

Moody's: "A2"

Fitch: "A"

(see "RATINGS" herein)

NEW ISSUE

In the opinion of Nixon Peabody LLP, 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 2015A 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 such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Bond Counsel is further of the opinion that interest on the Series 2015A Bonds is exempt from personal income taxation imposed by the State of New York or any political subdivision thereof including The City of New York, pursuant to the General Municipal Law. See "TAX MATTERS" herein regarding certain other tax considerations.

\$80,885,000

MARIST

**DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
REVENUE BONDS, SERIES 2015A
(MARIST COLLEGE PROJECT)**

Dated: Date of Delivery

Due: July 1, as shown on the inside cover

The Dutchess County Local Development Corporation Revenue Bonds, Series 2015A (Marist College Project) (the "Series 2015A Bonds") are being issued pursuant to an Indenture of Trust dated as of June 1, 2015 (the "Indenture") by and between the Dutchess County Local Development Corporation (the "Issuer") and Manufacturers and Traders Trust Company, 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 June 1, 2015 (the "Loan Agreement") between the Issuer and Marist College (the "College").

The Series 2015A Bonds will bear interest at the rates shown on the inside cover to this Official Statement. The Series 2015A Bonds will be subject to optional and mandatory redemption and to acceleration prior to maturity as described herein under "THE SERIES 2015A BONDS – Redemption Prior to Maturity."

The Series 2015A Bonds are being issued to (i) finance certain capital improvement projects on the College's main campus and (ii) finance certain costs of issuance of the Series 2015A Bonds. See "THE PROJECT" herein.

Interest on the Series 2015A Bonds will be payable on each January 1 and July 1, commencing January 1, 2016. The Series 2015A 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 2015A Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any multiple thereof. Purchasers will not receive certificates representing their ownership interest in the Series 2015A 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 2015A Bonds. See "THE SERIES 2015A BONDS – Book-Entry Only System" herein.

THE SERIES 2015A 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 2015A 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 OR THE COUNTY OF DUTCHESS, NEW YORK SHALL BE LIABLE THEREON.

THE SERIES 2015A 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 2015A BOND AGAINST ANY MEMBER, OFFICER, EMPLOYEE OR AGENT (EXCEPT THE COLLEGE) 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 2015A Bonds are offered when, as and if issued and received by the Underwriters and subject to the receipt of the unqualified legal opinion as to the validity of the Series 2015A Bonds of Nixon Peabody LLP, New York, New York, Bond Counsel. Certain legal matters will be passed upon for the College by its counsel, Corbally, Gartland & Rappleyea, LLP, Poughkeepsie, New York. Certain legal matters will be passed upon for the Issuer by its counsel, Cappillino & Rothschild LLP, Pawling, New York. Certain legal matters will be passed upon for the Underwriters by their counsel, Bond, Schoeneck & King, PLLC, Syracuse, New York. It is anticipated that the Series 2015A Bonds will be available for delivery in book-entry only form to DTC on or about June 25, 2015.

BARCLAYS

WELLS FARGO SECURITIES

June 2, 2015

\$80,885,000
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION
REVENUE BONDS, SERIES 2015A
(MARIST COLLEGE PROJECT)

Maturities, Amounts, Interest Rates and Yields

<u>Due</u> <u>July 1</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> ⁽¹⁾
2018	\$1,385,000	5.00%	1.35%	267045 EL2
2019	1,455,000	5.00	1.60	267045 EM0
2020	1,525,000	5.00	1.84	267045 EN8
2021	1,605,000	5.00	2.14	267045 EP3
2022	1,685,000	5.00	2.34	267045 EQ1
2023	1,765,000	5.00	2.51	267045 ER9
2024	1,855,000	5.00	2.69	267045 ES7
2025	1,950,000	5.00	2.82	267045 ET5
2026	2,045,000	5.00	2.98 ⁽²⁾	267045 EU2
2027	2,150,000	5.00	3.12 ⁽²⁾	267045 EV0
2028	2,255,000	5.00	3.23 ⁽²⁾	267045 EW8
2029	2,370,000	5.00	3.32 ⁽²⁾	267045 EX6
2030	2,485,000	5.00	3.41 ⁽²⁾	267045 EY4
2031	2,610,000	5.00	3.47 ⁽²⁾	267045 EZ1
2032	2,740,000	5.00	3.52 ⁽²⁾	267045 FA5
2033	2,880,000	5.00	3.56 ⁽²⁾	267045 FB3
2034	3,025,000	5.00	3.60 ⁽²⁾	267045 FC1
2035	3,175,000	5.00	3.64 ⁽²⁾	267045 FD9
2036	3,335,000	5.00	3.68 ⁽²⁾	267045 FG2

\$15,085,000 Term Bonds, 5.00%, due July 1, 2040, Yield 3.79%⁽²⁾, CUSIP⁽¹⁾: 267045 FE7

\$23,505,000 Term Bonds, 5.00%, due July 1, 2045, Yield 3.86%⁽²⁾, CUSIP⁽¹⁾: 267045 FF4

⁽¹⁾ The CUSIP (Committee on Uniform Securities Identification Procedures) numbers on the inside cover page of this Official Statement have been assigned by an organization not affiliated with the Issuer, the College, the Underwriters or the Trustee, and such parties are not responsible for the selection or use of the CUSIP numbers. The CUSIP numbers are included solely for the convenience of holders and no representation is made as to the correctness of the CUSIP numbers printed above. CUSIP numbers assigned to the Series 2015A Bonds may be changed during the term of the Series 2015A Bonds based on a number of factors including but not limited to the refunding or defeasance of such issues or the use of secondary market financial products. None of the Issuer, the College, the Underwriters or the Trustee has agreed to, nor is there any duty or obligation to, update this Official Statement to reflect any change or correction in the CUSIP numbers printed above.

⁽²⁾ Priced at the stated yield to the July 1, 2025 optional redemption date at a redemption price of 100% of the principal amount of such Series 2015A Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date.

No person has been authorized by 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 any of the Series 2015A Bonds in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. 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 Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of their responsibilities under the federal securities law as applied to the facts and circumstances of this transaction, but the Underwriters do not guaranty the accuracy or completeness of such information.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2015A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

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**OFFICIAL STATEMENT
of the
DUTCHESS COUNTY LOCAL DEVELOPMENT CORPORATION**

Relating to

**\$80,885,000 Revenue Bonds, Series 2015A
(Marist 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 \$80,885,000 Revenue Bonds, Series 2015A (Marist College Project) (the “Series 2015A Bonds”). The following is a brief description of certain information concerning the Series 2015A Bonds, the Issuer and Marist College (the “College”). A more complete description of such information and additional information that may affect decisions to invest in the Series 2015A 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 – “SCHEDULE OF DEFINITIONS AND SUMMARIES OF CERTAIN PROVISIONS OF THE INDENTURE AND THE LOAN AGREEMENT.”

Purpose of the Issue

The Series 2015A Bonds are being issued to (i) finance certain capital improvement projects on the College’s main campus and (ii) finance certain costs of issuance of the Series 2015A Bonds (collectively, the “Project”). See “THE PROJECT” herein.

Authorization of the Series 2015A Bonds

The Series 2015A Bonds are authorized to be issued pursuant to a resolution of the Issuer adopted on May 19, 2015 (the “Resolution”). The Series 2015A Bonds will be issued under an Indenture of Trust dated as of June 1, 2015 (the “Indenture”), by and between the Issuer and Manufacturers and Traders Trust Company, as trustee (the “Trustee”). See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015A 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 New York education corporation and an organization described under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). For more information on the College, see “THE COLLEGE” herein, APPENDIX A – “CERTAIN INFORMATION CONCERNING THE COLLEGE” and APPENDIX B – “CONSOLIDATED FINANCIAL STATEMENTS OF THE COLLEGE AND AFFILIATES FOR THE YEARS ENDED JUNE 30, 2013 AND 2014” herein.

Limited Obligations of the Issuer

THE SERIES 2015A BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE ISSUER. THE ISSUER IS OBLIGATED TO PAY PRINCIPAL OF AND INTEREST ON THE SERIES 2015A BONDS SOLELY FROM THE NET REVENUES AND OTHER FUNDS OF THE ISSUER PLEDGED THEREFOR UNDER THE TERMS OF THE INDENTURE AND AVAILABLE FOR SUCH PAYMENT. THE SERIES 2015A 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 2015A BONDS SHALL NOT BE PAYABLE FROM ANY OTHER FUNDS OF THE ISSUER. THE ISSUER HAS NO TAXING POWERS.

General

The Series 2015A Bonds will be issued as “book-entry only” obligations to be held by The Depository Trust Company, as depository (the “Depository”) for the Series 2015A Bonds. See “THE SERIES 2015A BONDS – Book-Entry Only System” herein.

