: (i) there shall have been deposited with the Trustee sufficient cash and/or Government Obligations, in accordance with summarized subsection (b) below, which will, without further investment, be sufficient, together with the other amounts held for such payment, to pay the principal of the Series of Bonds when due or to redeem the Series of Bonds on the earliest possible redemption date thereof at the Redemption Price specified in the Indenture; (ii) in the event such Bonds are to be redeemed prior to maturity in accordance with the Indenture or in a Supplemental Indenture with respect to such Series of Bonds, all action required by the provisions of the Indenture to redeem the Bonds shall have been taken or provided for to the satisfaction of the Trustee and notice thereof in accordance with the Indenture or in a Supplemental Indenture with respect to such Series of Bonds shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice; (iii) provision shall have been made for the payment of all fees and expenses of the Trustee and of any additional Paying Agent with respect to the Series of Bonds of which the Bond is a part; (iv) the Issuer shall have been reimbursed for all of its expenses under the Loan Agreement with respect to the Series of Bonds of which such Series of Bonds is a part; (v) all other payments required to be made under the Loan Agreement and the Indenture or any Supplemental Indenture with respect to such Series of Bonds of which the Bond is a part shall have been made or provided for; (vi) the Issuer causes to be delivered an opinion of Independent Counsel stating that all conditions precedent with respect to the satisfaction and discharge of the Indenture have been met, then these presents and the trust and rights hereby granted shall cease, terminate and be void; and (vii) there shall have been delivered to the Issuer and to the Trustee a verification report from a verification agent (in each case reasonably satisfactory to the Issuer and the Trustee) to the effect that the moneys and/or Government Obligations are sufficient, together with any income to be earned thereon, without reinvestment, to pay the principal of, interest on, and redemption premium, if any, of the Bonds to be defeased.

(b) For the purpose of this summarized section, the Trustee shall be deemed to hold sufficient moneys to pay the principal of an Outstanding Bond not then due or to redeem an Outstanding Bond prior to the maturity thereof only if there shall be on deposit with the Trustee and available for such purpose an amount of cash and/or a principal amount of Government Obligations, maturing or redeemable at the option of the owner thereof not later than (i) the maturity date of such Series of Bonds, or (ii) the first date following the date of computation on which such Series of Bonds may be redeemed pursuant to the Indenture (whichever may first occur), which, together with income to be earned on such Government Obligations prior to such maturity date or Redemption Date, equals the principal and redemption premium, if any, due on such Series of Bonds, together with all interest thereon (at the maximum applicable rate) which has accrued and which will accrue to such maturity or Redemption Date.

(c) Upon the defeasance of any series of Series of Bonds or of all Outstanding Bonds in accordance with the Indenture, the Trustee shall hold in trust, for the benefit of the Owners of such Series of Bonds, all such cash and/or Government Obligations, shall make no other or different investment of such cash and/or Government Obligations and shall apply the proceeds thereof and the income therefrom only to the payment of such Bonds.

Events of Default

The following shall be "Events of Default" under the Indenture with respect to any Bond or any Series of Bonds:

(a) A default in the due and punctual payment of any interest or any principal, Sinking Fund Payments, or Redemption Price of any Bond, whether at the stated maturity thereof, upon proceedings for redemption thereof or upon the maturity thereof by declaration, or any other amounts due under the Indenture or the other Bond Documents or any other bond documents entered into in connection with any series of Additional Bonds; or

(b) A default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer contained in the Indenture or in any Series of Bonds and the continuance thereof for a period of thirty (30) days after written notice given by the Trustee or by the Owners of not less than fifty-one percent (51%) of the principal amount of the applicable Series of Bonds then Outstanding; or if such default cannot be cured within thirty (30) days, but the Issuer is proceeding diligently to cure such default, then the Issuer shall be permitted an additional ninety (90) days within which to remedy the default; or

(c) The occurrence of an Event of Default under any Loan Agreement.

Acceleration; Annulment of Acceleration; Default Rate

(a) Upon the occurrence of an Event of Default under the Loan Agreement under summarized section (a)(v) under the heading "Events of Default Defined" or any similar provision in any other Loan Agreement with respect to any Additional Bonds, all Series of Bonds Outstanding shall become immediately due and payable without action or notice of any kind on the part of the Trustee or the Issuer.

Upon the occurrence and continuance of an Event of Default, the Trustee shall, by notice in writing delivered to the Issuer and the College, declare all Series of Bonds Outstanding immediately due and payable, and such Series of Bonds shall become and be immediately due and payable, anything in the Series of Bonds or in the Indenture to the contrary notwithstanding. In such event, there shall be due and payable on the Series of Bonds an amount equal to the total principal amount of all such Series of Bonds, plus all interest accrued thereon and which will accrue thereon to the date of payment. If all of the Series of Bonds Outstanding shall become so immediately due and payable, the Issuer and the Trustee shall as soon as possible declare by written notice to the College all unpaid installments payable by the College under the Loan Agreement or any similar provision in any other Loan Agreement with respect to any Additional Bonds to be immediately due and payable.

(b) At any time after the principal of the Series 2020 Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Indenture, the Trustee may annul such declaration and its consequences with respect to any Series 2020 Bonds not then due by their terms if (i) moneys shall have been deposited in the Bond Fund sufficient to pay all matured installments of interest and principal, Sinking Fund Payments, or the Redemption Price (other than principal then due only because of such declaration) of such Outstanding Series of Bonds; (ii) sufficient moneys shall be available to pay the amounts described in the Indenture; (iii) all other amounts then payable by the Issuer under the Indenture shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (iv) every other Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Enforcement of Remedies

(a) Upon the occurrence and continuance of any Event of Default, and upon being provided with security or indemnity reasonably satisfactory to the Trustee against any liability or expense which might thereby be incurred, the Trustee shall proceed forthwith to protect and enforce its rights and the rights of the Owners under the Act, the applicable Series of Bonds and the applicable Loan Agreement by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient. In considering what actions are or are not prudent in the circumstances, the Trustee shall consider whether or not to take such action as may be permitted to be taken by the Trustee under any of the Financing Documents.

(b) The Trustee acting directly may sue for, enforce payment of and receive any amounts due or becoming due from the Issuer or the College for principal, Redemption Price, interest or otherwise under any of the provisions of the Series of Bonds, the Bond Documents, and any bond documents entered into in connection with any Series of Additional Bonds without prejudice to any other right or remedy of the Trustee or of the Owners.

(c) Regardless of the happening of an Event of Default, the Trustee shall have the right to institute and maintain such suits and proceedings as it may be advised by such Owners shall be necessary or expedient (i) to prevent any impairment of the security under the Indenture by any acts which may be unlawful or in violation of the Indenture or of any resolution authorizing any Series of Bonds, or (ii) to preserve or protect the interests of the Owners, provided that such request is in accordance with law and the provisions of the Indenture and is not unduly prejudicial to the interests of the Owners not making such request.

Appointment of Receivers

Upon the occurrence of an Event of Default and upon the filing of a suit or commencement of other judicial proceedings to enforce the rights of the Trustee or the Owners under the Indenture, the Trustee shall, to the extent permitted by law, be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues and receipts thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Application of Moneys

(a) The Net Proceeds received by the Trustee pursuant to any right given or action taken under the provisions of the Indenture shall be, after paying the fees and expenses of the Trustee, deposited in the Bond Fund.

(b) All moneys held in the Bond Fund for any particular Series of Bonds during the continuance of an Event of Default shall be applied as follows:

(i) Unless the principal of all the Bonds of a particular Series of Bonds shall have become due or shall have been declared due and payable,

FIRST - To the payment of all installments of the 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 particular installment of interest, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto without any discrimination or preference; and

SECOND - To the payment of the unpaid principal or Redemption Price, if any, of any Series of Bonds or principal installments which shall have become due (other than any Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), in order of their due dates, with interest on such Bonds, at the rate or rates expressed thereon, from the respective dates upon which such Bonds became due and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal and interest due on such date, to the Persons entitled thereto without any discrimination or preference; and

THIRD - To the payment of the principal or Redemption Price of and interest on such Bonds as the same become due and payable; and

(ii) If the principal of all such Bonds shall have become due or shall have been declared due and payable, to the payment of the principal and interest (at the rate or rates expressed thereon) then due and unpaid upon all such 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 Bonds of such series, ratably according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference; and

(iii) If the principal of all such Bonds shall have been declared due and payable and if such declaration shall thereafter have been annulled pursuant to provisions of the Indenture, the moneys shall be applied in accordance with the provisions of paragraph (i) of this summarized subsection (b).

(c) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this summarized section, such moneys shall be applied at such time or times as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. On the date fixed by the Trustee for application of such moneys, 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 application of any such moneys and of the fixing of any such date.

Remedies Vested in Trustee

Except as otherwise provided in the Indenture, all rights of action (including the right to file proof of claim) under the Indenture or under any of the Series of Bonds may be enforced by the Trustee without possession of any of the Series of Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of any Series of Bonds. Subject to the provisions of the Indenture, any recovery of judgment shall be for the equal benefit of the Owners of the Outstanding Bonds.

Remedies Not Exclusive

No remedy conferred upon or reserved to the Trustee or to the Owners by the Indenture is intended to be exclusive of any other remedy. Each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Owners hereunder or now or hereafter existing at law or in equity or by statute.

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SUMMARY OF CERTAIN PROVISIONS OF THE LOAN AGREEMENT

The obligations of the College to make payments under the Loan Agreement are evidenced by Promissory Notes for the Series 2020 Bonds from the College to the Issuer and endorsed by the Issuer to the Trustee. The payments by the College under the Loan Agreement and the Promissory Notes are intended as security for the Series 2020 Bonds.

The following is a brief summary of certain provisions of the Loan Agreement and should not be considered a full statement thereof. Reference is made to the Loan Agreement for complete details of the terms thereof.

Financing of Project

The College agrees that the Bond Proceeds of the Series 2020 Bonds will be used to pay the Costs of the Project.

Issuance of the Series 2020 Bonds; Disbursement of Bond Proceeds

In order to provide funds for payment of the Costs of the Project, together with other payments and incidental expenses in connection therewith, the Issuer agrees that it will authorize, issue, sell and cause the Series 2020 Bonds to be delivered on the terms set forth in the Indenture. Bond Proceeds shall be disbursed in accordance with the provisions of the Indenture and the Loan Agreement.

Application of Bond Proceeds

The Bond Proceeds shall be deposited as provided in the Loan Agreement. Except as provided in the Loan Agreement, the Bond Proceeds, upon the written direction of an Authorized Representative of the College and on the conditions provided for in the Indenture, shall be applied to pay only the following costs and items of expense paid by or on behalf of the Issuer on or after the Closing Date, except as may otherwise be provided under the Tax Regulatory Agreement or included in a resolution of the Board of Trustees of the College indicating an intent to reimburse the College for costs of the Project incurred prior to that date:

(i) the cost of preparing the Plans and Specifications (including any preliminary study or planning of the Project or any aspect thereof),

(ii) all costs of the Project, including, without limitation, all costs of renovating, constructing, equipping and furnishing the Project (including environmental audits and architectural, engineering and supervisory services with respect to the Project), and amounts necessary to refund the Series 2007 Bonds,

(iii) all fees, taxes, charges and other expenses for recording or filing, as the case may be, any documents that the Issuer or the Trustee may deem desirable in order to protect or perfect any security interest contemplated by the Indenture,

(iv) all legal, underwriting, accounting and any other fees, costs and expenses, including, without limitation, the fees and expenses of the Issuer incurred in connection with the preparation, printing, reproduction, authorization, issuance, execution, sale and distribution of the Series 2020 Bonds and the Bond Documents and all other documents in connection herewith or therewith, with the refunding of the Series 2007 Bonds and with any other transaction contemplated by the Loan Agreement or the Indenture,

(v) any funds or reserves required to be maintained by the Bond Documents, if any,

(vi) any administrative fee and fee for services of the Issuer, and

(vii) reimbursement to the College for any of the above-enumerated costs and expenses.

Certificates of Completion

To establish the Completion Date, the College shall deliver to the Issuer and the Trustee a Completion Certificate signed by an Authorized Representative of the College (i) stating that the acquisition, renovation, construction, equipping and furnishing of the Project to be paid for with the Bond Proceeds has been substantially completed in accordance with the Plans and Specifications therefor; and (ii) stating that except for amounts retained in the Project Fund for the payment of incurred, but unpaid, items of the Costs of the Project or items when the College is then contesting the payment thereof, the payment for all labor, services, materials and supplies used in such renovation, construction, equipping and furnishing has been made or provided for. The College agrees to use its best efforts to complete the renovation, construction, equipping and furnishing of the Project on or before December 23, 2023 unless such date has been extended by the Issuer. The Issuer shall not extend such Completion Date unless the College has caused to be delivered to the Issuer and the Trustee an acceptable opinion of Bond Counsel stating that the extension of the Completion Date will not adversely affect the exclusion of interest on the Series 2020A Bonds from gross income for Federal income tax purposes. Such Completion Certificate shall further certify as to the determination of the Rebate Amount as provided in the Tax Regulatory Agreement and the Indenture and shall direct the Trustee to make any transfer to, or make payments of amounts for deposit in, the Rebate Fund.

Completion by College

(a) In the event that the Net Proceeds of the Series 2020 Bonds are not sufficient to pay in full the costs of constructing and equipping of the Project, the College agrees to pay, for the benefit of the Issuer and the Trustee, all such sums as may be necessary to cure such deficiency in excess of the Net Proceeds of the Series 2020 Bonds. The College shall execute, deliver and record or file such instruments as the Issuer or the Trustee may request in order to perfect or protect the Issuer's security interests contemplated by the Indenture and the Promissory Notes.

(b) The College shall not be entitled to any reimbursement for such excess cost or expense from the Issuer or the Trustee or the Owners of any of the Series 2020 Bonds, nor shall it be entitled to any diminution or abatement of any other amounts payable by the College under the Loan Agreement.

Loan of Bond Proceeds

The Issuer hereby agrees to loan the Bond Proceeds to the College (but not to any Subsidiary) in accordance with the provisions of the Loan Agreement. Such Bond Proceeds shall be disbursed to the College in accordance with the provisions of the Loan Agreement and of the Indenture.

Loan Payments and Other Amounts Payable

(a) The College shall pay to the Issuer on the Closing Date the Issuer's administrative fee and shall pay to the Issuer an annual compliance fee as provided in the Loan Agreement. The College shall pay basic loan payments two (2) Business Days before each Debt Service Payment Date directly to the Trustee, in an amount equal to the Debt Service Payment becoming due and payable on the Series 2020 Bonds on such Debt Service Payment Date. The College's obligation to pay such basic loan payments shall be evidenced by the Promissory Notes.

(b) In addition to the Loan Payments pursuant to summarized subsection (a) above, throughout the Loan Term, the College 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 reasonable out-of-pocket expenses of the Issuer and the members thereof 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. The foregoing shall not be deemed to include any annual or continuing administrative or management fee beyond any initial administrative fee or fee for services rendered by the Issuer.

(c) In addition, the College 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 Indenture.

(d) If, after making a valuation of the Debt Service Reserve Funds as set forth in the Indenture, the Trustee notifies the College that the amount on deposit in a Debt Service Reserve Fund with respect to a particular Series of Series 2020 Bonds is less than the applicable Debt Service Reserve Fund Requirement, the College shall pay to the Trustee on the first Business Day of each month, in addition to the amounts required under subsection (a) above, as a special loan payment, one-sixth (1/6) of the amount by which the Debt Service Reserve Fund Requirement exceeds such balance until the amount on deposit to the credit of such Debt Service Reserve Fund is equal to the Debt Service Reserve Fund Requirement; provided, however if at any time the amount on deposit in the Debt Service Reserve Fund is below the Debt Service Reserve Fund Requirement because the Trustee has drawn on the Debt Service Reserve Fund pursuant to the Indenture to pay Debt Service Payments on the Series 2020 Bonds, then the College shall immediately pay to the Trustee an amount sufficient to restore the amount on deposit in the Debt Service Reserve Fund up to the Debt Service Reserve Fund Requirement.

(e) The College, under the provisions of this summarized section, agrees to make the above-mentioned payments in immediately available funds and without any further notice in lawful money of the United States of America. In the event the College shall fail timely to make any payment required in summarized subsection (a) above, the item or installment not so paid shall continue as an obligation of the College and interest shall accrue at the Late Payment Rate until the amount not so paid shall have been fully paid. In the event the College shall fail timely to make any payment required in summarized subsection (b) above, the College shall pay the same together with interest on such payment at the per annum rate of ten percent (10%), but in no event at a rate higher than the maximum lawful prevailing rate, from the date on which such payment was due until the date on which such payment is made.

Obligations of College Under the Loan Agreement Unconditional

The obligations of the College to make the payments required in the Loan Agreement, and to perform and observe any and all of the other covenants and agreements on its part contained in the Loan Agreement, shall be a general obligation of the College, and shall be absolute and unconditional irrespective of any defense or any rights of setoff, recoupment or counterclaim it may otherwise have against the Issuer. The College agrees it will not (i) suspend, discontinue or abate any payment required under the Loan Agreement, (ii) fail to observe any of its other covenants or agreements in the Loan Agreement, or (iii) terminate the Loan Agreement for any cause whatsoever unless and until the Series 2020 Bonds, including premium, if any, and interest thereon, have been paid or provided for in the Financing Documents.

Subject to the foregoing provisions, nothing contained in this summarized section shall be construed to release the Issuer from the performance of any of the agreements on its part contained in the Loan Agreement or to affect the right of the College to seek reimbursement from, or institute any action against any party as the College may deem necessary to compel performance or recover damages for non-performance from such party.

Payment of Additional Moneys in Prepayment of Series 2020 Bonds

In addition to any other moneys required or permitted to be paid pursuant to the Loan Agreement, the College may, subject to the terms of the Indenture, pay moneys to the Trustee (i) to be applied as the prepayment of amounts to become due and payable by the College pursuant to the Loan Agreement and the Promissory Notes, or (ii) to be used for the redemption or prepayment of any Series 2020 Bonds at such time or times and on such terms and conditions as is provided in such Series 2020 Bonds and in the Indenture. The College shall notify the Issuer and the Trustee in writing as to the purpose of any such payment.

Rights and Obligations of the College upon Prepayment of Series 2020 Bonds

In the event the Series 2020 Bonds shall have been paid in full prior to the termination of the Loan Agreement, or provision for such payment shall have been made in accordance with the Indenture, the Issuer, at the sole cost of the College, shall obtain and record or file appropriate terminations, discharges or releases of any security interest relating to the Project or under the Indenture.

Maintenance and Modifications of Project by College

(a) During the Loan Term, the College shall not remove any part of the Project outside of the jurisdiction of the Issuer and shall (i) keep the Project in as reasonably safe condition as its operations shall permit; (ii) make all necessary repairs and replacements to the Project (whether ordinary or extraordinary, structural or nonstructural, foreseen or unforeseen); and (iii) operate the Project in a sound and economic manner.

(b) The College, from time to time, may make any material structural additions, modifications or improvements to the Project or any part thereof, provided (i) such actions do not adversely affect the structural integrity of the Project, (ii) such actions do not materially impair the use of the Project. All such additions, modifications or improvements made by the College shall become a part of the Project.

Installation of Additional Equipment

The College or any permitted sublessee of the College from time to time may install additional machinery, equipment or other personal property in the Project (which may be attached or affixed to the Project), and such machinery, equipment or other personal property shall not become, or be deemed to become, a part of the Project, provided that the acquisition and installation of such property is not financed from either the Project Fund or the Renewal Fund. The College from time to time may create or permit to be created any Lien on such machinery, equipment or other personal property. Further, the College from time to time may remove or permit the removal of such machinery, equipment and other personal property from the Project, provided that any such removal of such machinery, equipment or other personal property shall not occur (i) if any Event of Default has occurred; or (ii) if any such removal shall adversely affect the structural integrity of the Project or impair the overall operating efficiency of the Project for the purposes for which it is intended, and provided further that, if any damage is occasioned to the Project by such removal, the College agrees promptly to repair such damage at its own expense.

Insurance Required

At all times throughout the Loan Term, including, when indicated in the Loan Agreement, during the construction period, the College shall, at its sole cost and expense, maintain or cause to be maintained insurance covering the Project against such risks and for such amounts as are customarily insured against by facilities of like size and type and shall pay, as the same become due and payable, all premiums with respect thereto.

Additional Provisions Respecting Insurance

(a) All insurance required by the Loan Agreement shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by the entity required to procure the same and authorized to write such insurance in the State. Such insurance may be written with deductible amounts comparable to those on similar policies carried by other companies engaged in businesses similar in size, character and other respects to those in which the procuring entity is engaged. All policies evidencing the insurance required by the Loan Agreement shall provide for payment to the Trustee of the Net Proceeds of insurance resulting from any claim for loss or damage thereunder, and all policies of insurance required by the Loan Agreement shall provide for at least thirty (30) days' prior written notice of the restriction, cancellation or modification thereof to the Issuer and the Trustee. Upon request of the Trustee, the College will assign and deliver to the Trustee the policies of insurance required under the Loan Agreement, so and in such manner and form that the Trustee shall at all times, upon such request and until the payment in full of the Series 2020 Bonds, have and hold said policies and the Net Proceeds thereof as collateral for the payment of the Series 2020 Bonds. The policies under the Loan Agreement shall contain appropriate waivers of subrogation.

(b) The policies (or certificates and binders) of insurance required by the Loan Agreement shall be deposited with the Trustee on or before the Closing Date. The College shall deliver to the Issuer and the Trustee before the first Business Day of each twelve (12) month period thereafter a certificate dated not earlier than the immediately preceding month reciting that there is in full force and effect, with a term covering at least the next succeeding twelve (12) month period, insurance of the types and in the amounts required by the Loan Agreement and complying with the additional requirements of summarized section (a) above. Prior to the expiration of each such policy or policies, the College shall furnish to the Issuer and the Trustee a new policy or policies of insurance or evidence that such policy or policies have been renewed or replaced or are no longer required by the Loan Agreement. The College shall provide such further information with respect to the insurance coverage required by the Loan Agreement as the Issuer and the Trustee may from time to time reasonably require.

Application of Net Proceeds of Insurance

The Net Proceeds of the insurance carried pursuant to the provisions of the Loan Agreement shall be applied as follows: (i) the Net Proceeds of the insurance required by the Loan Agreement shall be applied as provided in the Loan Agreement, and (ii) the Net Proceeds of any liability insurance shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Damage or Destruction of the Project

(a) If any portion of the Project shall be damaged or destroyed (in whole or in part) at any time during the Loan Term:

(i) the Issuer shall have no obligation to replace, repair, rebuild, restore or relocate the Project or any project thereof comprising a portion of the Project; and

(ii) there shall be no abatement or reduction in the Loan Payments or other amounts payable by the College under the Loan Agreement (whether or not such project comprising a portion of the Project is replaced, repaired, rebuilt, restored or relocated); and

(iii) upon the occurrence of such damage or destruction, the Net Proceeds in excess of $500,000 derived from the insurance, subject to the Tax Regulatory Agreement and any intercreditor agreement as may be in effect from time to time, shall be paid to the Trustee and deposited in the Renewal Fund, and, except as otherwise provided in the Loan Agreement, the College shall at its option either (A) replace, repair, rebuild, restore or relocate such Project or any Project comprising a portion of the Project, or (B) direct the Trustee to apply such Net Proceeds to the payment of the principal or sinking fund installments of the Series 2020 Bonds or any Additional Bonds as they become due and payable or the Redemption Price of the Bonds called for Redemption in accordance with the Indenture.

If the College replaces, repairs, rebuilds, restores or relocates the Project or any portion of the Project, the Trustee shall disburse the Net Proceeds from the Renewal Fund in the manner set forth in the Indenture to pay or reimburse the College for the cost of such replacement, repair, rebuilding, restoration or relocation.

(b) Any such replacements, repairs, rebuilding, restorations or relocations shall be subject to the following conditions:

(i) such Project or Projects comprising a portion of the Project shall be in substantially the same condition and value as an operating entity as existed prior to the damage or destruction;

(ii) the exclusion of the interest on the Series 2020A Bonds from gross income for Federal income tax purposes shall not, in the opinion of Bond Counsel, be adversely affected;

(iii) Reserved; and

(iv) any other conditions the Issuer may reasonably impose.

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

(d) If the College elects to replace, repair, rebuild, restore or relocate the Project or any portion of the Project pursuant to the Loan Agreement, then in the event such Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding, restoration or relocation, the College shall nonetheless complete the work and pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds. All such replacements, repairs, rebuilding, restoration or relocations made pursuant to this summarized section, whether or not requiring the expenditure of the College's own money, shall automatically become a part of the Project as if the same were specifically described in the Loan Agreement.

(e) Any balance of such Net Proceeds remaining in the Renewal Fund after payment of all costs of replacement, repair, rebuilding, restoration, relocation or acquisition of the Project or the portion of the Project, subject to any rebate required to be made to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement, shall be transferred to the Bond Fund and used pursuant to the Indenture to pay principal of, sinking fund installments of the Series 2020 Bonds or any Series of Additional Bonds as they become due and payable or the Redemption Price of the Series 2020 Bonds called for redemption pursuant to the Indenture.

(f) If the College shall exercise its option to terminate the Loan Agreement pursuant to its terms, such Net Proceeds shall be applied to the payment of the amounts required to be paid by the Loan Agreement. If an Event of Default under the Loan Agreement shall have occurred and is continuing and the Trustee shall have exercised its remedies under the Loan Agreement, such Net Proceeds shall be applied to the payment of the amounts required to be paid by the Loan Agreement.

(g) If the entire amount of the Series 2020 Bonds and interest thereon has been fully paid, or provision therefor has been made in accordance with the Indenture, all such remaining Net Proceeds shall be paid to the College.

(h) Except upon the occurrence and continuation of an Event of Default, the College with the consent of the Issuer, not to be withheld unreasonably, shall have the right to settle and adjust all claims under any policies of insurance required by the Loan Agreement and on its own behalf.

Condemnation

(a) If title to or use of the Project or any portion thereof comprising a portion of the Project shall be taken by Condemnation (in whole or in part) at any time during the Loan Term:

(i) the Issuer shall have no obligation to replace, repair, rebuild, restore or relocate such project comprising a portion of the Project or acquire, by construction or otherwise, facilities of substantially the same nature as the Project (the "Substitute Project"); and

(ii) there shall be no abatement or reduction in the amounts payable by the College under the Loan Agreement (whether or not such project comprising a portion of the Project is replaced, repaired, rebuilt, restored or relocated or the Substitute Project acquired); and

(iii) upon the occurrence of such Condemnation, the Net Proceeds in excess of $500,000 derived therefrom, subject to the Tax Regulatory Agreement and any intercreditor agreement as may be in effect from time to time, shall be paid to the Trustee and deposited in the Renewal Fund, and, except as otherwise provided in the Loan Agreement and summarized subsection (f) below, the College shall

(A) replace, repair, rebuild, restore or relocate such project comprising a portion of the Project or acquire the Substitute Project, or

(B) direct the Trustee to apply such Net Proceeds pursuant to the Indenture to the payment of the principal, sinking fund installments, or Redemption Price of the Series 2020 Bonds or any Series of Additional Bonds as they become due and payable or the Redemption Price of the Bonds called for redemption in accordance with the Indenture.