The Series 2015A Bonds will be equally and ratably secured as to principal and interest by the Indenture. The Indenture constitutes a first lien on the Trust Estate (as defined in the Indenture).

The purchase of the Series 2015A Bonds involves a degree of risk. Prospective purchasers should carefully consider the material under the caption “BONDHOLDERS’ RISKS” herein.

The Series 2015A Bonds will be sold and delivered by the Issuer to Barclays Capital and Wells Fargo Securities, as underwriters (the “Underwriters”), pursuant to a bond purchase agreement (the “Bond Purchase Agreement”) 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 2015A Bonds, the Indenture and the Loan Agreement are qualified in their entirety by the definitive forms thereof. Copies of the documents are available for inspection at the office of the Underwriters at 745 Seventh Avenue, New York, New York 10019 and 150 East 42nd Street, 25th Floor, New York, New York 10017, respectively, after delivery of the Series 2015A Bonds to the Underwriters, and at the principal corporate trust office of the Trustee located at One M&T Plaza, 7th Floor, Buffalo, New York 14203.

Capitalized terms used in this Official Statement shall have the meanings specified in APPENDIX C – “SCHEDULE OF DEFINITIONS AND SUMMARIES OF CERTAIN PROVISIONS OF THE INDENTURE AND THE LOAN AGREEMENT.” Terms not otherwise defined in this Official Statement have the meanings provided in the specific documents.

THE SERIES 2015A BONDS

General

The Series 2015A 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 2015A Bonds are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof.

Interest on the Series 2015A Bonds will be payable semiannually on January 1 and July 1, commencing January 1, 2016. Subject to the provisions described below under “Book-Entry Only System,” principal of and

any redemption premium on the Series 2015A Bonds are payable upon presentation and surrender of such Series 2015A Bonds at the principal corporate trust office of the Trustee and interest on the Series 2015A 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 2015A 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 2015A Bonds maturing on or after July 1, 2026 are subject to redemption by the Issuer at the option of the College on or after July 1, 2025, 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, as described below under the heading “Notice of Redemption.”

Extraordinary Redemption

The Series 2015A Bonds are subject to extraordinary optional redemption prior to maturity, 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 2015A Bonds to be prepaid plus interest accrued thereon to the Redemption Date, upon the occurrence of any of the following events:

(a) 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 (as defined in the Indenture and as 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 portions of any of the Project would exceed the Net Proceeds (as defined in the Indenture) of insurance carried thereon; or

(b) Title to, or the use of, all or any material part of any of the Project shall have been taken by Condemnation (as defined in the Indenture) 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 their respective normal operations therein for a period of twelve (12) consecutive months after such taking.

Mandatory Redemption from Bond Fund

The Series 2015A Bonds are subject to mandatory redemption, without premium or penalty, in whole or in part, and shall be prepaid or redeemed prior to maturity with moneys deposited into the Bond Fund created under the Indenture as a result of the unused balance in the Project Fund and Renewal Fund created under the Indenture being deposited into the Bond Fund pursuant to the Indenture. See “APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE OF TRUST – Use of Moneys in Project Fund,” “Payments into Bond Fund” and “Payments into Renewal Fund; Application of Renewal Fund” herein.

Sinking Fund Redemption

The Series 2015A Bonds maturing on July 1, 2040 are subject to mandatory redemption in part commencing on July 1, 2037 by lot by operation of Sinking Fund Payments at a redemption price equal to the principal amount of the Series 2015A Bonds to be redeemed plus accrued interest to the Redemption Date as set forth in the following table:

<u>Sinking Fund Payment Date (July 1)</u>	<u>Amount</u>
2037	\$3,500,000
2038	3,675,000
2039	3,860,000
2040*	4,050,000

*Maturity date

The Series 2015A Bonds maturing on July 1, 2045 are subject to mandatory redemption in part commencing on July 1, 2041 by lot by operation of Sinking Fund Payments at a redemption price equal to the principal amount of the Series 2015A Bonds to be redeemed plus accrued interest to the Redemption Date as set forth in the following table:

<u>Sinking Fund Payment Date (July 1)</u>	<u>Amount</u>
2041	\$4,255,000
2042	4,465,000
2043	4,690,000
2044	4,925,000
2045*	5,170,000

*Maturity date

Notice of Redemption

The Trustee shall call the Series 2015A Bonds for redemption upon receipt of written notice from the College directing such redemption, which notice shall be sent to the Trustee and the Issuer at least forty-five (45) days prior to the Redemption Date specified in such notice and shall specify (i) the principal amount of Series 2015A Bonds and their maturities so to be called for redemption, (ii) the applicable Redemption Price and (iii) the provision or provisions of the Indenture pursuant to which such Series 2015A Bonds are to be called for redemption.

When the Series 2015A Bonds are to be redeemed pursuant to the Indenture, the Trustee shall give notice of the redemption of the Series 2015A 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 2015A Bond to be redeemed at the address shown on the registration books, stating: (i) the Series 2015A Bonds to be redeemed; (ii) the Redemption Date; (iii) that such Series 2015A 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 2015A 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 2015A Bonds or portions thereof to be redeemed; and that the Series 2015A 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 2015A Bonds will no longer be protected by the Indenture. Notwithstanding anything to the contrary contained herein, 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 2015A Bonds.

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

Notice of any redemption with respect to the Series 2015A Bonds held under a book entry system shall be given by the Bond Registrar or the Trustee only to the Depository, or its nominee, as the Holder of such Bonds. Selection of book entry interests in the Series 2015A Bonds called for redemption is the responsibility of the 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 2015A Bonds.

Payment of Redeemed Series 2015A Bonds

After notice shall have been given in the manner provided above, the Series 2015A 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 2015A Bonds at the Office of the Trustee, such Series 2015A 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 2015A 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 2015A Bonds or portions thereof so called for redemption shall cease to bear interest, and such Series 2015A Bonds or portions thereof shall no longer be Outstanding hereunder 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 2015A 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 2015A Bonds or portions 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 2015A Bonds shall be Book Entry Bonds, the particular Series 2015A Bond or portions thereof to be redeemed within a maturity may be selected by lot by the Depository in such manner as the Depository may determine. If any maturity of the Series 2015A Bonds which is subject to sinking fund redemption is to be redeemed in part, the Trustee shall apply any partial redemption payments (other than a scheduled mandatory redemption) to the schedule of mandatory Sinking Fund Payments thereon as designated by the College. Further, the Trustee may provide for the selection for redemption of portions (equal to \$5,000 or any integral multiple of \$5,000 in excess thereof) of Series 2015A Bonds subject to any partial redemption be other than a whole multiple of \$5,000 thereof.

Purchase in Lieu of Redemption

The College shall have the option to cause any Series 2015A 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 in under the heading "Notice of Redemption" above, as though the written request were a written notice of the College's election to cause redemption of the Series 2015A Bonds, of a written notice of the College specifying that the Series 2015A 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 2015A 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 2015A Bonds shall be mandatory and enforceable against the Bondholders, and (ii) the Series 2015A 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 2015A 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 2015A Bonds, the particular Series 2015A 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. Purchases in lieu of redemption shall be permitted, with the consent of the Issuer, upon the delivery to the Issuer and the Trustee of (i) an opinion of Nationally Recognized Bond Counsel addressed to the Issuer and the Trustee substantially to the effect that (A) such purchases in lieu of optional redemption comply with the provisions of this Indenture and (B) neither such purchases in lieu of an optional redemption nor any transaction directly related thereto will adversely affect the exclusion from gross income of interest on the Series 2015A Bonds for purposes of federal income taxation, and (ii) such other opinions, certificates or documentation as the Issuer may require.

Registration, Transfer and Exchange

So long as any series of Bonds shall remain Outstanding, 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 2015A Bond shall be transferable only on the books of the Issuer and upon surrender of the Series 2015A 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 2015A Bond, the Issuer shall issue in the name of the transferee a new registered Series 2015A Bond of the same aggregate principal amount and maturity and rate of interest as the surrendered Series 2015A Bond.

The Issuer, the Trustee and any Paying Agent may deem and treat the Person in whose name any Series 2015A Bond shall be registered upon the books of the Issuer as the absolute owner thereof, whether such Series 2015A 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 2015A 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 2015A Bond to the extent of the sum or sums so paid. Neither the Issuer, the Trustee nor 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 2015A Bonds is exercised, the Issuer shall execute and, upon the Issuer's request, the Trustee shall authenticate and deliver the Series 2015A Bonds in accordance with the provisions of the Indenture. All Series 2015A 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 2015A 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 2015A Bonds in exchange for temporary Series 2015A Bonds, (ii) the cost of preparing each new Series 2015A 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 2015A Bond during the ten (10) days next preceding (i) a Debt Service Payment Date, or (ii) in the case of any proposed redemption of Series 2015A Bonds, the date of the first mailing of notice of such redemption.