If the College replaces, repairs, rebuilds, restores or relocates such project comprising a portion of the Project or acquires the Substitute Project, the Trustee shall disburse the Net Proceeds from the Renewal Fund in the manner set forth in the Indenture to pay or reimburse the College for the cost of such replacement, repair, rebuilding, restoration, relocation or acquisition of the Substitute Project.

(b) Any such replacements, repairs, rebuilding, restorations, relocations or acquisitions of the Substitute Project shall be subject to the following conditions:

(i) such project or projects comprising a portion of the Project or the Substitute Project shall be in substantially the same condition and value as an operating entity as existed prior to the condemnation;

(ii) the exclusion of the interest on the Series 2020 Bonds from gross income for Federal income tax purposes shall not, in the opinion of Bond Counsel, be adversely affected;

(iii) Reserved; and

(iv) any other conditions the Issuer may reasonably impose.

(c) All such repair, replacement, rebuilding, restoration or relocation of such project or projects comprising a portion of the Project 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 College in accordance with the terms of the applicable contracts.

(d) If the College elects to replace, repair, rebuild, restore or relocate pursuant to the Loan Agreement, then in the event such Net Proceeds are not sufficient to pay in full the costs of such replacement, repair, rebuilding, restoration, relocation or acquisition of the Substitute Project, the College shall nonetheless complete the work or the acquisition and pay from its own moneys that portion of the costs thereof in excess of such Net Proceeds. All such replacements, repairs, rebuilding, restoration, relocations and such acquisition of the Substitute Project made pursuant to this summarized section, whether or not requiring the expenditure of the College's own money, shall automatically become a part of the Project as if the same were specifically described in the Loan Agreement.

(e) Any balance of such Net Proceeds remaining in the Renewal Fund after payment of all costs of replacement, repair, rebuilding, restoration, relocation or acquisition of the Substitute Project or any project or portion of the Project, subject to any rebate required to be made to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement, shall be transferred to the Bond Fund and used pursuant to the Indenture to pay principal of, sinking fund installments of the Series 2020 Bonds or any Series of Additional Bonds as they become due and payable, or the Redemption Price of the Bonds called for redemption pursuant to the Indenture.

(f) If the College shall exercise its option to terminate the Loan Agreement pursuant to its terms, such Net Proceeds shall be applied to the payment of the amounts required to be paid by the Loan Agreement. If any Event of Default under the Loan Agreement shall have occurred and is continuing and the Trustee shall have exercised its remedies under the Loan Agreement, such Net Proceeds shall be applied to the payment of the amounts required to be paid by the Loan Agreement.

(g) If the entire amount of the Series 2020 Bonds and interest thereon has been fully paid, or provision therefor has been made in accordance with the Indenture, all such remaining Net Proceeds shall be paid to the College.

(h) Except upon the occurrence and continuation of an Event of Default, the College with the consent of the Issuer, not to be unreasonably withheld, shall have the right to settle and adjust all claims under any Condemnation proceedings on behalf of the Issuer and on its own behalf.

Hold Harmless Provisions

(a) The College agrees that the Issuer, the Trustee and each Paying Agent shall not be liable for and agrees to defend, indemnify, release and hold the Issuer, the Trustee and each Paying Agent harmless from and against any and all (i) liability for loss or damage to Property or injury to or death of any and all Persons that may be occasioned by, directly or indirectly, any cause whatsoever pertaining to the Project or arising by reason of or in connection with the occupation or the use thereof or the presence of any Person or Property on, in or about the Project, (ii) violations of any environmental regulations with respect to, or the release of any Hazardous Substances from the Project or any part thereof, or (iii) liability arising from or expense incurred in connection with the Issuer's financing and refinancing of the Project, including without limiting the generality of the foregoing, all claims arising from the breach by the College of any of its covenants contained in the Loan Agreement, and all causes of action and attorneys' fees and any other expenses incurred in defending any suits or actions which may arise as a result of any of the foregoing, provided that any such losses, damages, liabilities or expenses of the Issuer, the Trustee or any Paying Agent are not incurred or do not result from the gross negligence or intentional or willful wrongdoing of the Issuer, the Trustee or any Paying Agent or any of their respective members, directors, trustees, officers, agents or employees. The foregoing indemnities shall apply notwithstanding the fault or negligence (other than a breach caused by any of their respective gross negligence or intentional or willful wrongdoing) in part of the Issuer, the Trustee or any Paying Agent, or any of their respective members, directors, trustees, officers, agents or employees, and irrespective of the breach of a statutory obligation (other than a breach caused by any of their respective gross negligence or intentional or willful wrongdoing) or the application of any rule of comparative or apportioned liability. The foregoing indemnities are limited only to the extent of any prohibitions imposed by law.

(b) Notwithstanding any other provisions of the Loan Agreement, the obligations of the College pursuant to this summarized section shall remain in full force and effect after the termination of the Loan Agreement until the expiration of the period stated in the applicable statute of limitations during which a claim, cause of action or prosecution relating to the matters described in the Loan Agreement may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters described in the Loan Agreement and the payment of all expenses and charges incurred by the Issuer, the Trustee or their respective members, directors, officers, agents and employees, relating to the enforcement of the provisions specified in the Loan Agreement.

(c) In the event of any claim against the Issuer, the Trustee or any Paying Agent or their respective members, directors, officers, agents or employees by any employee or contractor of the College or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the obligations of the College under the Loan Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, disability benefits or other employee benefit acts.

(d) The Trustee and each Paying Agent shall be third party beneficiaries of the College's obligations under this summarized section.

Right to Inspect Project

The Issuer and the Trustee and the duly authorized agents of either of them shall have the right at all reasonable times upon prior written notice to the College to inspect the Project.

College to Maintain Its Existence

(a) The College agrees that during the Loan Term (i) it will maintain its existence as an education corporation constituting an Exempt Organization subject to service of process within the State; (ii) it will preserve its status as an organization described in Section 501(c)(3) of the Code; (iii) it will operate the Project as an institution of higher education which, together with other available funds, will be sufficient in each fiscal year to provide funds for the following: (1) the payment by the College of all of its expenses for the operation, maintenance and repair of its facilities or Project in such year; (2) the payment of all amounts due under the Loan Agreement in such year; and (3) the payment of all indebtedness and all other obligations of the College due in such year; and (iv) it will not perform any act, enter into any agreement, or use or permit the Project to be used in any manner or for any unrelated trade or business as described in Section 513(a) of the Code, which could adversely affect the exemption of interest on the Series 2020A Bonds from Federal income taxes pursuant to Section 103 and 145 of the Code except as provided in the Tax Regulatory Agreement. Except as permitted by the Tax Regulatory Agreement, prior to the College performing any act, entering into any agreement or using or permitting the Project to be used in any manner that would constitute an unrelated trade or business within the meaning of Section 513(a) of the Code, the College shall provide written notice to the Issuer and the Trustee and the Issuer and the Trustee shall receive an opinion of counsel satisfactory to each of them to the effect that such contemplated act, agreement or use will not adversely affect the exemption of interest on the Series 2020A Bonds for federal income tax purposes.

(b) The College further covenants and agrees that at all times during the term of the Loan Agreement, it will (i) not liquidate, wind-up or dissolve or otherwise dispose of all or substantially all of its property, business or assets remaining after the execution and delivery of the Loan Agreement, and (ii) not consolidate with or merge into another entity or permit one or more entities to consolidate with or merge into it. The College may, however, without violating the foregoing, consolidate with or merge into another not-for-profit education corporation which operates as an accredited college, university or other institution of higher education as shall constitute an Exempt Organization, or permit one or more not-for-profit education corporations which operate as an accredited college, university or other institution of higher education as shall constitute Exempt Organizations to consolidate with or merge into it, or sell or otherwise transfer all or substantially all of its property, business or assets to another such not-for-profit education corporation which operates as an accredited college, university or other institution of higher education as shall constitute an Exempt Organization (and thereafter liquidate, wind-up or dissolve or not, as the College may elect) if (a) such merger, consolidation, sale or transfer is in compliance with all applicable legal requirements, (b) such merger, consolidation, sale or transfer does not result in a default under the Indenture, the Loan Agreement or any other Bond Document, (c) such merger, consolidation, sale or transfer does not affect the exclusion of the interest on the Series 2020A Bonds from gross income for federal income tax purposes, (d)) such merger, consolidation, sale or transfer does not result in a reduction of the ratings, if any, issued by a Rating Agency , then in effect with respect to the Series 2020 Bonds and any Series of Additional Bonds issued under the Indenture, (e) the Issuer, in its sole discretion consents to such merger, consolidation, sale or transfer, and (f)(i) the College is the surviving, resulting or transferee not-for-profit corporation as shall constitute an Exempt Organization, and, unless the Issuer and the Trustee shall otherwise consent in writing, the resulting corporation has a net worth at least equal to that of the College prior to such merger or consolidation, or (ii) in the event that the College is not the surviving, resulting or transferee not-for-profit corporation as shall constitute an Exempt Organization, such not-for-profit corporation (A) is a solvent not-for-profit education corporation which operates as an accredited college, university or other institution of higher education subject to service of process in the State and either organized under the laws of the State, or organized under the laws of any other state of the United States and duly qualified to do business as a foreign corporation in the State, (B) is an Exempt Organization, (C) assumes in writing all of the obligations of the College contained in the Loan Agreement and all other Bond Documents to which the College shall be a party, and furnishes to the Issuer (x) a certificate to the effect that upon such sale, transfer, consolidation, merger or acquisition such corporation will be in compliance with each of the provisions of the Loan Agreement, and will meet the requirements of the Act and the Code, and (y) such other certificates and documents as the Issuer, and the Trustee, may reasonably require to establish compliance with this summarized subsection (b) and (1) in the Opinion of Counsel, (x) such not-for profit corporation is an Exempt Organization and shall be bound by all of the terms applicable to the College of the Loan Agreement and all other Bond Documents to which the predecessor College shall have been a party, (y) such action does not legally impair the security for the owners of the Series 2020 Bonds and any Series of Additional Bonds issued under the Indenture afforded by the Indenture, the Loan Agreement and the other Bond Documents, and (z) all licenses, accreditations and certifications of the College necessary or desirable to the operation of the Project in the manner in which it was operated by the College immediately prior to such consolidation, merger, sale or transfer have been transferred to or reissued in the name of such not-for-profit education corporation and remain in full force and effect, (2) in the opinion of Nationally Recognized Bond Counsel, such merger, consolidation, sale or transfer will not cause the interest on the Series 2020A Bonds and any Series of Additional Bonds issued under the Indenture to become includable in gross income for federal income tax purposes, and (D) unless the Issuer and the Trustee shall otherwise consent, has a combined net worth and fund balance (as determined in accordance with generally accepted accounting principles and certified by an independent public accountant) after the merger, consolidation, sale or transfer at least equal to that of the College immediately prior to such merger, consolidation, sale or transfer. The College further covenants and agrees that it is and throughout the term of the Loan Agreement will continue to be duly qualified to do business in the State and that any not-for-profit corporation as shall be an Exempt Organization succeeding to the rights of the College under the Loan Agreement shall be and continue to be duly qualified to do business in the State. The terms "merger", "consolidate" and "consolidation" used in this summarized subsection (b) shall have the same meaning as given such term in the New York Not-for-Profit Corporation Law and the New York Education Corporation Law.

Qualification in State

The College throughout the Loan Term shall continue to be duly authorized to do business in the State as an institution of higher education.

Books of Record and Account; Financial Statements

The College at all times agrees to 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 College.

Compliance with Orders, Ordinances, Etc.

(a) The College, throughout the Loan Term, agrees that it will promptly comply, and take all reasonable steps to cause any tenant or occupant of the Project to comply, in all material respects with all statutes, codes, laws, acts, ordinances, orders, judgments, decrees, injunctions, rules, regulations, permits, licenses, authorizations, directions and requirements, ordinary or extraordinary, which now or at any time hereafter may be applicable to the Project or any part thereof or to the renovation, construction and equipping thereof, or to any use, manner of use or condition of the Project or any part thereof, of all federal, state, county, municipal and other governments, departments, commissions, boards, courts, authorities, officials and officers having jurisdiction of the Project or any part thereof, or to the renovation, construction, equipping and furnishing thereof, or to any use, manner of use or condition of the Project or any part thereof and of all companies or associations insuring the premises.

(b) The College shall keep or cause the Project to be kept free of Hazardous Substances, except in compliance with applicable law. Without limiting the foregoing, the College shall not cause or permit the Project to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process Hazardous Substances, except in compliance with all applicable federal, state and local laws, regulations and permits, nor shall the College cause or permit, as a result of any intentional or unintentional act or omission on the part of the College or any contractor, subcontractor, tenant or subtenant, a release of Hazardous Substances onto the Project or onto any other property. The College shall comply with and shall take all reasonable steps to ensure compliance by all contractors, subcontractors, tenants and subtenants with all applicable federal, state and local laws, ordinances, rules and regulations, whenever and by whomever triggered, and shall obtain and comply with, and shall take all reasonable steps to ensure that all contractors, subcontractors, tenants and subtenants obtain and comply with, any and all approvals, registrations or permits required thereunder. The College shall (a) conduct and complete all investigations, studies, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Substances, on, from, or affecting the Project (i) in accordance with all applicable federal, state, and local laws, ordinances, rules, regulations, and policies, (ii) to the reasonable satisfaction of the Trustee and the Issuer, and (iii) in accordance with the orders and directives of all federal, state, and local governmental authorities; and (b) defend, indemnify, and hold harmless the Trustee and the Issuer, their employees, agents, officers, and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to (i) the presence, disposal, release, or threatened release of any Hazardous Substances which are on, from or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise, (ii) any bodily injury, personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Substances, (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Substances, and/or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities, or any policies or requirements of the Trustee and the Issuer, which are based upon or in any way related to such Hazardous Substances, including, without limitation, reasonable attorney and consultant fees, reasonable investigation and laboratory fees, court costs, and reasonable litigation expenses. The provisions of this summarized section shall be in addition to any and all other obligations and liabilities the College may have to the Trustee at common law, and shall survive the transactions contemplated in the Loan Agreement.

(c) Notwithstanding the provisions of summarized subsections (a) and (b) above, the College may in good faith contest the validity or the applicability of any requirement of the nature referred to in such summarized subsections (a) and (b) by appropriate legal proceedings conducted in good faith and with due diligence. In such event, the College may fail to comply with the requirement or requirements so contested during the period of such contest and any appeal therefrom, unless the Issuer or the Trustee shall notify the College that by failure to comply with such requirement or requirements, the Project or any part thereof may be subject to loss, penalty or forfeiture, in which event the College shall promptly take such action with respect thereto or provide such security as shall be satisfactory to the Trustee and to the Issuer. If at any time the then existing use or occupancy of the Project shall, pursuant to any zoning or other law, ordinance or regulation, be permitted only so long as such use or occupancy shall continue, the College shall use all reasonable efforts to not cause or permit such use or occupancy to be discontinued without the prior written consent of the Issuer and the Trustee.

(d) Notwithstanding the provisions of this summarized section, if, because of a breach or violation of the provisions of summarized subsections (a) or (b) above (without giving effect to summarized subsection (c)), either the Issuer, the Trustee, or any of their respective members, directors, officers, agents, or employees, shall be threatened with a fine, liability, expense or imprisonment, then, upon notice from the Issuer or the Trustee, the College shall immediately provide legal protection and/or pay amounts necessary in the opinion of the Issuer or the Trustee, as the case may be, and their respective members, directors, officers, agents and employees deem sufficient, to the extent permitted by applicable law, to remove the threat of such fine, liability, expense or imprisonment.

(e) Notwithstanding any provisions of this summarized section, the Trustee and the Issuer retain the right to defend themselves in any action or actions which are based upon or in any way related to such Hazardous Substances. In any such defense of themselves, the Trustee and the Issuer shall each select their own counsel, and any and all reasonable costs of such defense, including, without limitation, reasonable attorney and consultant fees, reasonable investigation and laboratory fees, court costs, and reasonable litigation expenses, shall be paid by the College.

Discharge of Liens and Encumbrances

(a) The College, throughout the Loan Term, shall not permit or create or suffer to be permitted or created any Lien, except for Permitted Encumbrances, upon the Facility, the Mortgaged Property 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 Facility or any part thereof.

(b) Notwithstanding the provisions of subsection (a) above, the College may in good faith contest any such Lien. In such event, the College may permit the items so contested to remain undischarged and unsatisfied during the period of such contest and any appeal therefrom, unless the Issuer or the Trustee shall notify the College that by nonpayment of any such item or items, the lien of the Mortgages may be materially endangered or the Facility or any part thereof may be subject to loss or forfeiture, in which event the College shall promptly secure payment of all such unpaid items by filing a bond, in form and substance satisfactory to the Issuer, thereby causing such Lien to be removed or by taking such other actions as may be satisfactory to the Issuer to protect its interests. Mechanics' Liens shall be discharged or bonded within ninety (90) days following the College's receipt of notice of the filing or perfection thereof.

Certain Additional Covenants

(a) The College agrees to furnish to the Issuer and the Trustee, and, upon written request to the College, to any registered Bondholder of $1,000,000 in aggregate principal amount of Series 2020 Bonds, as soon as available and in any event within one hundred sixty-five (165) days after the close of each fiscal year of the College, a copy of the Audited Financial Statements, including statements of financial position as of the end of such year, and the related statement of activities for such fiscal year, prepared in accordance with generally accepted accounting principles, audited by a firm of independent certified public accountants. Delivery of such reports to the Trustee are for informational purposes only and the Trustee shall be under no obligation to review the Audited Financial Statements received under this summarized section and shall not be deemed to have any knowledge of the contents thereof.

(b) The College shall deliver to the Issuer and the Trustee with each delivery of Annual Financial Statements required by subsection (a) above, a certificate of an Authorized Representative of the College as to whether or not, as of the close of such preceding fiscal year of the College, and at all times during such fiscal year, the College was in compliance in all material respects with all the provisions which related to the College in the Bond Documents, and if such Authorized Representative of the College shall have obtained knowledge of any default in such compliance or notice of such default, such Authorized

Representative of the College shall disclose in such certificate, such default or defaults or notice thereof and the nature thereof, whether or not the same shall constitute an Event of Default under the Loan Agreement, and any action proposed to be taken by the College with respect thereto.

(c) The College 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 Bond Documents. Any notice required to be given pursuant to this summarized subsection shall be signed by an Authorized Representative of the College 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 College shall state this fact on the notice.

(d) The College will 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 College, as the Issuer or the Trustee 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 Indenture.

(e) The Issuer shall provide the College with notice of the commencement of any proceeding by or against the Issuer commenced under the United States Bankruptcy Code, as amended, or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding").

Continuing Disclosure Agreement

The College has executed and delivered to the Trustee a Continuing Disclosure Agreement, dated the date of initial delivery of the Series 2020 Bonds. The College hereby covenants and agrees with the holders from time to time of the Series 2020 Bonds that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement, as amended from time to time, applicable to it. Notwithstanding any other provision of the Loan Agreement, failure of the College to comply with the Continuing Disclosure Agreement shall not be considered a default or an event of default under the Loan Agreement and the rights and remedies provided by the Loan Agreement upon the occurrence of such a default or an event of default shall not apply to any such failure, but the Continuing Disclosure Agreement may be enforced only as provided therein.

Securities Law Status

The College affirmatively represents, warrants and covenants that, as of the date of the Loan Agreement, it is an organization organized and operated: (i) exclusively for civic or charitable purposes; (ii) not for pecuniary profit; and (iii) no part of the net earnings of which inure to the benefit of any person, private stockholder or individual, all within the meaning, respectively, of the Securities Act of 1933, as amended, and of the Securities Exchange Act of 1934, as amended. The College agrees that it shall not perform any act nor enter into any agreement which shall change such status as set forth in this summarized section.

Rebate Covenant

The College covenants to make, or cause to be made, any and all payments required to be made to the United States Department of the Treasury in connection with the Series 2020A Bonds pursuant to Section 148(f) of the Code and to comply with instructions received from Bond Counsel pursuant to the certification with respect to the making of any such payments.

Negative Pledge

The College covenants under the Loan Agreement that it will not create or allow Liens upon any of the Collateral, except for (i) Liens on the Mortgaged Property subordinate to the Lien of the Mortgages, which secure Additional Indebtedness incurred pursuant to the Loan Agreement, (ii) Liens on real property of the College (and improvements and personal property located thereon) other than the Mortgaged Property, (iii) Liens on Pledged Revenues permitted under the Master Security Agreement and (iv) any other Permitted Encumbrances.

Assignment, Leasing and Subleasing

(a) The Loan Agreement may not be assigned, in whole or in part, without the prior written consent of the Issuer in each instance and except in the ordinary course of the operations of the College, the Project may not be leased, in whole or in part, except as provided in the Tax Regulatory Agreement. Any permitted assignment or lease shall be on the following conditions:

(i) no assignment or lease shall relieve the College from primary liability for any of its obligations under the Loan Agreement or under any other of the College Documents;

(ii) the assignee or lessee (in the discretion of the Issuer) shall assume the obligations of the College under the Loan Agreement to the extent of the interest assigned or leased, shall be jointly and severally liable with the College for the performance thereof and shall be subject to service of process in the State of New York;

(iii) the College shall, within thirty (30) days after the delivery thereof, furnish or cause to be furnished to the Issuer and to the Trustee a true and complete copy of such assignment or lease and the instrument of assumption;

(iv) neither the validity nor the enforceability of the Series 2020 Bonds or any Bond Document shall be adversely affected thereby;

(v) the exclusion of the interest on the Series 2020A Bonds from gross income for federal income tax purposes will not be adversely affected;

(b) To establish the purported effective date of any assignment or lease pursuant to subsection (a) above, the College, at its sole cost, shall furnish the Trustee or the Issuer, as appropriate, with an opinion, in form and substance satisfactory to the Trustee or the Issuer, as appropriate, (i) of Bond Counsel as to items (v) above, and (ii) of Independent Counsel as to items (i), (ii) and (iv) above.

Merger of Issuer

(a) Nothing contained in the Loan Agreement shall prevent the consolidation of the Issuer with, or merger of the Issuer into, or transfer of its interest in the entire Project to any other public benefit corporation or political subdivision which has the legal authority to enter into the Loan Agreement, provided that:

(i) upon any such consolidation, merger or transfer, the due and punctual performance and observance of all the agreements and conditions of the Loan Agreement to be kept and performed by the Issuer shall be expressly assumed in writing by the public benefit corporation or political subdivision resulting from such consolidation or surviving such merger or to which the Issuer's interest in the Project shall be transferred; and

(ii) the exclusion of the interest on the Series 2020A Bonds from gross income for federal income tax purposes shall not be adversely affected thereby.

(b) Within thirty (30) days after the consummation of any such consolidation, merger or transfer of interest, the Issuer shall give notice thereof in reasonable detail to the College and the Trustee and shall furnish to the College and the Trustee (i) a favorable opinion of Independent Counsel as to compliance with the provisions of summarized subsection (a)(i) above, and (ii) a favorable opinion of Bond Counsel opining as to compliance with the provisions of summarized subsection (a)(ii) above. The Issuer promptly shall furnish such additional information with respect to any such transaction as the College or the Trustee may reasonably request.

Events of Default Defined

(a) The following shall be "Events of Default" under the Loan Agreement:

(i) the failure by the College to pay or cause to be paid on the date due, the amounts specified to be paid pursuant to summarized subsections (a), (b) and (c) under the heading "Loan Payment and Other Amounts Payable";

(ii) the failure by the College to observe and perform any covenant contained in Sections 8.2, 8.4, 8.5, 8.8, 8.13, 8.19 or 8.20 of the Loan Agreement;

(iii) any representation or warranty of the College in the Loan Agreement or in the Bond Purchase Agreement shall prove to have been false or misleading in any material respect and the same shall have a materially adverse effect upon the College, the Project, or the exclusion of interest on the Series 2020A Bonds from gross income for federal income tax purposes;

(iv) the failure by the College to observe and perform any covenant, condition or agreement under the Loan Agreement on its part to be observed or performed (except obligations referred to in summarized subsections (a)(i), (ii) or (iii) above) for a period of thirty (30) days after receiving written notice, specifying such failure and requesting that it be remedied, given to the College by the Issuer or the Trustee; provided, however, that if such default cannot be cured within thirty (30) days but the College is proceeding diligently and in good faith to cure such default, then the College shall be permitted an additional ninety (90) days within which to remedy the default;

(v) the dissolution or liquidation of the College; or the failure by the College to release, stay, discharge, lift or bond within sixty (60) days any execution, garnishment, judgment or attachment of such consequence as may impair its ability to carry on its operations; or the failure by the College generally to pay its debts as they become due; or an assignment by the College for the benefit of creditors; the commencement by the College (as the debtor) of a case in Bankruptcy or any proceeding under any other insolvency law; or the commencement of a case in Bankruptcy or any proceeding under any other insolvency law against the College (as the debtor) and a court having jurisdiction in the premises enters a decree or order for relief against the College as the debtor in such case or proceeding, or such case or proceeding is consented to by the College or remains undismissed for sixty (60) days, or the College consents to or admits the material allegations against it in any such case or proceeding; or a trustee, receiver or agent (however named) is appointed or authorized to take charge of substantially all of the property of the College for the purpose of enforcing a lien against such Property or for the purpose of general administration of such Property for the benefit of creditors (the term "dissolution or liquidation of the College" as used in this summarized subsection shall not be construed to include any transaction permitted by the Loan Agreement);

(vi) an Event of Default under or a default on the part of the College of its obligations under the Indenture or the Loan Agreement shall have occurred and be continuing;

(vii) the invalidity, illegality or unenforceability of any of the Bond Documents, provided the same does not permit the Issuer or the Trustee, as the case may be, to recognize the material benefits of the respective documents;

(viii) the failure by the College to observe and perform any covenant contained in Sections 6.3, 6.4, 6.5, 8.6, 8.12, 8.14 or 9.3 of the Loan Agreement for a period of thirty (30) days after receiving written notice, specifying such failure and requesting that it be remedied, given to the College by the Issuer or the Trustee; or

(ix) an Event of Default under any Mortgage shall have occurred and be continuing.

(b) Notwithstanding the provisions of summarized subsection (a) above, if by reason of force majeure any party to the Loan Agreement shall be unable in whole or in part to carry out its obligations under the Loan Agreement (other than its obligations under summarized subsections (a), (b) or (c) under the heading "Loan Payments and Other Amounts Payable") and if such party shall give notice and full particulars of such force majeure in writing to the other party and to the Trustee, within a reasonable time after the occurrence of the event or cause relied upon, such obligations under the Loan Agreement of the party giving such notice (and only such obligations), so far as they are affected by such force majeure, shall be suspended during continuance of the inability, which shall include a reasonable time for the removal of the effect thereof. The term "force majeure" as used in the Loan Agreement shall include, without limitation, acts of God, strikes, lockouts or other industrial disturbances, acts of public enemies, acts, priorities or orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, governmental subdivisions, or officials, any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fire, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accident to machinery, transmission pipes or canals, shortages of labor or materials or delays of carriers, partial or entire failure of utilities, shortage of energy or any other cause or event not reasonably within the control of the party claiming such inability and not due to its fault. The party claiming such inability shall remove the cause for the same with all reasonable promptness. It is agreed that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the party having difficulty, and the party having difficulty shall not be required to settle any strike, lockout and other industrial disturbances by acceding to the demands of the opposing party or parties.