Acceleration

Upon the occurrence of an Event of Default under the Loan Agreement or any similar provision in any other loan agreement with respect to any Additional Bond, 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.

At any time after the principal of the Series 2015A 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 2015A 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, 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 hereunder 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.

Upon the occurrence and continuation of an Event of Default, the Series 2015A Bonds shall bear interest at a default rate from the date of the occurrence of such Event of Default until the Series 2015A Bonds have been paid pursuant to the Indenture or such Event of Default has been cured.

Book-Entry Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Series 2015A Bonds. The Series 2015A 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 2015A Bond will be issued for each maturity of the Series 2015A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. 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 2015A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2015A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2015A 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 2015A 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 2015A Bonds, except in the event that use of the book-entry system for the Series 2015A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2015A 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 2015A 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 2015A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2015A 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 2015A 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 2015A Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the 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 2015A 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 2015A 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 the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the 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 the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2015A Bonds at any time by giving reasonable written notice to the Issuer or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2015A 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 2015A 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 the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

NEITHER THE ISSUER, THE COLLEGE, THE UNDERWRITERS NOR 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 2015A BONDS; (3) THE DELIVERY BY DTC OR ANY DTC PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED 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 2015A 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 2015A BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE BONDOWNERS OR REGISTERED HOLDERS OF THE SERIES 2015A BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2015A BONDS.

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DEBT SERVICE REQUIREMENTS

The following table sets forth the long-term debt service requirements of the College for fiscal year ending June 30 of the years shown for (i) the payment of the principal on the Series 2015A Bonds, payable on July 1 of each such period and the interest payments coming due during each such period with respect to the Series 2015A Bonds, (ii) the total aggregate debt service payments coming due during such period with respect to the Series 2015A Bonds, (iii) the estimated total aggregate debt service payments coming due during such period with respect to other outstanding bonds of the College, and (iv) the estimated total aggregate debt service payments coming due during such period with respect to the Series 2015A Bonds and other outstanding bonds of the College.

Fiscal Year Ending June 30	Series 2015A Bonds		Total Debt Service on Series 2015A Bonds	Total Debt Service on Other Outstanding Bonds ¹	Total Debt Service ²
	Principal	Interest			
2016	-	\$2,089,529	\$2,089,529	\$7,587,768	\$ 9,677,297
2017	-	4,044,250	4,044,250	7,594,840	11,639,090
2018	-	4,044,250	4,044,250	7,596,854	11,641,104
2019	\$1,385,000	4,009,625	5,394,625	7,622,175	13,016,800
2020	1,455,000	3,938,625	5,393,625	7,612,457	13,006,082
2021	1,525,000	3,864,125	5,389,125	7,627,020	13,016,145
2022	1,605,000	3,785,875	5,390,875	7,631,971	13,022,846
2023	1,685,000	3,703,625	5,388,625	5,525,775	10,914,400
2024	1,765,000	3,617,375	5,382,375	5,536,123	10,918,498
2025	1,855,000	3,526,875	5,381,875	5,557,657	10,939,532
2026	1,950,000	3,431,750	5,381,750	5,565,448	10,947,198
2027	2,045,000	3,331,875	5,376,875	5,577,009	10,953,884
2028	2,150,000	3,227,000	5,377,000	5,587,243	10,964,243
2029	2,255,000	3,116,875	5,371,875	5,166,907	10,538,782
2030	2,370,000	3,001,250	5,371,250	4,144,911	9,516,161
2031	2,485,000	2,879,875	5,364,875	4,156,336	9,521,211
2032	2,610,000	2,752,500	5,362,500	4,167,981	9,530,481
2033	2,740,000	2,618,750	5,358,750	2,993,115	8,351,865
2034	2,880,000	2,478,250	5,358,250	2,989,977	8,348,227
2035	3,025,000	2,330,625	5,355,625	2,990,137	8,345,762
2036	3,175,000	2,175,625	5,350,625	2,996,304	8,346,929
2037	3,335,000	2,012,875	5,347,875	1,908,325	7,256,200
2038	3,500,000	1,842,000	5,342,000	1,916,288	7,258,288
2039	3,675,000	1,662,625	5,337,625	1,921,438	7,259,063
2040	3,860,000	1,474,250	5,334,250	845,150	6,188,400
2041	4,050,000	1,276,500	5,326,500	856,500	6,183,000
2042	4,255,000	1,068,875	5,323,875	856,100	6,179,975
2043	4,465,000	850,875	5,315,875	854,500	6,170,375
2044	4,690,000	622,000	5,312,000	851,700	6,163,700
2045	4,925,000	381,625	5,306,625	-	5,306,625
2046	5,170,000	129,250	5,299,250	-	5,299,250

¹ Consists of (a) the Dutchess County Industrial Development Agency Variable Rate Demand Civic Facility Revenue Bonds, Series 2000-A (Marist College Civic Facility) (the "Series 2000-A Bonds") and Series 2008 (Marist College Civic Facility) (the "Series 2008 Bonds"), (b) the Dutchess County Local Development Corporation Revenue Bonds, Series 2012A (Marist College Project) (the "Series 2012A Bonds"), (c) the Dutchess County Local Development Corporation Revenue Bonds, Series 2013A (Marist College Project) (the "Series 2013A Bonds") and (d) the Dutchess County Local Development Corporation Revenue Bonds, Series 2013B (Marist College Project) (the "Series 2013B Bonds") and assumes an interest rate of 3.0% on the Series 2008 Bonds and the swap rate of 3.42% on the Series 2000-A Bonds and the Series 2013B Bonds. See "APPENDIX A - CERTAIN INFORMATION CONCERNING THE COLLEGE - Long-Term Outstanding Indebtedness" herein.

² Totals may not add due to rounding.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015A BONDS

The Series 2015A 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 and all proceeds of the Series 2015A Bonds prior to the disbursement pursuant to the terms of the Indenture and the Loan Agreement, except moneys held in the Rebate Fund.

Loan Agreement

General

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, and interest and premium, if any, on the Series 2015A 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. See APPENDIX C – "SCHEDULE OF DEFINITIONS AND SUMMARIES OF CERTAIN PROVISIONS OF THE INDENTURE AND THE LOAN AGREEMENT."

Debt Service Coverage Ratio

Pursuant to the Loan Agreement, the College shall maintain at all times a Debt Service Coverage Ratio (as defined below) of at least 1.0 so long as any of the Series 2012A Bonds or the Series 2013A Bonds are outstanding, to be tested annually commencing with the Fiscal Year ending June 30, 2015 on the basis of the College's audited financial statements for the preceding Fiscal Year as required under the Loan Agreement. Notwithstanding anything in the Loan Agreement to the contrary, only a failure to satisfy the Debt Service Coverage Ratio for two (2) consecutive years shall constitute an Event of Default under the Loan Agreement. For purposes of the covenant, "Debt Service Coverage Ratio" means as of the date of calculation the ratio of (i) Operating Revenues Available for Debt Service to (ii) Annual Debt Service (both as defined below). Upon the defeasance of the Series 2012A Bonds and the Series 2013A Bonds, the Debt Service Coverage Ratio covenant described above will be terminated and shall not be applicable to the Series 2015A 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 resources, minus total unrestricted operating expenses, excluding depreciation, amortization, and interest expenses as displayed or included in the College's audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains or losses resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii) any non-cash adjustment for changes in accounting estimates, change in GAAP, or other non-cash adjustments made in accordance with GAAP, (iv) extraordinary items, (v) any realized gains or losses on the sale of investments or interest exchange agreements, and (vi) any unrealized gains/appreciation or losses/depreciation on the carrying value of investments or interest exchange agreements.

"Annual Debt Service" means the actual sum of the principal and sinking fund installments of and interest on outstanding long-term debt payable during a fiscal year provided that (a) with respect any debt that bears a variable rate of interest the debt service shall include any credit enhancement costs and (b) with respect to any long-term debt subject to an interest rate exchange agreement, the debt service shall include the net payments made to or received from the counterparty. With respect to principal and sinking fund installments paid in any fiscal year on outstanding balloon long-term debt (25% or more of the original principal amount thereof matures, or is required to be purchased by the College, either automatically or at the option of the holder of such balloon

indebtedness, or otherwise come due in any one year), such debt shall be assumed to be issued on a level debt service basis with a term equaling the original term of the debt.