Remedies on Default

(a) Whenever any Event of Default shall have occurred and be continuing, the Issuer or the Trustee may take, to the extent permitted by law, any one or more of the following remedial steps, subject to the provisions of the Master Security Agreement:

(i) declare, by written notice to the College, to be immediately due and payable, whereupon the same shall become immediately due and payable: (A) all unpaid Loan Payments payable pursuant to summarized subsection (a) under the heading "Loan Payments and Other Amounts Payable" and pursuant to the Promissory Notes in amount equal to the aggregate unpaid principal balance of all Series 2020 Bonds together with all interest which has accrued and will accrue thereon to the date of payment and all premium, if any, (B) all unpaid Loan Payments payable pursuant to summarized subsection (b) under the heading "Loan Payments and Other Amounts Payable" and pursuant to the provisions under the heading "Hold Harmless Provisions", and (C) all other payments due under the Loan Agreement; provided, however, that if an Event of Default specified in summarized subsection (a)(v) under the heading "Events of Default Defined" shall have occurred, such Loan Payments and other payments due under the Loan Agreement shall become immediately due and payable without notice to the College or the taking of any other action by the Trustee;

(ii) (a) apply any undisbursed money in the Project Fund and Renewal Fund to the payment of the costs and expenses incurred in connection with the enforcement of the rights and remedies of the Trustee and the Issuer, and (b) apply any undisbursed monies in the Project Fund, the Renewal Fund, and any other Fund or Account under the Indenture (other than those sums attributable to Unassigned Rights and except for the monies and investments from time to time in the Rebate Fund) to the payment of the outstanding principal amount of the Series 2020 Bonds and premium, if any, and accrued and unpaid interest on the Bonds;

(iii) direct the Trustee to foreclose on the Mortgages or otherwise realize upon or seize any portion of the Trust Estate; or

(iv) take any other action at law or in equity that may appear necessary or desirable to collect the payments then due or thereafter to become due under the Loan Agreement and to enforce the obligations, agreements or covenants of the College under the Loan Agreement.

(b) Subject to the provisions of the Master Security Agreement, any sums payable to the Issuer as a consequence of any action taken pursuant to this summarized section (other than those sums attributable to Unassigned Rights and except for the moneys and investments from time to time in the Rebate Fund) shall be paid to the Trustee and applied to the payment of the Series 2020 Bonds.

(c) No action taken pursuant to this summarized section shall relieve the College from its obligation to make all payments required by the Loan Agreement and pursuant to the Promissory Note.

(d) The Issuer shall have all of the rights, powers and remedies of a secured party under the UCC, including, without limitation, the right to seize or otherwise dispose of any or all of the Collateral described in the Loan Agreement, and to receive the payment of or take possession of the Collateral or the proceeds thereof. Upon the occurrence and during the continuation of an Event of Default by the College under the Loan Agreement, the College hereby agrees that it will not commingle any moneys or other proceeds received by it in connection with any Collateral with any other moneys, funds or accounts of the College.

Remedies Cumulative

No remedy conferred in the Loan Agreement upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and in addition to every other remedy given under the Loan Agreement or now or hereafter existing at law or in equity. No delay or omission 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 thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer or the Trustee, as appropriate, to exercise any remedy reserved to it in the Loan Agreement, it shall not be necessary to give any notice, other than such notice as may be expressly required in the Loan Agreement.

Agreement to Pay Attorneys' Fees and Expenses

(a) In the event the College should default under any of the provisions of the Loan Agreement and the Issuer should employ attorneys or incur other expenses for the collection of amounts payable under the Loan Agreement or the enforcement of performance or observance of any obligations or agreements on the part of the College contained in the Loan Agreement, the College shall, on demand therefor, pay to the Issuer the reasonable fees of such attorneys and such other reasonable out-of-pocket expenses so incurred.

(b) In the event the College should default under any of the provisions of the Loan Agreement and the Trustee should employ attorneys or incur other expenses for the collection of amounts payable under the Loan Agreement or the enforcement of performance or observance of any obligations or agreements on the part of the College contained in the Loan Agreement, the College shall, on demand therefor, pay to the Trustee the reasonable fees of such attorneys and such other reasonable out-of-pocket expenses so incurred.

No Additional Waiver Implied by One Waiver

In the event any agreement contained in the Loan Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under the Loan Agreement.

Early Termination of Loan Agreement

The College shall have the option to terminate the Loan Agreement at any time that the Series 2020 Bonds are subject to redemption in whole under the Indenture and upon filing with the Issuer and the Trustee a certificate signed by an Authorized Representative of the College stating the College's intention to do so pursuant to this summarized section and the date upon which such payment shall be made (which date shall not be less than thirty (30) nor more than ninety (90) days from the date such certificate is filed) and upon compliance with the requirements set forth in the Loan Agreement.

Conditions to Early Termination of Loan Agreement

In the event the College exercises its option to terminate the Loan Agreement in accordance with the provisions of the Loan Agreement, the College shall make the following payments:

(a) To the Trustee for the account of the Issuer: an amount certified by the Trustee which, when added to the total amount on deposit with the Trustee for the account of the Issuer and the College and available for such purpose, will be sufficient to pay the principal of, Redemption Price of, and interest to maturity or the earliest practicable redemption date, as the case may be, on the Series 2020 Bonds, all expenses of redemption and the Trustee's fees and expenses.

(b) To the Issuer: an amount certified by the Issuer sufficient to pay all unpaid fees and expenses of the Issuer incurred under the Bond Documents.

(c) To the appropriate Person: an amount sufficient to pay all other fees, expenses or charges, if any, due and payable or to become due and payable under the Bond Documents.

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SUMMARY OF CERTAIN PROVISIONS OF THE MASTER SECURITY AGREEMENT AND THE MORTGAGES

The following is a brief summary of certain provisions of the Master Security Agreement, the Mortgages and the Assignment of Mortgages and should not be considered a full statement thereof. Reference is made to the Master Security Agreement, each of the Mortgages and each of the Assignment of Mortgages for complete details of the terms thereof.

THE MASTER SECURITY AGREEMENT

Security Interest in Pledged Revenues

As security for the payment of all liabilities and the performance of all obligations of the College pursuant to the Loan Agreement, the College has pledged, granted a security interest in, and pledged and assigned to the Collateral Agent the Pledged Revenues, together with the College's right to receive, collect and use the Pledged Revenues and the proceeds of the Pledged Revenues. The pledge, grant of security interest and assignment made to the Collateral Agent pursuant to the Master Security Agreement shall be a first Lien on the Pledged Revenues.

Parity Indebtedness

The grant by the College of a lien on and security interest in the Pledged Revenues shall secure the Bonds and any Additional Parity Indebtedness equally and ratably without regard to the time any such lien, security agreement or mortgage was created or the order of attachment or perfection of any such lien, security agreement or mortgage or the filing of any financing statement in respect thereof or any other circumstance whatsoever.

Application of Pledged Revenues

(a) In order to secure the interests of each Parity Secured Party in the Pledged Revenues, the Collateral Agent shall act for the benefit of each Parity Secured Party. Upon the occurrence or continuation of any Event of Default, the College shall deliver or cause to be delivered no less frequently than weekly its Pledged Revenues to the Collateral Agent to be applied for the equal and ratable benefit of each Parity Secured Party.

(b) The Collateral Agent shall apply the available Pledged Revenues received in accordance with subsection (a) above to the payment of the College's obligations on a pro rata basis in proportion to the aggregate amount due to each Parity Security Party (less, in each case, the amount of any available funds pledged exclusively for the benefit of the Parity Secured Party, including, without limitation, any debt service fund or debt service reserve fund securing any applicable Parity Indebtedness), divided by the total amount of Parity Indebtedness at the time outstanding pursuant to the Indenture.

(c) Each Parity Secured Party shall promptly give written notice to each other Parity Secured Party and to the Collateral Agent of the occurrence of (i) any Event of Default or (ii) any other event which with the giving of notice, the passage of time or both would be an Event of Default of which it has knowledge or (iii) fifteen (15) days prior written notice of the exercise, cure, waiver of any rights or remedies relating to any Event of Default, or (iv) any notice received from the College, Issuer, or any third party referencing an Event of Default, in accordance with the terms of the Loan Agreement and the Indenture.

(d) At the written request of the Collateral Agent, each other Parity Secured Party shall provide the Collateral Agent information needed to determine the amount, if any, to be distributed to such other Parity Secured Party pursuant to subsection (b) above.

(e) The Collateral Agent shall provide notice to all Secured Parties of any exercise of its rights under the Master Security Agreement.

Property Held by Parity Secured Party

If and to the extent that, at any time an Event of Default shall have occurred and be continuing and any Parity Secured Party shall be then be in possession of or thereafter have, acquire or be entitled to receive, by exercise of any right of set-off, bankers lien or other right, lien or security interest, whether created by any law or contract, any portion of the Pledged Revenues or any proceeds thereof, including any cash, investments or other property held in any deposit or investment account maintained by the College with such Parity Secured Party, such Parity Secured Party shall promptly deliver the same to the Collateral Agent for application as provided under "Application of Pledged Revenues" above and prior to such delivery, shall hold and maintain such property for the benefit and security of all of the Parity Secured Parties.

Certain Covenants, Warranties and Representations

(a) The College shall not create or permit the creation of any pledge, assignment, encumbrance, restriction, security interest in or other commitment of or with respect to the Pledged Revenues which is prior or equal to the pledge made under the Master Security Agreement without the prior written consent of the Collateral Agent and the College will warrant and defend the Pledged Revenues against any claims and demands of all persons at any time claiming the same or any interest therein adverse to the Collateral Agent;

(b) The College will pay promptly when due all taxes, assessments, and governmental charges upon or against the College or the property or operations of the College in each case before the same become delinquent and before penalties accrue thereon, unless and to the extent that the same are being contested in good faith by appropriate proceedings;

(c) The College will at all times, during normal business hours upon reasonable notice, allow the Collateral Agent or its representatives and assigns, free access to and right of inspection of the Pledged Revenues;

(d) The Collateral Agent or its assigns may, at its option, discharge any taxes, liens, security interests or other encumbrances at any time levied or placed on the Pledged Revenues and may pay for the maintenance and preservation of the Pledged Revenues, and the College will immediately reimburse the Collateral Agent or its assigns, as applicable, on demand for any payment made or any expense incurred by such party pursuant to the foregoing authority. All such expenses and payments shall have the benefit of and be secured by the security interest granted under the Master Security Agreement and the Collateral Agent or its assigns is authorized to charge any depository account of the College maintained with the Collateral Agent or its assigns for the amount of such expenses and payments;

(e) The College will not commingle Pledged Revenues or the proceeds of Pledged Revenues with Excluded Property or the proceeds of Excluded Property. The College shall create and maintain one or more deposit accounts or groups of deposit accounts which shall be identified as the "Included Accounts," and shall create one or more deposit accounts or group of deposit accounts which shall be identified as the "Excluded Accounts." The College will deposit only Pledged Revenues and proceeds of the Pledged Revenues into the Included Accounts and will deposit only Excluded Property and proceeds of Excluded Property into the Excluded Accounts. After having deposited Pledged Revenues and proceeds of the Pledged Revenues into the Included Accounts, the College will never commingle any funds in the Included Accounts with funds in the Excluded Accounts. The College will at all times maintain records that are sufficient in form and content (in the Collateral Agent's reasonable discretion) to verify its continuous compliance with the requirements of summarized subsection.

Collection of Pledged Revenues

Upon the occurrence of an Event of Default, the Collateral Agent may realize upon any security interest which the Collateral Agent may then have in the pledge and assignment of Pledged Revenues and the rights to receive the same, all to the extent provided in the Master Security Agreement, and in a manner consistent with the rights of the holders of Indebtedness secured by the Pledged Revenues, by any one or more of the following actions: (i) enter the College and examine and make copies of the financial books and records of the College relating to the Pledged Revenues and, to the extent of the assigned Pledged Revenues, take possession of all instruments, chattel paper, checks or other orders for payment of money and moneys in the possession of the College representing Pledged Revenues or proceeds thereof; (ii) notify any account debtors obligated on any Pledged Revenues to make payment directly to the Collateral Agent or to the Issuer, as the Collateral Agent may direct, and of the amount to be so paid (other than any Pledged Revenues due from the government with respect to which an assignment is prohibited), provided, however, that the Collateral Agent may, in its discretion, immediately collect the entire amount of interest, principal, and Sinking Fund Payments, if any, coming due with respect to the Bonds on the next interest payment date, subject to acceleration to the extent of Pledged Revenues, and may continue to do so commencing on each interest payment date to the extent of amounts due to the Collateral Agent under the Master Security Agreement on the next interest payment date, with respect to Pledged Revenues, until such amounts are fully collected; provided, however, that written notice of such notification shall be mailed to the College five (5) days prior to mailing or otherwise making such notification to account debtors; and provided further that until the College shall receive such notice it shall have full authority and responsibility to enforce and collect Pledged Revenues owing from its account debtors; (iii) following the above-mentioned notification to account debtors, collect, compromise, settle, compound or extend amounts payable as Pledged Revenues (other than any Pledged Revenues due from the government with respect to which an assignment is prohibited) which are in the form of accounts receivable or contract rights from the College's account debtors by suit or other means and give a full acquittance therefor and receipt therefor in the name of the College whether or not the full amount of any such account receivable or contract right owing shall be paid to the Collateral Agent; (iv) require the College to deposit all instruments, chattel paper, moneys, checks or other orders for the payment of money which represent Pledged Revenues (including any Pledged Revenues due from the government with respect to which an assignment is prohibited) in an amount equal to the Pledged Revenues assigned hereunder within five (5) business days after receipt of written notice of such requirement, and thereafter as received, into a fund or account to be established for such purpose by the Collateral Agent, provided that the moneys in such fund or account shall be applied by the Collateral Agent to the payment of any of the obligations of the College under the Master Security Agreement, under the Loan Agreement and the Indenture, including the fees and expenses of the Collateral Agent; and provided further that the Collateral Agent in its sole discretion may authorize the College to make withdrawals from such fund or account for its corporate purposes; and provided further that the requirement to make such deposits shall cease and the balance of such fund or account shall be paid to the College when all Events of Default have been cured and upon written notification of such to the College from the Collateral Agent; (v) forbid the College to extend, compromise, compound or settle any accounts receivable or contract rights which represent any unpaid assigned Pledged Revenues, or release, wholly or partly, any person liable for the payment thereof (except upon receipt of the full amount due) to allow any credit or discount thereon; and (vi) endorse in the name of the College any checks or other orders for the payment of money representing any unpaid assigned Pledged Revenues or the proceeds thereof.