The following table sets forth the Debt Service Coverage Ratio of the College as measured for its five most recent fiscal years ending June 30:

	2010	2011	2012	2013	2014
Operating Revenue	\$150,053,703	\$152,483,065	\$159,551,800	\$171,502,488	\$183,226,930
Operating Expenses Less Depreciation, Amortization and Interest	116,177,506	124,131,453	126,812,073	136,814,582	144,145,865
Net Operating Income	\$33,876,197	\$28,351,612	\$32,739,727	\$34,687,906	\$39,081,065
Total Debt Service	\$7,571,344	\$7,072,008	\$6,554,390	\$5,502,013	\$5,351,742
Debt Service Coverage	4.47x	4.01x	5.00x	6.30x	7.30x

Additional Indebtedness

Pursuant to the Loan Agreement, the College may issue additional long-term Indebtedness or request the Issuer to issue one or more series of Additional Bonds under the Indenture, provided that (i) all terms and conditions for the incurrence of such additional Indebtedness or Additional Bonds required under the Indenture have been satisfied, (ii) for so long as the Series 2012A Bonds or the Series 2013A Bonds are outstanding, Maximum Annual Debt Service (as defined below) on all outstanding and proposed long-term debt is less than ten percent (10%) of the College's Unrestricted Operating Revenues (as defined below) as stated in the most recently available audited College's financial statements and (iii) for so long as the Series 2012A Bonds or the Series 2013A Bonds are outstanding, the College maintains a Debt Service Coverage Ratio of 1.0 on a pro-forma basis, including the proposed long-term Indebtedness. Upon defeasance of the Series 2012A Bonds and the Series 2013A Bonds, the conditions set forth above with respect to the issuance of additional Indebtedness or Additional Bonds under the Indenture will be terminated and thereafter shall not be applicable to the Series 2015A Bonds and any Additional Bonds under the Indenture.

"Maximum Annual Debt Service" means on any date, the greatest amount required in the then current or future fiscal year of Annual Debt Service.

"Unrestricted Operating Revenues" means total unrestricted operating revenues, including funds made available for operations from endowment funds and from other temporarily restricted resources as displayed or included in the College's audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii), any realized gains on the sale of investments or interest exchange agreements and (iv) any unrealized gains/appreciation on the carrying value of investments or interest exchange agreement.

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 2015A Bonds and the Issuer

THE SERIES 2015A 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 2015A BONDS. ACCORDINGLY, NO FINANCIAL INFORMATION WITH RESPECT TO THE ISSUER OR ITS MEMBERS OR OFFICERS HAS BEEN INCLUDED IN THIS OFFICIAL STATEMENT.

THE SERIES 2015A 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 Underwriter 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 Code. The College has the sole responsibility for paying the debt service payments to become due on the Series 2015A Bonds. Certain information, including financial information, concerning the College is included in Appendices A and B hereto.

THE PROJECT

The Project

The Project consists of (a) the construction, installation, equipping and furnishing of (i) an approximately 58,000 square foot, three-story Science and Allied Health Building, located on a portion of the campus of the College (the "Campus") on the east side of Route 9 owned by Marist Real Property Services, Inc., an affiliate of the College ("MRPS") and ground leased to the College; and (ii) an approximately 796-bed, four-building student housing facility totaling approximately 329,400 square feet consisting of Building A, a four-story, approximately 117,000 square foot building containing approximately 306 beds, Building B, a four-story, approximately 68,000

square foot building containing approximately 173 beds, Building C, a four-story, approximately 66,900 square foot building containing approximately 166 beds, and Building D, a four-story, approximately 77,500 square foot building containing approximately 151 beds, all located on the north part of the Campus on the west side of Route 9; (b) the renovation, installation, furnishing, equipping and improving of other College facilities (all located on the Campus) needed to accommodate the construction projects described in paragraph (a) above, including but not limited to landscaping, lighting, parking areas, and access ways located on the Campus; (c) general campus construction, renovation, equipment purchases, and improvements, including but not limited to site work and relocation costs relating thereto; and (d) the payment of all or a portion of the costs incidental to the issuance of the Series 2015A Bonds.

SOURCES AND USES OF FUNDS

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

Estimated Sources of Funds

Par Amount of Series 2015A Bonds	\$80,885,000
Original Issue Premium	<u>9,672,608</u>
Total Sources of funds	<u>\$90,557,608</u>

Estimated Uses of Funds

Deposit to Project Fund	\$89,704,012
Costs of Issuance ⁽¹⁾	<u>853,596</u>
Total Uses of funds	<u>\$90,557,608</u>

⁽¹⁾ Estimated amount to provide for Underwriters' discount, legal fees, Trustee fees, Issuer fees, financial advisors' fees, printing fees and associated bond issuance costs related to the Series 2015A Bonds.

BONDHOLDERS' RISKS

The following is a discussion of certain risks that could affect payments to be made with respect to the Series 2015A 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 2015A 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 2015A 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 2015A Bonds. See "TAX MATTERS" herein.

General

The Series 2015A Bonds are payable from payments to be made by the College under the Loan Agreement. The ability of the College to comply with its obligations under the Loan Agreement depends primarily upon the ability of the College to continue to attract sufficient tuition-paying students to its educational programs, to obtain sufficient revenues from related activities and to maintain sufficient creditworthiness. The College expects that revenues derived from its ongoing operations, together with other available resources, will at all times be sufficient to make the required payments on the Loan Agreement and the College will covenant under the Loan Agreement to make all such payments when due. There are certain risks, however, which might prevent

the College from obtaining sufficient revenues from tuition and other sources to meet all of its obligations, including its obligations under the Loan Agreement. Purchasers of the Series 2015A Bonds should bear in mind that the occurrence of any number of events could adversely affect the ability of the College to generate such revenues. Future economic, demographic and other conditions, including the demand for educational services, the ability of the College to provide the services required by students, economic developments in the County of Dutchess, New York area and competition from other educational institutions, together with changes in costs, may adversely affect revenues and expenses and, consequently, the ability of the College to provide for payments. The future financial condition of the College could also be adversely affected by, among other things, legislation and regulatory actions, and a number of other conditions which are unpredictable.

Risks of Early Payment

The Series 2015A Bonds may be required to be paid prior to maturity upon mandatory or optional redemption (as described under “THE SERIES 2015A BONDS” herein) and upon an acceleration following the occurrence of certain Events of Default under the Indenture and the Loan Agreement. If the Series 2015A Bonds become due upon an acceleration, interest on the Series 2015A Bonds shall cease to accrue on the date of the accelerated payment and no premium would be payable.

No Debt Service Reserve Fund

The payment of principal of, redemption price of and interest on the Series 2015A Bonds will not be secured by a debt service reserve fund.

No Collateral

The Series 2015A Bonds are payable solely from amounts payable by the College under the Loan Agreement. No mortgage lien on or security interest in any property of the College has been granted to secure payment of the Series 2015A Bonds.

Financial Assistance

The amount of available financial assistance is a significant factor in the decision of many students to attend a particular college or university. Approximately 87% of the College’s students receive need-based aid in the form of grants, loans or campus employment. In addition to scholarships provided by the College, students secure grant and loan support from a variety of other sources, including the State and the Federal governments. Any significant reduction in the level of financial assistance offered to prospective students could reduce the number of students enrolling at the College.

Investment Income

The College’s 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 in the context of the primary financial objective to provide funds for the current and future operations of the College, including its programs and affiliates. An equally important objective is the financial goal of preserving and enhancing the endowment fund’s inflation-adjusted purchasing power, while providing a relatively predictable, stable and continuous stream of income. Although the unrestricted portion of the College’s endowment funds and the payout therefrom are available for debt service payments on the Series 2015A Bonds, no assurance can be given that unforeseen developments in the securities markets will not have an adverse effect on the market value of those investments and the income generated therefrom.

Fund Raising

The 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.

Risks as Employer

The College is a major employer, combining a complex mix of tenured and untenured full-time faculty, part-time faculty, technical and clerical support staff, maintenance 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.

Risks Related to Construction of the Project

The Project is subject to the risk of delays due to a variety of factors including, among others, delays in obtaining the necessary permits, licenses and other governmental approvals, site difficulties, labor disputes, delays in delivery and shortage of materials, weather conditions, fire and other casualties and default by the College, contractors or subcontractors. If completion of the Project is delayed beyond the estimated construction period, receipt of revenues projected from the operations of the Project will be delayed and the ability of the College to make required payments may be adversely affected. Such a delay could adversely affect the ability of the College to meet the debt service payments on the Series 2015A Bonds and the operating expenses of the College.

Management of the College believes that the proceeds of the Series 2015A Bonds, together with other funds of the College, will be sufficient to finance the costs of the Project. The cost of the Project may be increased, however, if there are change orders. Further, the cost of construction of the Project may be affected by other factors beyond the control of the College, including, but not limited to, labor disputes, delays in delivery and shortage of materials, site difficulties, adverse weather conditions, contractor defaults, fire and casualty and unknown contingencies.

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 are false or misleading, the interest paid or payable on the Series 2015A Bonds may become subject to inclusion in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2015A Bonds, regardless of the date on which such noncompliance or misrepresentation is ascertained. In the event that the

interest on the Series 2015A 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 2015A Bonds, the redemption of the Series 2015A Bonds or the acceleration of the payment of principal on the Series 2015A Bonds.