THE MORTGAGES

Grant of Mortgage Lien

Pursuant to the Mortgages, the College has granted to the Issuer a mortgage Lien on and security interest in the Mortgaged Property, comprised of the Main Campus and the Montgomery Place Campus, including without limitation the Land and Improvements consisting of all buildings, structures and other improvements now or hereinafter erected on the Land and all appurtenances located on the Land and all building materials and fixtures incorporated into any Improvements or appurtenances located on the Land and all other machinery, apparatus, equipment, fittings, fixtures and articles of personal property, now owned or hereafter owned by the College constituting the Equipment, all condemnation awards and casualty insurance proceeds with respect to the foregoing.

Events of Default

The occurrence of any one or more of the following events shall constitute an "Event of Default" under the Mortgages:

(a) The College shall fail to pay on behalf of the Issuer (or cause to be paid) the principal of, redemption premium, if any, interest on or any other debt charges in respect of the Bonds when the same shall become due, whether on a Debt Service Payment Date, upon redemption, at maturity, upon acceleration, or otherwise; or

(b) the College shall fail to pay any amounts due and owing under the Loan Agreement or under the Promissory Notes, and the College does not cure such failure within two (2) Business Days after written notice has been given to the College of such failure; provided, however, that if the Loan Agreement or Promissory Notes provide for a longer period during which the College may cure such failure to pay before it becomes an event of default thereunder, then that longer cure period shall apply under the Mortgages; or

(c) the College shall fail to observe or perform any covenant, condition or agreement on its part to be performed under the Mortgages for a period of thirty (30) days after receiving written notice, specifying such failure and requesting that it be remedied, given to the College by the Issuer or the Trustee; provided however, that if such default cannot be cured within thirty (30) days but the College is proceeding diligently and in good faith to cure such default, then the College shall be permitted an additional ninety (90) days within which to remedy the default; or

(d) the occurrence and continuation of an Event of Default under the Loan Agreement or the Indenture; or

(e) the occurrence and continuation of an "Event of Default" under any of the other Bond Documents; or

(f) if the College shall release or sell any Mortgaged Property except as permitted under the Loan Agreement.

Rights and Remedies Upon Default

Upon the occurrence of any Event of Default under the Mortgages, the Issuer may exercise any one or more of the following rights and remedies:

(a) Right to Cure Default. The Issuer shall have the right, but not the obligation, to comply with, perform or observe any covenant or obligation which College has failed to comply with, perform or observe under any of the Bond Documents and shall have the right to enter the Mortgaged Property at any time and from time to time for the purpose of curing such default, and any amounts so paid by the Issuer or the costs of such performance, together with all costs and expenses incurred by the Issuer in connection with such payment or performance, including, but not limited to, reasonable attorneys' fees and disbursements and interest on all such amounts, costs and expenses at the per annum rate of ten percent (10%), but in no event in excess of the maximum interest rate permitted by law, shall be paid by the College to the Issuer on demand. Until so paid, all such amounts, costs and expenses, together with interest thereon, shall be secured by Mortgages and, if not paid, may be added to the judgment in any foreclosure action.

(b) Right to Accelerate Bonds. The Issuer may declare the entire unpaid principal amount, accrued interest and any other fees and expenses evidenced by the Loan Agreement, the Promissory Notes, the Building Loan Agreement (with respect to the Building Loan Mortgage) and the Bonds and secured by the Mortgages to be due and payable, in which event said amount shall immediately become due and payable. Upon the occurrence and continuation of an Event of Default described in clause (f) under "Events of Default" above, at the sole option of Issuer, Issuer may accelerate the indebtedness evidenced by the Loan Agreement and the Notes and declare the entire unpaid principal amount, accrued interest and any other fees and expenses evidenced by the Bonds and the Bond Documents immediately due and payable.

(c) Right to Foreclose Mortgage. The Issuer may foreclose the Mortgages and sell, if permitted by law, or petition to be sold, the Mortgaged Property in one or more parcels or in several interests or portions in such manner as a court of competent jurisdiction may direct. If permitted by law, the Issuer may foreclose the Mortgages for any portion of the indebtedness or any other sums secured hereby which are then due and payable, subject to the continuing Lien of the Mortgages for the balance of the indebtedness not then due. If any real property transfer tax shall be due and payable upon the conveyance of the Mortgaged Property or any portion thereof pursuant to a judicial sale in any foreclosure action or by deed in lieu of foreclosure, the College shall pay the same. In the event that the College fails to pay any such tax within ten (10) days after notice and demand for payment is given by the Issuer, the Issuer may pay the same, and any amount thereof so paid by the Issuer, together with all costs and expenses incurred by the Issuer in connection with such payment, including, but not limited to, reasonable legal fees and disbursements, and interest on all such amounts, costs and expenses at the per annum rate of ten percent (10%), but in no event in excess of the maximum interest rate permitted by law, shall be paid by the College to the Issuer on demand. The Issuer shall apply all proceeds of a foreclosure first, to all reasonable costs and expenses, including legal fees and expenses and costs incurred in connection with the foreclosure of the Mortgages, second, to the payment of all outstanding taxes and special assessments, and third, to the payment of the indebtedness secured under the Mortgages. Until so paid, all such amounts, costs and expenses, together with interest thereon, shall be secured by the Mortgages and, if not paid, may be added to the judgment in any foreclosure action.

(d) Right to Appointment of Receiver. The Issuer shall be entitled, without notice, without regard to the adequacy of any security for the indebtedness secured under the Mortgages and without regard to the solvency of the College, to have a receiver, trustee, liquidator or conservator appointed with all the rights and powers permitted under the laws of the State. Such receiver shall have and may enforce all of the rights and remedies of the Issuer under subsection (c) above to the maximum extent permitted by law.

(e) Right to Sell Mortgaged Property. The Issuer shall have the right to sell for cash or upon credit the Mortgaged Property or any part thereof and all estate, claim, demand, right, title and interest of College therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law.

(f) Right to Institute an Action, Suit or Proceeding. The Issuer shall have the right to institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained in the Mortgages, the Notes, the Loan Agreement, the Building Loan Agreement (with respect to the Building Loan Mortgage) or in the other Bond Documents.

(g) Right to Recover on Notes. The Issuer shall have the right to recover judgment on the Notes either before, during or after any proceedings for the enforcement of the Mortgages or the other Bond Documents.

(h) Rights under the Uniform Commercial Code. The Issuer shall have the right to exercise any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing: (i) the right to take possession of the Building Materials and the Equipment, or any part thereof, and to take such other measures as Issuer may deem necessary for the care, protection and preservation of the Building Materials and Equipment, and (ii) request College at its expense to assemble the Building Materials and Equipment and make it available to Issuer at a convenient place acceptable to Issuer. Any notice of sale, disposition or other intended action by Issuer with respect to the Building Materials and Equipment sent to College in accordance with the provisions of the Mortgages at least five (5) days prior to such action, shall constitute commercially reasonable notice to College.

(i) Right to Apply Sums in Accordance with Bond Documents. Except as otherwise expressly set forth in the Mortgages, the Issuer shall have the right to apply any sums then deposited or held in escrow or otherwise by or on behalf of Issuer in accordance with the terms of the Loan Agreement, the Notes, the Building Loan Agreement (with respect to the Building Loan Mortgage), the Mortgages or any other Bond Document to the payment of the following items in any order in its uncontrolled discretion: real estate taxes; insurance premiums; interest on the unpaid principal balance of the Notes; unpaid principal balance of the Notes; and all other sums payable pursuant to the Notes, the Loan Agreement, the Building Loan Agreement (with respect to the Building Loan Mortgage), the Mortgages and the other Bond Documents, including without limitation advances made by Issuer pursuant to the terms of the Mortgages.

In the event of a sale, by foreclosure, power of sale or otherwise, of less than all of Mortgaged Property, the Mortgages shall continue as a lien and security interest on the remaining portion of the Mortgaged Property unimpaired and without loss of priority.

Rights and Remedies Under Mortgage Not Exclusive

The rights and remedies of the Issuer under the Mortgages shall be in addition to its rights and remedies under the laws of the State, including, but not limited to, its rights and remedies under Section 254 of the Real Property Law of the State. Nothing contained in the Mortgages shall be construed as requiring the Issuer to pursue any particular right or remedy for the purpose of procuring the satisfaction of the obligations and indebtedness secured by the Mortgages, and the Issuer may exercise any or all of its rights and remedies under the Bond Documents or otherwise provided by law in its sole discretion. No failure of the Issuer to insist upon the strict performance by the College of any of its covenants or obligations under the Bond Documents, and no delay by the Issuer in exercising any of its rights or remedies thereunder or otherwise provided by law, shall be deemed to be a waiver of such covenants or obligations or to preclude the exercise of such rights or remedies, and the Issuer, notwithstanding any such failure or delay, shall have the right thereafter to insist upon the strict performance by the College of any and all of its covenants and obligations under the Bond Documents and to exercise any and all of its rights and remedies thereunder or otherwise provided by law.

The Assignment of Mortgages

Pursuant to the Assignment of Mortgages, the Issuer has assigned all of the Issuer's rights, title and interests under the Mortgages to the Trustee to secure the payment of the principal of, premium, if any, sinking fund installments of and interest on the Series 2020 Bonds.

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APPENDIX D

FORM OF DISCLOSURE DISSEMINATION AGREEMENT

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APPENDIX D

FORM DISCLOSURE DISSEMINATION AGENT AGREEMENT

This Disclosure Dissemination Agent Agreement (the "Disclosure Agreement"), dated as of December __, 2020, is executed and delivered by Bard College, a duly organized and validly existing New York education corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), which is exempt from federal income taxation pursuant to Section 5.01(a) of the Code (the "Obligated Person") and Digital Assurance Certification, L.L.C., as exclusive Disclosure Dissemination Agent (the "Disclosure Dissemination Agent" or "DAC") for the benefit of the Holders (hereinafter defined) of the Bonds (hereinafter defined) and in order to assist the Obligated Person in processing 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 Obligated Person through use of the DAC system and do not constitute "advice" within the meaning of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). DAC will not provide any advice or recommendation to the Issuer (hereinafter defined), the Obligated Person, or anyone on behalf of the Issuer or Obligated Person, 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. DAC is not a "Municipal Advisor" as such term is defined in Section 15B of the Securities Exchange Act of 1934, as amended, and related rules.

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 Official Statement (hereinafter defined). The capitalized terms shall have the following meanings:

"Annual Filing Date" means the date, set in Sections 2(a) and 2(f) hereof, 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 containing Annual Financial Information described in and consistent with Section 3 of this Disclosure Agreement.

"Audited Financial Statements" means the annual financial statements 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)(B) 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, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure delivered to the Disclosure Dissemination Agent is the Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial 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 Representative" means the General Counsel of the Borrower, 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.

"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.

"Failure to File Event" means the Obligated Person's failure to file an Annual Report on or before the Annual Filing Date.

"Financial Obligation" as used in this Disclosure Agreement is defined in the Rule, as may be amended, as (i) a debt obligation; (ii) derivative instrument entered into in connection with, or pledged as a 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, the Notice Event notices, the Failure to File Event notices, the Voluntary Event Disclosures and the Voluntary Financial Disclosures.

"Issuer" means Dutchess County Local Development Corporation, as issuer of the Bonds.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor thereto, established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934.

"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.

"Official Statement" means that Official Statement prepared by the Issuer and the Obligated Person in connection with the Bonds, as listed in Exhibit A.

"Trustee" means the institution identified as such in the document under which the Bonds were issued.

"Voluntary Event Disclosure" means information of the category specified in any of subsections (e)(vi)(1) through (e)(vi)(10) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(a) of this Disclosure Agreement.

"Voluntary Financial Disclosure" means information of the category specified in any of subsections (e)(vii)(1) through (e)(vii)(9) of Section 2 of this Disclosure Agreement that is accompanied by a Certification of the Disclosure Representative containing the information prescribed by Section 7(b) of this Disclosure Agreement.

SECTION 2. Provision of Annual Reports.

(a) The Obligated Person shall provide, annually, an electronic copy of the Annual Report and Certification to the Disclosure Dissemination Agent, together with a copy each for the Issuer and the Trustee, if any, not later than the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Report and the Certification, the Disclosure Dissemination Agent shall provide an Annual Report to the MSRB not later than the 165th day after the end of the Borrower's fiscal year following the end of each fiscal year of the Obligated Person, commencing with the fiscal year ending June 30, 2021. Such date and each anniversary thereof is the "Annual Filing Date." The Annual Report 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 either (i) provide the Disclosure Dissemination Agent with an electronic copy of the Annual Report and the Certification no later than two (2) business days prior to the Annual Filing Date, or (ii) instruct the Disclosure Dissemination Agent in writing, that the Obligated Person will not be able to file the Annual Report within the time required under this Disclosure Agreement, state the date by which the Annual Report for such year will be provided and instruct the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B, which may be 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 10:00 a.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 irrevocably directs the Disclosure Dissemination Agent to immediately send a Failure to File Event notice to the MSRB in substantially the form attached as Exhibit B without reference to the anticipated filing date for the Annual Report, which may be 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, when the Audited Financial Statements are available, provide at such time an electronic copy to the Disclosure Dissemination Agent, accompanied by a Certification, together with a copy each for the Issuer and the Trustee, for filing with the MSRB.