Maintenance of 501(c)(3) Status

The federal tax-exempt status of the Series 2015A 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 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 2015A 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 2015A Bonds in gross income for federal income tax purposes retroactive to their date of issue. See “TAX MATTERS” 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.

The status of the College an organization described under Section 501(c)(3) of the Code is one of the bases for the exemption afforded the Series 2015A Bonds from the registration requirements of the Securities Act of 1933, as amended (the “Securities Act”). Should the College lose its status under Section 501(c)(3) of the Code, the holder of the Series 2015A Bonds could be precluded from selling the Series 2015A Bonds absent the application of a separate exemption from the registration requirements of the Securities Act.

Tax Matters

See “TAX MATTERS” herein for additional tax-related risks with respect to the Series 2015A 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 audit.

Additional Bonds

Additional indebtedness may be incurred by the College and may be secured by the issuance of the Additional Bonds under the Indenture secured on a parity with the Series 2015A Bonds and all other Bonds issued under the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2015A BONDS – Loan Agreement – Additional Indebtedness” and APPENDIX C – “SCHEDULE OF DEFINITIONS AND SUMMARIES OF CERTAIN PROVISIONS OF THE INDENTURE AND THE LOAN AGREEMENT.”

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. The College may file for the reduction or elimination of its debts in a proceeding under the federal Bankruptcy Code, which could include provisions modifying, eliminating or altering the rights of creditors generally, or any class of them, secured or unsecured. If the College should file a plan of reorganization ("Plan"), when confirmed by the court, such Plan binds all creditors who had notice or knowledge of the Plan and discharges all claims against the debtor provided for in the Plan. No Plan may be confirmed unless certain conditions are met, among which are that the Plan is in the best interests of creditors, is feasible and has been accepted by each class of claims impaired thereunder. Each class of claims has accepted the Plan if at least two-thirds in dollar amount and more than one-half in number of the allowed claims of the class that are voted with respect to the Plan are cast in its favor. Even if the Plan is not so accepted, it may be confirmed if the court finds that the Plan is fair and equitable with respect to each class of non-accepting creditors impaired thereunder and does not discriminate unfairly.

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

Secondary Market for the Series 2015A Bonds

There can be no assurance that there will be a secondary market for purchase or sale of the Series 2015A Bonds. From time to time there may be no market for the Series 2015A Bonds depending upon prevailing market conditions, including the financial condition or market position of firms who may make the secondary market, the evaluation of the College's capabilities and the financial condition and results of operations of the College.

Hedging Transaction

As described above under "DEBT SERVICE REQUIREMENTS" and in APPENDIX A – "CERTAIN INFORMATION CONCERNING THE COLLEGE – Long-Term Outstanding Indebtedness," the College entered into an interest rate swap agreement with respect to the Series 2000-A Bonds and the Series 2013B Bonds (the "Swap Agreement"). Under certain circumstances, the Swap Agreement could terminate prior to its stated termination date. Therefore, there can be no assurance that the Swap Agreement will remain in place for the term of the Series 2015A Bonds.

Additionally, the College may from time to time enter into other hedging arrangements to hedge the interest payable or manage interest cost on certain of its indebtedness, assets, or other derivative arrangements. Changes in the market value of such agreements could have a negative impact on the College's operating results and financial condition, and such impact could be material. The Swap Agreement is, and any future hedging agreement may be, subject to early termination upon the occurrence of certain events. If either the College or the counterparty terminates the Swap Agreement or any hedge agreement entered into in the future when such agreement has a negative value to the College, the College could be obligated to make a substantial termination payment, which could materially adversely affect the financial condition of the College.

Impact of Market Turmoil

Over the past several years, the economies of the United States and other countries have been experiencing a high level of disruption, prompting a number of banks and other financial institutions to seek additional capital, including capital provided from governmental and quasi-governmental sources, to merge, and, in some cases, to cease operations. These events collectively have led to significant reductions in lending capacity and the extension of credit, erosion of investor confidence in the financial sector, and historically aberrant fluctuations in interest rates. This disruption of the credit and financial markets has led to volatility in domestic and international securities markets, significant losses in investment portfolios, increased business failures and consumer and business bankruptcies.

Federal legislation has been enacted and regulatory and other initiatives were implemented by agencies of the Federal government and the Federal Reserve Board with the objective of stabilizing the financial markets by enhancing liquidity, providing additional capital to the financial sector and improving the performance and efficiency of credit markets. In the United States, additional legislation and regulatory action is being considered and foreign governments are implementing actions, all of which are intended to restore stability to the domestic and global credit markets. It is unclear whether these legislative, regulatory and other governmental actions will have the positive effect that is intended. The economic environment may adversely affect the operations of the College.

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 2015A 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 covenanted for the benefit of Bondholders to provide certain financial information and operating data relating to the College (the "Operating Data") and audited financial statements of the College (the "Audited Financial Statements") by not later than one hundred fifty (150) days after the close of its fiscal year in each year commencing June 30, 2015 (collectively, the "Annual Report"), and to provide notices of the occurrence of certain enumerated events, if material. The Annual Report will be filed with the Electronic Municipal Market Access ("EMMA") system of the Municipal Securities Rulemaking Board ("MSRB") or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. The specific nature of the information to be contained in the Annual Report or the notices of material events, and the circumstances under which changes to this continued disclosure undertaking may be made, are contained in the Continuing Disclosure Agreement. This undertaking has been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5). The form of the Continuing Disclosure Agreement is attached to this Official Statement as APPENDIX D – "FORM OF CONTINUING DISCLOSURE AGREEMENT."

The College was a party to a Continuing Disclosure Agreement dated February 1, 2003 (the "Series 2003A Continuing Disclosure Agreement") with respect to the Dutchess County Industrial Development Agency Civic Facility Revenue Refunding Bonds, Series 2003A (Marist College Civic Facility) which were previously refunded on July 1, 2012. Additionally, the College is a party to a Continuing Disclosure Agreement dated January 1, 2008 (the "Series 2008 Continuing Disclosure Agreement") with respect to the Dutchess County Industrial Development Agency Variable Rate Demand Civic Facility Revenue Bonds, Series 2008 (Marist College Civic Facility). Pursuant to the Series 2003A Continuing Disclosure Agreement and the Series 2008 Continuing Disclosure Agreement, the College until June 30, 2009 was required to annually provide the Operating Data and the Audited Financial Statements to the nationally recognized municipal securities information repositories ("NRMSIRs"). Since July 1, 2009, the College has been required to annually provide the

Operating Data and the Audited Financial Statements to EMMA. The College is also a party to a Continuing Disclosure Agreement dated March 1, 2013 (the "Series 2013A Continuing Disclosure Agreement") with respect to the Series 2013A Bonds. Pursuant to the Series 2013A Continuing Disclosure Agreement, the College is required to annually provide the Operating Data and Audited Financial Statements to EMMA.

For the fiscal years ending June 30, 2010 and 2011, the College failed to file the Operating Data required by the Series 2003A Continuing Disclosure Agreement and the Series 2008 Continuing Disclosure Agreement with EMMA. On April 13, 2012, the College filed with EMMA the Operating Data for such fiscal years, together with a Notice of Failure to Provide Annual Financial Information. Additionally, the College failed to timely file the Audited Financial Statements for the fiscal years ending June 30, 2010 and 2011 as required by the Series 2003A Continuing Disclosure Agreement and the Series 2008 Continuing Disclosure Agreement with EMMA. On May 21, 2015, the College filed a Notice of Failure to Timely Provide Audited Financial Statements with EMMA with respect to such fiscal years.

The College failed to timely file the Audited Financial Statements for the fiscal year ending June 30, 2014 with respect to the Series 2013A Bonds as required by the Series 2013A Continuing Disclosure Agreement. This was the result of an inadvertent error by the College, as the Audited Financial Statements for fiscal year 2014 were timely filed with EMMA with respect to the Series 2012A Bonds. On May 21, 2015, the College filed a Notice of Failure to Timely Provide Audited Financial Statements with EMMA with respect to such fiscal year.

The College failed to file Operating Data for the fiscal year ending June 30, 2014 with EMMA with respect to the Series 2013A Bonds. This likewise was the result of an inadvertent error by the College, as the Operating Data for fiscal year 2014 was timely filed with EMMA with respect to the Series 2012A Bonds. On May 21, 2015, the College filed with EMMA the Operating Data for fiscal year 2014, together with a Notice of Failure to Provide Annual Financial Information with respect to such fiscal year.

Requests for information in connection with this undertaking should be directed to Marist College, 3399 North Road, Poughkeepsie, New York 12601, Attention: Vice President for Business Affairs/Chief Financial Officer (Telephone: (845) 575-3161).

TAX MATTERS

Federal Income Taxes

The Internal Revenue Code of 1986, as amended (the "Code"), imposes certain requirements that must be met subsequent to the issuance and delivery of the Series 2015A 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 2015A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issue of the Series 2015A Bonds. Pursuant to the Indenture, the Loan Agreement and the Tax Regulatory Agreement for the Series 2015A Bonds, 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 2015A 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. Bond Counsel will also rely 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 exempt from federal income tax under Section 501(a) of the Code. 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 2015A 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 with respect to individuals and corporations. Interest on the Series 2015A Bonds is, however, included in the adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed on such corporations.

State Taxes

Bond Counsel is also of the opinion that interest on the Series 2015A Bonds is exempt from personal income taxation imposed by the State of New York or any political subdivision thereof, including The City of New York, assuming compliance with the tax covenants and the accuracy of the representations and certifications described under the heading "Federal Income Taxes." Bond Counsel expresses no opinion as to other New York State or local tax consequences arising with respect to the Series 2015A Bonds nor as to the taxability of the Series 2015A Bonds or the income therefrom under the laws of any state other than the State of New York.

Original Issue Premium

All of the Series 2015A Bonds (collectively, the "Premium Bonds") are being offered at prices in excess of their principal amounts. 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 2015A 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 2015A 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, and individuals seeking to claim the earned income credit. Ownership of the Series 2015A Bonds may also result in other federal tax consequences to taxpayers who may be deemed to have incurred or continued indebtedness to purchase or to carry the Series 2015A Bonds. Prospective investors are advised to consult their own tax advisors regarding these rules.

Interest paid on tax-exempt obligations such as the Series 2015A 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 2015A 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 opinion attached as Appendix E to this Official Statement. Prospective investors, particularly those who may be subject to special rules described above, are advised to consult their own tax advisors regarding the federal tax

consequences of owning and disposing of the Series 2015A 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 2015A Bonds and for federal or state income tax purposes, and thus on the value or marketability of the Series 2015A 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 2015A Bonds from gross income for federal or state income tax purposes, or otherwise. We note that in each year since 2011, President Obama released legislative proposals that would limit the extent of the exclusion from gross income of interest on obligations of states and political subdivisions under Section 103 of the Code (including the Series 2015A Bonds) for taxpayers whose income exceeds certain thresholds. 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 2015A Bonds may occur. Prospective purchasers of the Series 2015A Bonds should consult their own tax advisers regarding the impact of any change in law on the Series 2015A Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance and delivery of the Series 2015A Bonds may affect the tax status of interest on the Series 2015A Bonds. Bond Counsel expresses no opinion as to any federal, state or local tax law consequences with respect to the Series 2015A Bonds, or the interest thereon, if any action is taken with respect to the Series 2015A Bonds or the proceeds thereof upon the advice or approval of other counsel.

The form of the approving opinion of Bond Counsel is attached to this Official Statement as APPENDIX E – “FORM OF APPROVING OPINION OF BOND COUNSEL.”

FINANCIAL ADVISORS

Excelsior Capital Advisory Services LLC and Public Financial Management are serving as co-financial advisors to the College (collectively, the “Financial Advisors”) in connection with the issuance of the Series 2015A Bonds. The Financial Advisors are not obligated to undertake an independent verification of, or to assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement and the appendices hereto.

INDEPENDENT AUDITORS

The consolidated financial statements for the College and affiliates as of and for the years ended June 30, 2013 and 2014, set forth in Appendix B of this Official Statement, have been audited by Grant Thornton LLP, independent auditors, as set forth in their report thereon appearing in Appendix B of this Official Statement.

RATINGS

Moody’s Investors Service, Inc. (“Moody’s”) and Fitch Ratings (“Fitch”) have assigned ratings of “A2” with a stable outlook and “A” with a stable outlook, respectively, to the Series 2015A Bonds. Such ratings reflect only the views of such organizations and any desired explanation of the significance of such ratings should be obtained from Moody’s at 99 Church Street, New York, New York 10007 and from Fitch at One State Street Plaza, New York, New York 10004. There is no assurance that such ratings will prevail for any given period of time or that they will not be revised downward or withdrawn entirely by any or all of such rating agencies if, in the judgment of any or all of them, circumstances so warrant. Any such downward revision or withdrawal of such rating or ratings may have an adverse effect on the market price of the Series 2015A Bonds.

LITIGATION

The Issuer

The Issuer knows of no pending or threatened litigation questioning or affecting the validity of the Series 2015A Bonds or the proceedings or authority under which the Series 2015A 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 not now 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 2015A Bonds are subject to the approval of Nixon Peabody LLP, Bond Counsel, whose approving opinion will be delivered with the Series 2015A Bonds. Certain legal matters will be passed upon for the Issuer by Cappillino & Rothschild LLP, Pawling, New York. Certain legal matters will be passed upon for the College by Corbally, Gartland & Rappleyea, LLP, Poughkeepsie, New York. Certain legal matters will be passed upon for the Underwriters by Bond, Schoeneck & King, PLLC, Syracuse, New York.

RELATIONSHIPS

Michael G. Gartland, Esq., an attorney with Corbally, Gartland & Rappleyea, LLP, Poughkeepsie, New York, counsel to the College, currently serves as a member of the Board of Trustees of the College.

UNDERWRITING

Barclays Capital and Wells Fargo Securities (collectively, the "Underwriters") have agreed, subject to certain conditions, to purchase the Series 2015A Bonds from the Issuer. Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association. Wells Fargo Bank, National Association ("WFBNA"), one of the underwriters of the Series 2015A Bonds, has entered into an agreement (the "Distribution Agreement") with its affiliate, Wells Fargo Advisors, LLC ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2015A Bonds. Pursuant to the Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2015A Bonds with WFA. WFBNA also utilizes the distribution capabilities of its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2015A Bonds. In connection with utilizing the distribution capabilities of WFSLLC, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

The Underwriters' obligations are subject to certain conditions precedent, and, if these conditions are met, the Underwriters will be obligated to purchase all the Series 2015A Bonds if any of the Series 2015A Bonds are delivered at a purchase price of \$90,304,196.47 which represents the par amount of the Series 2015A Bonds, plus an original issue premium of \$9,672,608.55 and less the Underwriters' Discount of \$253,412.08. The Series 2015A Bonds may be offered and sold to certain dealers (including dealers depositing such Bonds into unit investment trusts) at prices lower than the public offering prices as set forth on the inside cover page hereof. The initial public offering prices may be changed from time to time by the Underwriter.

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 2015A Bonds is to be construed as a contract with the holders of the Series 2015A Bonds.

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

**DUTCHESS COUNTY LOCAL
DEVELOPMENT CORPORATION**

By: /s/Sarah Lee
Sarah Lee
Chief Executive Officer

MARIST COLLEGE

By: /s/John Pecchia
John Pecchia
Vice President for Business Affairs/
Chief Financial Officer

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APPENDIX A

CERTAIN INFORMATION CONCERNING THE COLLEGE

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INTRODUCTION

Located on the east bank of the Hudson River in Poughkeepsie, New York, Marist College (the “College”) is an independent, private liberal arts institution for men and women. The College’s 210-acre campus overlooks the Hudson River in the heart of the historic Hudson Valley, midway between New York City and Albany. The campus currently consists of 51 buildings, including 37 student housing facilities, with a total estimated value in excess of \$600 million. The College, recognized for excellence by U.S. News & World Report, The Princeton Review, and Barron’s Best Buys in College Education, is noted for its leadership in the use of technology to enhance the teaching and learning process.

The College is home to approximately 4,920 traditional undergraduate men and women, 630 adult continuing education students and approximately 810 full and part-time graduate students. More than 38,000 alumni and alumnae call the College their alma mater, with seventy percent of those alumni having graduated since 1990. The College has a proud tradition that laid the foundation for a state-of-the-art campus for students preparing to enter the work force of the 21st century.

Over the past three decades, the College has expanded its physical plant, broadened its course offerings and become significantly more selective in its admissions process. More than 9,700 applications were received for the 1,127 seats in the graduating Class of 2018. SAT scores of incoming freshmen have likewise risen dramatically over the past ten years. Students entering the College for the 2014-2015 academic year hail from 31 different states.

The College offers 43 programs leading to bachelor’s degrees, 12 toward master’s degrees and 22 certificate programs. Study sites include the main campus in Poughkeepsie, an extension center in Fishkill, New York and a branch campus located in Florence, Italy. The College continues to experience growth in the size of the traditional undergraduate student body in addition to experiencing growth in its graduate programs. The College has extended its educational programs online with the first online Master of Business Administration program to be accredited by the New York State Education Department. The College also offers study abroad programs in 35 different countries.