(e) The Disclosure Dissemination Agent shall:

(i) verify the filing specifications of the MSRB each year prior to the Annual Filing Date;

(ii) upon receipt, promptly file each Annual Report received under Sections 2(a) and 2(b) hereof with the MSRB;

(iii) upon receipt, promptly file each Audited Financial Statement received under Section 2(d) hereof with the MSRB;

(iv) upon receipt, promptly file the text of each Notice Event received under Sections 4(a) and 4(b)(ii) hereof with the MSRB, identifying the Notice Event as instructed by the Obligated Person pursuant to Section 4(a) or 4(b)(ii) hereof (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 or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

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 an 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) hereof 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;” other than those communications included in the Rule;

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;” and

10. “other event-based disclosures.”

(vii) upon receipt, promptly file the text of each Voluntary Financial Disclosure received under Section 7(b) hereof 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, Issuer, Trustee (if any) and the MSRB, provided that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one year.

(g) Anything in this Disclosure Agreement to the contrary notwithstanding, any Information received by the Disclosure Dissemination Agent before 10:00 a.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.

(a) Each Annual Report shall contain Annual Financial Information with respect to the Obligated Person, including the financial and statistical information provided in the Official Statement under the headings:

Application and Admissions Credentials
Impact of COVID-19 (only for fiscal years that have been impacted by COVID-19)
Student Fees
Student Financial Aid
Pension Program
Budget, Planning and Due Diligence
Financial Statements and Pandemic Response (with respect to the pandemic response, only for fiscal years that have been impacted by COVID-19)
Management’s Discussion and Analysis
Gifts, Contributions and Grants

Endowment and Similar Funds
Outstanding Long Term Indebtedness and Other Obligations
Plant Values

(b) Audited Financial Statements as described in the Official Statement will be included in the Annual Report. If audited financial statements are not available, then, unaudited financial statements, prepared in accordance with Generally Accepted Accounting Principles as described in the Official Statement will be included in the Annual Report. Audited Financial Statements (if any) will 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 available on 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.

If the Annual Financial Information contains modified operating data or financial information different from the Annual Financial Information agreed to in the continuing disclosure undertaking related to the Bonds, the Obligated Person is required to explain, in narrative form, the reasons for the modification and the impact of the change in the type of operating data or financial information being provided.

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 or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of Bond holders, if material;

8. Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Bonds, 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 an 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 an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of an 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 an Obligated Person, any of which reflect financial difficulties.

The Obligated Person shall, in a timely manner not later than nine (9) business days after its occurrence, notify the Disclosure Dissemination Agent in writing of the occurrence of a Notice Event. 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 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).

(b) The Disclosure Dissemination Agent is under no obligation to notify the Issuer, 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 Disclosure Representative, the Disclosure Representative 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 either (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 by the Obligated Person as prescribed in subsection (a) or (b)(ii) 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 may 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. The Obligated Person will provide the Disclosure Dissemination Agent with the CUSIP numbers for (i) new bonds at such time as they are issued or become subject to the Rule and (ii) any Bonds to which new CUSIP numbers are assigned in substitution for the CUSIP numbers previously assigned to such Bonds.

SECTION 6. Additional Disclosure Obligations. The Obligated Person acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, 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 a 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 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. 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 may 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 a 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 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. If the Disclosure Dissemination Agent has been instructed by the Obligated Person as prescribed in this Section 7(b) hereof 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 may 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 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 Disclosure Agreement or including any other information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure, in addition to that required by this Disclosure Agreement. If the Obligated Person chooses to include any information in any Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure in addition to that which is specifically required by this Disclosure Agreement, the Obligated Person shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report, Audited Financial Statements, Notice Event notice, Failure to File Event notice, Voluntary Event Disclosure or Voluntary Financial Disclosure.

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 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 counsel expert in federal securities laws to the effect that continuing disclosure is no longer required.

SECTION 9. Disclosure Dissemination Agent. The Obligated Person has appointed Digital Assurance Certification, L.L.C. 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, if any, replace or appoint a successor to the 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, alternately, agrees to assume all responsibilities of 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 to the Disclosure Dissemination Agent until payment in full for any and all sums owed and payable to the Disclosure Dissemination Agent. The Disclosure Dissemination Agent may resign at any time by providing thirty days' prior written notice to the Issuer and the Obligated Person.

SECTION 10. Remedies in Event of Default. In the event of a failure of the Obligated Person or the Disclosure Dissemination Agent to comply with any provision of this Disclosure Agreement, the Holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the parties' obligation under this Disclosure Agreement. Any failure by a party to perform in accordance with this Disclosure Agreement shall not constitute a default on the Bonds or under any other document relating to the Bonds, and all rights and remedies shall be limited to those expressly stated herein.

SECTION 11. Duties, Immunities and Liabilities of Disclosure Dissemination Agent.

(a) The Disclosure Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. The Disclosure Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Obligated Person has provided such information to the Disclosure Dissemination Agent as required by 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 Issuer, the Obligated Person, the Holders of the Bonds or any other party. The Disclosure Dissemination Agent shall have no responsibility for the Obligated Person's failure to report to the Disclosure Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Disclosure Dissemination Agent shall have no duty to determine or liability for failing to determine whether the 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 AND ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, HARMLESS AGAINST ANY LOSS, EXPENSE AND LIABILITIES 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 LIABILITIES DUE TO THE DISCLOSURE DISSEMINATION AGENT'S GROSS 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 shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable 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 Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

SECTION 12. No Issuer Responsibility. The Obligated Person and the Disclosure Dissemination Agent acknowledge that the Issuer has undertaken no 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, and shall have no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures.

SECTION 13. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Obligated Person 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 both the Obligated Person 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 neither the Obligated Person nor 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 Disclosure Dissemination Agent shall have the right to adopt amendments to this Disclosure Agreement necessary 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 by giving not less than 20 days written notice of the intent to do so together with a copy of the proposed amendment to the Issuer and the Obligated Person. No such amendment shall become effective if the Obligated Person shall, within 10 days following the giving of such notice, send a notice to the Disclosure Dissemination Agent in writing that it objects to such amendment.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Obligated Person, the Issuer, the Trustee (if any), the Disclosure Dissemination Agent, the underwriter, and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of New York (other than with respect to conflicts of laws).

SECTION 16. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank.]

The Disclosure Dissemination Agent and the Obligated Person have caused this Continuing 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:______________________________________

BARD COLLEGE,
as Obligated Person

By:_______________________________________
Name:_____________________________________
Title:______________________________________

EXHIBIT A

NAME AND CUSIP NUMBERS OF BONDS

Name of Issuer	Dutchess County Local Development Corporation
Obligated Person(s)	Bard College
Name of Bond Issue:	$______ Tax-Exempt Revenue Bonds, Series 2020A (Bard College Project)
Date of Issuance:	________________________
Date of Official Statement	________________________

CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________

Name of Issuer	Dutchess County Local Development Corporation
Obligated Person(s)	Bard College
Name of Bond Issue:	$________ Taxable Revenue Bonds, Series 2020B (Bard College Project)
Date of Issuance:	________________________
Date of Official Statement	________________________

CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________
CUSIP Number:	________________	CUSIP Number:	________________

EXHIBIT B

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Issuer Dutchess County Local Development Corporation

Obligated Person: Bard College

Name(s) of Bond Issue(s): $_________ Tax-Exempt Revenue Bonds, Series 2020A (Bard College Project)

$_________ Taxable Revenue Bonds, Series 2020B (Bard College Project)

Date(s) of Issuance: ________________________

Date(s) of Disclosure Agreement: ____________________

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 Disclosure Agreement between the Obligated Person 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:

EXHIBIT C-1
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" may 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:

Dutchess County Local Development Corporation (Issuer)

Bard College (Obligated Person)

Issuer's Six-Digit CUSIP Number:

____

____

Issuer's Nine-Digit CUSIP Number(s) of the bonds to which this material event notice relates:

____

Number of pages of attached: _____

____ Description of Notice Event (Check One):

1.____"Principal and interest payment delinquencies;"
2.____"Non-Payment related defaults, if material;"
3.____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4.____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5.____"Substitution of credit or liquidity providers, or their failure to perform;"
6.____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7.____"Modifications to rights of securities holders, if material;"
8.____"Bond calls, if material;" 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.___"Merger, consolidation, or acquisition of the obligated person, 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.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-2
VOLUNTARY EVENT DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary event disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Obligated Person and DAC.

Issuer's and Obligated Person's Names:

Dutchess County Local Development Corporation (Issuer)

Bard College (Obligated Person)

Issuer's Six-Digit CUSIP Number:

____

Issuer's 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;" and
10._"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.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

EXHIBIT C-3
VOLUNTARY FINANCIAL DISCLOSURE COVER SHEET

This cover sheet and accompanying "voluntary financial disclosure" may be sent to the MSRB, pursuant to the Disclosure Dissemination Agent Agreement dated as of _____ between the Issuer and DAC.

Issuer's and Obligated Person's Names:

Dutchess County Local Development Corporation (Issuer)

Bard College (Obligated Person)

Issuer's Six-Digit CUSIP Number:

____

Issuer's 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.
315 E. Robinson Street
Suite 300
Orlando, FL 32801
407-515-1100

Date:

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APPENDIX E

FORM OF APPROVING OPINION OF BOND COUNSEL

APPENDIX E

Form of Approving Opinion of Bond Counsel

Upon the issuance of the Series 2020 Bonds, Nixon Peabody LLP, New York, New York, as Bond Counsel, will deliver its opinion in substantially the same form as this Appendix.

December 23, 2020

Dutchess County Local Development Corporation
Poughkeepsie, New York

The Bank of New York Mellon, as Trustee
New York, New York

KeyBanc Capital Markets Inc.,
as Representative of the Underwriter
Albany, New York

Re: $150,770,000 Dutchess County Local Development Corporation
Tax-Exempt Revenue Bonds, Series 2020A (Bard College Project)

and

$99,230,000 Dutchess County Local Development Corporation
Taxable Revenue Bonds, Series 2020B (Bard College Project)

Ladies and Gentlemen:

We have acted as bond counsel to the Dutchess County Local Development Corporation (Dutchess County, New York) (the "**Issuer**"), in connection with the issuance on the date hereof by the Issuer of its $150,770,000 Tax-Exempt Revenue Bonds, Series 2020A (Bard College Project) (the "**Series 2020A Bonds**") and its $99,230,000 Taxable Revenue Bonds, Series 2020B (Bard College Project) (the "**Series 2020B Bonds**"; and, together with the Series 2020A Bonds, the "**Series 2020 Bonds**"). The Series 2020 Bonds are authorized to be issued pursuant to:

(i) Section 1411 of the New York Not-for-Profit Corporation Law (the "**Act**"),

(ii) the Bond Resolution duly adopted by the Issuer on October 2, 2020, as amended and supplemented by the Supplemental Bond Resolution duly adopted by the Issuer on December 2, 2020 (the "**Resolution**"), and

(iii) the Indenture of Trust, dated as of December 1, 2020 (the "**Indenture**"), by and between the Issuer and The Bank of New York Mellon, as trustee for the benefit of the Owners of the Series 2020 Bonds (the "**Trustee**").

The Series 2020 Bonds are being issued to finance or refinance the costs of the Project. The Issuer will loan the proceeds of the Series 2020 Bonds to Bard College (the "**College**") pursuant to the terms of a Loan Agreement, dated as of December 1, 2020 (the "**Loan Agreement**"), between the Issuer and the College. The College has evidenced its obligations to make loan payments to the Issuer by the issuance and delivery of (i) a certain Promissory Note in the principal amount of the Series 2020A Bonds, and (ii) a certain Promissory Note in the principal amount of the Series 2020B Bonds, each dated the Closing Date and each from the College to the Issuer and endorsed by the Issuer to the Trustee (collectively, the "**Promissory Notes**"). The Issuer has assigned to the Trustee as security for the Series 2020 Bonds, for the benefit of the Owners of the Series 2020 Bonds, substantially all of its rights under the Loan Agreement pursuant to the Indenture. The College has granted mortgage liens on and security interests in the Project to the Issuer pursuant to a (i) Building Loan Mortgage and Security Agreement (the "**Building Loan Mortgage**"), and (ii) a Project Loan Mortgage and Security Agreement (the "**Project Loan Mortgage**"), each dated as of December 1, 2020 (collectively, the "**Mortgages**"), and each from the College to the Issuer. The Mortgages will be assigned by the Issuer to the Trustee pursuant to (i) an Assignment of Building Loan Mortgage and Security Agreement, and (ii) an Assignment of Project Loan Mortgage and Security Agreement, each dated December 23, 2020 (collectively, the "**Assignments**"). The College and the Trustee, in its capacity as Collateral Agent (the "**Collateral Agent**"), have entered into a Master Security Agreement, dated as of December 23, 2020 (the "**Master Security Agreement**"), pursuant to which the College has granted a lien on and security interest in the Pledged Revenues to the Collateral Agent on behalf of the Issuer. The College, the Issuer and the Trustee have entered into a Building Loan Agreement, dated as of December 1, 2020 (the "**Building Loan Agreement**"), by and among the Issuer, the College and the Trustee. The Issuer and the College have entered into a Tax Regulatory Agreement, dated the Closing Date (the "**Tax Regulatory Agreement**"), in which the Issuer and the College have made certain representations and covenants, established certain conditions and limitations and created certain expectations, relating to compliance with the requirements imposed by the Internal Revenue Code of 1986, as amended (the "**Code**"). KeyBanc Capital Markets Inc., acting on behalf of itself and as representative of the underwriters for the Series 2020 Bonds (collectively, the "**Underwriter**"), has agreed to purchase the Series 2020 Bonds pursuant to the terms of a Bond Purchase Agreement, dated December 15, 2020 (the "**Bond Purchase Agreement**"), among the Issuer, the Underwriter and the College.