Students participate in more than 80 clubs and organizations, 21 intercollegiate (Metro Atlantic Athletic Conference) varsity sports (11 women’s, 10 men’s), 10 club sports and an extensive intramural program. Campus life encompasses a wide range of activities for various student interests and talents. The student-administered Student Programming Council annually presents a full schedule of lectures, concerts, films and social activities. The Resident Student Council serves in an advisory capacity to the Director of Housing and Residential Life. The Student Government Association represents the student body, and students engage in many clubs and activities, ranging from drama, music and publications to volunteer programs and both club and intramural athletics.

The College has received national attention and a number of awards for its technology infrastructure, with an IBM Z Series Enterprise Server and a Cisco Campus Network for voice, video and data. The College is one of only 221 institutions in the country to be connected to Internet II. The College has had a longstanding partnership with the IBM Corporation that has helped place it among the most technologically advanced liberal arts colleges in the country. A key component of the Marist/IBM partnership has been a 14-year Joint Study arrangement (the “Study”). Through the Study, IBM has

been able to test concepts and applications that the company believes can be of value in the 21st century in education, business, digital media, communications and other fields. The Study has also helped the College develop a world class technology platform to support instructional, research and administrative initiatives.

SUMMARY OF 2011-2016 STRATEGIC PLAN

In May 2011, the College announced a new five-year strategic plan titled “Leadership and Innovation for a Changing World: Strategic Plan 2011 – 2016” (the “Plan”). The Plan was developed in consultation with members of the College community, including trustees, faculty, staff, students, and alumni. The Plan builds on the considerable success the College has experienced over the past decade and, at the same time, emphasizes directions and priorities that will enhance its competitive position.

The goals contained in the Plan focus on several key areas:

- Enhancing the quality and distinctiveness of the educational experience for all the College’s students - traditional age undergraduates, graduate students, and adult learners;
- Promoting innovation, experimentation, and creativity throughout all academic and administrative areas of the College;
- Becoming a recognized institution for preparing ethical and effective leaders for a global society;
- Advancing the College’s leadership role in using technology to support teaching, learning, scholarship, and institutional effectiveness;
- Building a more diverse and international College community;
- Maintaining a distinctive and cohesive College community at campus sites, online, and abroad;
- Strengthening the College’s network with external organizations and increasing strategic partnerships to create new opportunities for students, faculty, staff, and alumni; and
- Diversifying and growing the financial base of the College.

Operational and unit-level plans take shape in the context of the Plan and support its implementation. Assessing achievement of strategic goals is done incrementally by tracking the completion of operational and unit-level goals and objectives. Using year-end operational reports, results are aggregated across the campus and compared to the success measures established by the responsible vice presidents of the College.

MEMBERSHIPS AND APPROVALS

The College is chartered by the New York State Education Department and accredited by the Middle States Commission on Higher Education. The College is also approved by the United States Department of Justice for the training of foreign students and is approved by the New York State Education Department for the training of veterans. The College holds membership in the New York State unit of the American Association of Colleges for Teacher Education.

The College is certified by the U.S. Department of Education to offer the following programs: Pell Grants, Supplemental Economic Opportunity Grants, Perkins Loans, Stafford Loans, Federally Insured Loans, Supplemental Loans for Students (SLS) and Federal Work Study. The College is annually funded by the U.S. Department of Education to offer an Upward Bound program and Special Services Program to assist the disabled. The Higher Education Opportunity Program and Liberty Partnership Program are sponsored at the College by the New York State Education Department.

The College holds memberships in the Association of Colleges and Universities of the State of New York, the Commission on Independent Colleges and Universities, the American Association of Colleges for Teacher Education and the Association of American Colleges. The College is a charter member of the Visiting Student Program sponsored by the Associated Colleges and Universities of the State of New York. The College is also a member of the American Association of University Women, the Middle Atlantic Association of Colleges of Business Administration, the Mid-Atlantic Association of College Registrar's and Officers of Admissions, the Council for the Advancement and Support of Education, and the American Assembly of Collegiate Schools of Business.

The College is affiliated with the National Catholic Educational Association of Governing Boards of Universities and Colleges, the National Association of Independent Colleges and Universities, the National Association of College and University Business Officers, the National Association of College and University Attorneys, and the American Association of Fundraising Council.

GOVERNANCE

The College is governed by a Board of Trustees (the "Board") with an authorized maximum number of thirty-five elected members. A Board member is elected for a term of three years and may be re-elected for successive terms. In addition, the Board may designate as Life Trustee any person who has served as a Board member and who has evidenced dedication to the affairs of the College. The current Alumni Association President, the Chair of the Faculty Affairs Committee, and the Student Government Association President are all designated as representatives to the Board. These representatives may attend all Executive Committee and full Board meetings as well as Board social functions, while also receiving Board materials such as a trustee newsletters and meeting agendas and minutes. Board members are encouraged to participate in discussions at Board meetings, and their opinions are valued by the Board.

The full Board and the Executive Committee, consisting of officers of the Board and the Chairmen of the major committees, meet four times per year. Each Board member serves on at least one of the standing committees of the Board. The senior administrator for each area meets with the committee related to his/her area of responsibility, and attends all Board meetings.

The Board is organized into the following eleven major committees: Executive, Buildings and Grounds, Finance, Academic Affairs, College Advancement, Student Life, Trusteeship and Nominations, Audit, Admissions and Enrollment, Technology, and Presidential Review and Compensation. All other committees shall be special committees authorized by the Board.

The Board is comprised of the following members:

Mrs. Ellen M. Hancock, Chair
Los Altos, California

Mr. Ross A. Mauri '80, Vice Chair
General Manager, System Z
IBM Corporation

Mr. James R. Barnes '84, Secretary
Chairman
FM Facility Maintenance

Mr. Thomas J. Ward '69, Treasurer
Maidenform, Inc. (retired)

Mrs. Elizabeth M. Wolf, Assistant Secretary
Pleasant Valley, New York

Mr. Robert R. Dyson, Immediate Past Chair
Chairman and CEO
The Dyson-Kissner-Moran Corporation

Dr. Dennis J. Murray, President
Marist College

Mr. James M. Barnes '68
President
JMB Relocations

Mr. Timothy G. Brier '69
Co-founder
Priceline.com

Mr. Brendan T. Burke '68
ABC Inc. (retired)

Mr. James A. Cannavino
Chairman/CEO
Direct Insite Corporation

Mrs. Lisa Cathie '03
President & CEO
Ulster Savings Bank

Dr. Susan L. Cohen
Vice President, Corporate Technical Strategy
IBM Corporation

Mr. Gerard E. Dahowski '65
Vice President, Investments
Wells Fargo Advisors

Ms. Laurie DeJong '87
President & CEO
LDJ Productions

Mr. Mark V. Dennis, CPA
Poughkeepsie, New York

Mr. Michael C. Duffy
Poughkeepsie, NY

Mr. Steven Effron
President & CEO
Efco Products, Inc.

Mr. Michael G. Gartland
Attorney
Corbally, Gartland and Rappleyea, LLP

Dr. Stanley E. Harris '68
Senior Medical Director
Horizon Blue Cross/Blue Shield of NJ

Mr. Daniel G. Hickey, Sr. '66
President
Hickey-Finn & Company

Dr. James P. Honan '78
Senior Lecturer on Education
Harvard University

Bro. John Klein, FMS '70
Marist Brothers

Mr. Suresh Kothapalli '91M
CEO
iSpace, Inc.

Mr. Patrick M. Lavelle '73
President & CEO
Voxx International

Mr. Christopher G. McCann '83
President
1-800-FLOWERS.com

Mrs. Genine R. McCormick, CPA '88
Sands Point, NY

Mr. John P. O'Shea
Chairman
Marshall & Sterling, Inc.

Mrs. Patrice Connolly Pantello '76
Longboat Key, FL

Bro. Sean Sammon, FMS '70
Marist Brothers

Mr. Tim Tenney
President & CEO
Pepsi Cola of the Hudson Valley

Life Trustees

Mr. Richard J. Cole '69

Mrs. Kathleen K. Cullen

Dr. Richard Foy'50

ADMINISTRATION

The principal administrative officers of the College most directly involved with the operations of the College are as follows:

Dr. Dennis J. Murray, President

Dr. Murray was appointed President of the College in 1979. He came to the College with a goal of building a student-centered institution that would prepare students for graduate school, successful professional careers, and lives of civic responsibility. Under his leadership, the College has enjoyed an exceptional period of growth and change. Many distinctive academic programs and student services have been added, enrollments have more than quadrupled, and the College has become one of the most selective institutions in the country. The campus has more than tripled during Dr. Murray's tenure, and more than \$400 million has been invested in the campus, including new academic buildings and student residences, a new Student Center, a state-of-the-art library, and a new sports stadium. Dr. Murray has forged numerous community and corporate relationships that have greatly benefited the College. Thanks to a longtime partnership with the IBM Corporation, the College has become one of the nation's most technologically advanced liberal arts colleges.