The Series 2020 Bonds are dated December 23, 2020 (the "**Closing Date**"), and will bear interest from the date thereof at the rate and pursuant to the respective terms of the Series 2020 Bonds. The Series 2020 Bonds are subject to prepayment or redemption prior to maturity, as a whole or in part, at such time or times, under such circumstances and in such manner as is set forth in the Series 2020 Bonds and the Indenture.

As bond counsel, we have examined originals or copies, certified or otherwise identified to our satisfaction, of such instruments, certificates and documents (including all documents constituting the Transcript of Proceedings with respect to the issuance of the Series 2020 Bonds) as we have deemed necessary or appropriate for the purposes of the opinions rendered below. In such examination, we have assumed the genuineness of all signatures, the authenticity and due execution of all documents submitted to us as originals and the conformity to the original documents of all documents submitted to us as copies. As to any facts material to our opinion, without having conducted any independent investigation, we have relied upon, and assumed the accuracy and truthfulness of, the aforesaid instruments, certificates and documents.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned in the Schedule of Definitions attached as Schedule A to the Indenture.

In rendering the opinions set forth below, we have relied upon, among other things, certain representations and covenants made by the parties to this transaction including: (i) the College in (a) the Bond Purchase Agreement, (b) the Tax Regulatory Agreement, (c) the Loan Agreement, (d) the Promissory Notes, (e) the Mortgages, (f) the Assignments, (g) the Master Security Agreement, (h) the Building Loan Agreement, (i) the Closing Certificate of the College, dated the date hereof, (j) the Bond Counsel Questionnaire submitted to us by the College, (k) the Disclosure Dissemination Agent Agreement, dated as of December 23, 2020 (the "**Continuing Disclosure Agreement**"), between the College and Digital Assurance Certification, L.L.C., as disclosure dissemination agent, and (l) the Official Statement, dated December 15, 2020 (the "**Official Statement**") and (ii) the Issuer in (a) the Bond Purchase Agreement, (b) the Indenture, (c) the Tax Regulatory Agreement, (d) the Loan Agreement, (e) the Assignments, (f) the Building Loan Agreement, and (g) the Closing Certificate of the Issuer, dated the date hereof. We call your attention to the fact that there are certain requirements with which the Issuer and the College must comply after the date of issuance of the Series 2020A Bonds in order for the interest on the Series 2020A Bonds to remain excluded from gross income for federal income tax purposes. Copies of the aforementioned documents are included in the Transcript of Proceedings.

In addition, in rendering the opinions set forth below, we have relied upon the opinions of counsel to the Issuer, Cappillino, Rothschild & Egan LLP, Pawling, New York; counsel to the College, Locke Lord LLP, Boston, Massachusetts; and counsel to the Trustee, Paparone Law PLLC, New York, New York, all of even date herewith. Copies of the aforementioned opinions are contained in the Transcript of Proceedings.

Based upon and subject to the foregoing, we are of the opinion that:

1. The Issuer is a duly organized and existing corporate entity constituting a local development corporation of the State of New York.

2. The Issuer is duly authorized to issue, execute, sell and deliver the Series 2020 Bonds, for the purpose of paying the costs described above.

3. The Resolution has been duly adopted by the Issuer and is in full force and effect.

4. The Bond Purchase Agreement, the Indenture, the Tax Regulatory Agreement and the Loan Agreement have been duly authorized, executed and delivered by the Issuer and assuming the due authorization, execution and delivery thereof by the other parties thereto, are legal, valid and binding obligations of the Issuer, enforceable against the Issuer in accordance with their respective terms.

5. The Series 2020 Bonds have been duly authorized, executed and delivered by the Issuer and are legal, valid and binding special obligations of the Issuer payable solely from the

revenues derived from the Loan Agreement, enforceable against the Issuer in accordance with their respective terms.

6. The Series 2020 Bonds do not constitute a debt of the State of New York or of Dutchess County, New York, and neither the State of New York nor Dutchess County, New York, will be liable thereon.

7. The Code sets forth certain requirements which must be met subsequent to the issuance and delivery of the Series 2020A Bonds for interest thereon to be and remain excluded from gross income for federal income tax purposes. Noncompliance with such requirements could cause the interest on the Series 2020A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2020A Bonds. Pursuant to the Indenture, the Loan Agreement and the Tax Regulatory Agreement, the Issuer and the College have covenanted to comply with the applicable requirements of the Code in order to maintain the exclusion of the interest on the Series 2020A Bonds from gross income for federal income tax purposes pursuant to Section 103 of the Code. In addition, the Issuer and the College have made certain representations and certifications in the Indenture, the Loan Agreement and the Tax Regulatory Agreement. We are also relying on the opinion of counsel to the College, as to all matters concerning the status of the College as an organization described in Section 501(c)(3) of the Code and the College's exemption from federal income tax under Section 501(a) of the Code and that the intended use of the facilities financed or refinanced with proceeds of Series 2020A Bonds will not constitute an "unrelated trade or business" (within the meaning of Section 513(a) of the Code) of the College. We have not independently verified the accuracy of those certifications and representations or that opinion.

Under existing law, assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the Series 2020A Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code.

8. Under existing law, interest on the Series 2020A Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision of the State of New York (including The City of New York), assuming compliance with the tax covenants and the accuracy of the representations and certifications described in paragraph 7 hereof.

9. Interest on the Series 2020B Bonds is <u>not</u> excluded from gross income for federal income tax purposes under Section 103 of the Code and so will be fully subject to federal income taxation.

10. Interest on the Series 2020B Bonds is <u>not</u> exempt from personal income taxes imposed by the State of New York or any political subdivision of the State of New York (including The City of New York).

Except as stated in the paragraphs 7 through 10 above, we express no opinion as to any other federal, state or local tax consequences of the ownership or disposition of the Series 2020 Bonds. Furthermore, we express no opinion as to any federal, state or local tax law consequences with respect to the Series 2020 Bonds, or the interest thereon, if any action is taken with respect to the Series 2020 Bonds or the proceeds thereof upon the advice or approval of other counsel.

The foregoing opinions are qualified to the extent that the enforceability of the Series 2020 Bonds, the Bond Purchase Agreement, the Indenture, the Loan Agreement and the Tax Regulatory Agreement may be limited by bankruptcy, insolvency or other laws or enactments now or hereafter enacted by the State of New York or the United States affecting the enforcement of creditors' rights and by restrictions on the availability of equitable remedies and to the extent, if any, that enforceability of the indemnification provisions of such documents may be limited under law. We express no opinion with respect to the availability of any specific remedy provided for in any of the bond documents.

In rendering the foregoing opinions, we are not passing upon and do not assume any responsibility for the accuracy, completeness, sufficiency or fairness of any documents, information or financial data supplied by the Issuer, the College or the Trustee in connection with the Series 2020 Bonds, the Bond Purchase Agreement, the Indenture, the Loan Agreement, the Promissory Notes, the Tax Regulatory Agreement, the Mortgages, the Assignments, the Master Security Agreement, the Building Loan Agreement, the Official Statement, the Continuing Disclosure Agreement or the Project and make no representation that we have independently verified the accuracy, completeness, sufficiency or fairness of any such documents, information or financial data. In addition, we express no opinion herein with respect to the accuracy, completeness, sufficiency or fairness of the Official Statement, with respect to the Series 2020 Bonds.

We express no opinion herein with respect to the registration requirements under the Securities Act of 1933, as amended, the registration or qualification requirements under the Trust Indenture Act of 1939, as amended, the registration, qualification or other requirements of state securities laws or the availability of exemptions therefrom.

We express no opinion as to the sufficiency of the description of the Project contained in the Loan Agreement or as to the adequacy, perfection or priority of any security interest in any collateral securing the Series 2020 Bonds.

Furthermore, we express no opinion as to the Continuing Disclosure Agreement. We express no opinion with respect to whether the Issuer and the College (i) have complied with the State Environmental Quality Review Act, (ii) have obtained any or all necessary governmental approvals, consents or permits, or (iii) have complied with the New York Labor Law or other applicable laws, rules, regulations, orders and zoning and building codes, all in connection with the renovation, construction, equipping, furnishing and operation of the Project.

The opinions expressed herein may be relied upon by the addressees and may not be relied upon by any other person without our prior written consent.

Very truly yours,

APPENDIX F

FORM OF INVESTOR LETTER

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APPENDIX F

FORM OF INVESTOR LETTER

The undersigned, [__________________] (as "**Purchaser**"), HEREBY ACKNOWLEDGES receipt of the Dutchess County Local Development Corporation (i) $[________] Tax-Exempt Revenue Bonds, Series 2020A (Bard College Project) (the "**Series 2020A Bonds**"), and (ii) $[________] Taxable Revenue Bonds, Series 2020B (Bard College Project) (the "**Series 2020B Bonds**"; and, together with the Series 2020A Bonds, the "**Series 2020 Bonds**"), each dated December [__], 2020, which Series 2020 Bonds are more particularly described in a certain Indenture of Trust, dated as of December 1, 2020 (the "**Indenture**"), by and between Dutchess County Local Development Corporation (the "**Issuer**") and The Bank of New York Mellon, as trustee (the "**Trustee**") (capitalized terms used but not defined herein shall have the respective meaning set forth in the Indenture); and

REPRESENTS that:

1. The Purchaser hereby certifies that it is (check appropriate box):

☐ a "qualified institutional buyer" as defined in Rule 144A under the Securities Act of 1933, as amended (the "**Securities Act**"), and/or a "sophisticated municipal market professional" as defined in Municipal Securities Rulemaking Board Rule D-15 (a "**Qualified Institutional Buyer**"); or

☐ an "accredited investor" as defined in Rule 501 of Regulation D under the Securities Act (an "**Accredited Investor**").

2. It has read the Official Statement, dated as of December [__], 2020 (the "**Official Statement**") and the summaries of the Series 2020 Bonds, Indenture, the Loan Agreement, the Tax Regulatory Agreement, as summarized in the Official Statement, and the Purchaser acknowledges and understand the terms of such agreements.

3. It has received the information with respect to Bard College (the "**College**") and its affairs, which the Purchaser has requested, including financial statements, necessary in order to purchase the Series 2020 Bonds and that any and all information relating to the College and its affairs, which the Purchaser has requested, has been provided to the Purchaser. Nothing contained herein shall be deemed to relieve the College of its obligations with respect to disclosure to the Purchaser in connection with the sale of the Series 2020 Bonds under the federal and state securities laws.

4. The undersigned is an original purchaser or beneficial owner of $[__________] of Series 2020 Bonds and is holding such Series 2020 Bonds for its own account and not in the capacity of a bond house, broker or other intermediary, nor with a view to the distribution or resale thereof, provided that the right is reserved by the Purchaser to dispose of all or any part of such Series 2020 Bonds if in the future it deems it advisable to do so.

5. It has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of the prospective investment.

6. It has not offered, offered to sell, offered for sale or sold the Series 2020 Bonds by means of any form of general solicitation or general advertising and the Purchaser is not an underwriter within the meaning of Section 2(11) of the Securities Act, and will only sell the Series 2020

Bonds, should it choose to do so, in accordance with applicable law. The undersigned hereby acknowledges that in accordance with the Indenture and the Series 2020 Bonds, subject to certain exceptions provided therein, the Series 2020 Bonds may only be sold or assigned to Qualified Institutional Buyers or Accredited Investors.

7. It understands that the Series 2020 Bonds being purchased shall be special obligations of the Issuer, payable by the Issuer solely from the loan payments, revenues and receipts to be derived under the Loan Agreement, and that the Series 2020 Bonds do not constitute a debt of the State of New York or of Dutchess County, and neither the State of New York nor Dutchess County is liable on the Series 2020 Bonds.

8. It understands that the Issuer has no power of taxation.

9. It understands that neither the members, directors, officers or agents of the Issuer, nor any person executing the Series 2020 Bonds shall be liable personally or be subject to any personal liability or accountability by reason of or in connection with the issuance thereof.

10. It understands that the Issuer makes no representation or warranty, express or implied, with respect to the merchantability, condition or workmanship of any part of the Project or the suitability of the Project for the purposes or needs of the College or the extent to which proceeds derived from the sale of the Series 2020 Bonds will be sufficient to pay the cost of the Project.

11. It has not requested nor received any information concerning the College from the Issuer which it as a reasonable investor deems important in reaching an investment decision to purchase the Series 2020 Bonds. It is not relying on the Issuer with respect to the financial condition of the College, or the creditworthiness of the College, or the competency or integrity of the management of the College, or of the suitability of the Facility for the business or purposes of the College. It has made an independent evaluation of the factors aforementioned in this paragraph 11 without reliance upon the Issuer for any of them.

12. It has not relied upon the determination of the Issuer to issue its revenue bonds to finance the cost of the Project for any purpose of an evaluation of the financial condition or creditworthiness of the College, or of the competency or integrity of the management of the College or of the suitability of the Facility for the business or purposes of the College or for any other purpose.

13. It has received from the College and not from the Issuer whatever information was requested with respect to the College, which it deemed important as a reasonable investor in reaching an investment decision to purchase the Series 2020 Bonds.

14. It understands that the Issuer does not in any way represent that the insurance required by the Loan Agreement, whether in scope or coverage or limits of coverage, is adequate or sufficient to protect the business or interest of the College.

[__________________], as Purchaser

Dated: December [__], 2020 By:__________________

Name:
Title:

END OF FORM OF INVESTOR LETTER

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DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION (BARD COLLEGE PROJECT)
TAX-EXEMPT REVENUE BONDS SERIES 2020A AND TAXABLE REVENUE BONDS SERIES 2020B

Bard

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