A native Californian, Dr. Murray received a bachelor's degree in political science from California State University, Long Beach and his master's degree and Ph.D. in public administration from the University of Southern California. Prior to his appointment at the College, Dr. Murray taught at the USC School of International and Public Affairs, and served as Director of University Relations and Executive Assistant to the President at California State University, Long Beach and as Vice President for Development at Whittier College.

On February 7, 2015, Dr. Murray announced his retirement as President effective June 30, 2016. The Board is conducting a national search for a new president.

Dr. Geoffrey L. Brackett, Executive Vice President

Dr. Brackett came to the College in 2010 after having served 20 years at Pace University in many capacities, most recently as Provost and Executive Vice President for Academic Affairs from 2007 to 2010. He graduated with honors with a B.A. from DePauw University and received a D.Phil. in English Literature from the University of Oxford. Dr. Brackett began his academic career at Pace University as an Assistant Professor of English at its New York City campus in 1990. Thereafter, he served as Chairman of the Department of English from 2005 to 2006 and Associate Provost for

Academic Affairs from 2006 to 2007. He designed and directed the New York City Internship Program from 1999 to 2003, initially housed in the World Trade Center, which brought students from more than 50 universities around the world to study in New York City and to work at internships with major corporations. Dr. Brackett also created the Summer Scholars Program, which he led from 1998 to 2004.

A member of the Association of Governing Boards, the American Council on Education, and Council of Independent Colleges, Dr. Brackett is also a member of the Modern Language Association and the North American Society for the Study of Romanticism. He serves on the boards of Target Margin Theatre Company in New York City and St. Luke's Cornwall Hospital in Orange County, New York (January 2011). He has presented papers at numerous conferences. His recent scholarship includes "The Ends of the Earth: How Polar Ice and Imagination Shaped the World." *Terrae Incognitae* (Vol 42: 2010); "Thy fate and mine are not repose: The Hudson and its influence," in proceedings from the Hudson Regional Environmental Society Conference, October 2009 (forthcoming, SUNY Press).

John P. Pecchia, Vice President for Business Affairs/CFO

Mr. Pecchia was appointed Vice President for Business Affairs/CFO in September 2010. Mr. Pecchia came to the College from D'Youville College in Buffalo, New York, where he served as Vice President for Financial Affairs and Treasurer. He is responsible for overseeing the Business Office, Purchasing, Budget and Finance, and the College's bookstore. In addition, Mr. Pecchia is responsible for endowment and investment oversight, long-range forecasting, audit and financial reporting, bond financing, treasury activities, as well as the preparation, communication, and maintenance of the College's annual operating and capital budgets.

Outside of his duties as CFO, Mr. Pecchia serves as a director on the Council on Naturopathic Medical Education, the accreditation agency for programs offering the doctor of naturopathic medicine, and has served as a councilor on the Council for Chiropractic Education, the accreditation agency for programs and institutions offering the doctor of chiropractic degree. In addition, he has also taught accounting and finance to undergraduate students as an Assistant Professor. Previously, Mr. Pecchia served as the Vice President for Business Affairs/CFO at D'Youville College in Buffalo, New York, Vice President for Financial Affairs/CFO at St. John Fisher College in Rochester, New York, and before that as Vice President for Business Affairs and Treasurer at the New York Chiropractic College in Seneca Falls, New York. John received a B.S. in Accounting with honors from the New York Institute of Technology, an M.B.A. in Management and Leadership from the Rochester Institute of Technology, and an honorary Doctorate of Humane Letters from the American College of Chiropractors. Mr. Pecchia is also a certified public accountant licensed in New York State and is a chartered global management accountant.

Dr. Thomas S. Wermuth, Vice President for Academic Affairs/Dean of Faculty

Dr. Wermuth joined the College's faculty as an Assistant Professor of History in 1992 and was appointed Dean of the School of Liberal Arts in 2001 and Vice President for Academic Affairs in 2007. A native of the Hudson River Valley, Dr. Wermuth earned his Bachelor of Arts in History from Marist College, his M.A. from the State University of New York at Albany and his Ph.D. from Binghamton University. In 2001, Dr. Wermuth was chosen by the faculty to receive the Board of Trustees' Faculty Award for Distinguished Teaching. He has researched and written "Rip Van Winkle's Neighbors: The Transformation of Rural Society in the Hudson River Valley," which was published by the State

University of New York Press. Dr. Wermuth is also the author of numerous peer-reviewed articles in distinguished academic journals.

In 2002, Dr. Wermuth founded the Hudson River Valley Institute (HRVI), which is recognized as one of the nation's leading regional history programs, and began publishing The Hudson River Valley Review: A Journal of Regional Studies. He completed Harvard University's School of Education Management Development Program and was a Fellow at the University of Pennsylvania's McNeil Center for Early American Studies. Dr. Wermuth sits on the Advisory Committee of the Hudson River Valley National Heritage Area, is the editor of the book series "An American Region" published by SUNY, and is associate editor of the Encyclopedia of New York State (Syracuse University Press).

Deborah DiCaprio, Vice President/Dean for Student Affairs

Ms. DiCaprio began her association with the College in 1982 when she was hired as Mentor. In 1985, Ms. DiCaprio was named the Assistant Dean of Student Affairs where she continued to work on behalf of the College's students. In 1999, upon the resignation of the Associate Dean of Student Affairs, she assumed responsibility for certain of the duties of the Associate Dean, including the supervision of the Counseling Center, Health Services, Special Services, Campus Ministry, First Year Programs, Student Conduct, Upward Bound, and the Liberty Partnership. Ms. DiCaprio also had responsibilities pertaining to the Orientation Program, Parents Weekend and the annual Junior Ring Ceremony.

On July 1, 2001, Ms. DiCaprio was named the interim Vice President/Dean for Student Affairs and was appointed Vice President/Dean for Student Affairs effective December 1, 2001. In this role, she oversees the Department of Athletics, Housing and Residential Life and Student Activities. Ms. DiCaprio earned her Bachelor's Degree in History from St. Bonaventure University, where she also earned her Master's Degree in Education, with a concentration in Student Personnel Services.

Sean P. Kaylor, Vice President of Admissions and Enrollment Planning

Mr. Kaylor began his career at the College in the Office of Admission in 1990 as an Assistant Director and was promoted to Associate Director in 1993. In 1994, he became Director and was appointed Vice President of Admission and Enrollment Planning on August 1, 1998. Initially, Mr. Kaylor was responsible for Traditional Undergraduate Admission and Financial Aid. Since then, his role at the College has grown, and Mr. Kaylor is now responsible for Traditional Undergraduate Enrollment, Graduate and Adult Enrollment, Student Financial Services, and Enrollment Marketing & Communications for both the Poughkeepsie, New York, campus and the College's branch campus in Florence, Italy. Mr. Kaylor is an active member of the New York State Association for College Admission Counseling and recently served as President. He has presented and moderated at regional and national conferences on all topics related to enrollment management. He received his Bachelor's Degree in Business Administration from Marist College in 1990.

William Thirsk, Chief Information Officer and Vice President for Information Technology

In June 2007, Mr. Thirsk was appointed Vice President and Chief Information Officer. As Vice President, he oversees all areas of information technology and other enterprise support units including the post office, digital publications, and the computer store. Mr. Thirsk's experience in higher education technology management is broad-based covering such areas as technology planning, network management, telecommunications, web services, and instructional technology. With over 25 years of

experience in higher education technology management, he is a nationally recognized expert in enterprise resource planning (ERP) and major technology implementations.

Mr. Thirsk previously served as the SunGard Managed Services CIO at Mercy College under a contract arrangement between Mercy and SunGard. SunGard is a major provider of technology services to institutions of higher education. Previous to that, he was Executive Director of Technology and CIO of St. Thomas University in Miami, Florida; Director of Computing at Campbell University in Buies Creek, North Carolina; and Director of Administrative Computing at Washington College in Chestertown, Maryland.

Mr. Thirsk currently serves on the Executive Committee of the NYSERNet Board, the not-for-profit, New York State Internet, education, research, and technology service organization. In addition, he serves on both the NYSERNet.Org and the NYSERNet.Net Boards. Mr. Thirsk is also Chair of the Board of Directors of the SunGard Community Source Initiative (CSI), whose membership represents 1,700 colleges and universities worldwide. CSI was created to enhance the enterprise processing environment across higher education institutions and to generate new markets and opportunities for corporations and entrepreneurs who want to participate in the enhancement of the higher education product suites. Furthermore, he is part of the Pillar Group, a SunGard-sponsored technology think tank made up of leading-edge institutions in a position to help shape the ERP market. Mr. Thirsk received a BBA in Business Administration from George Washington University and an M.B.A. from the New York Institute of Technology. He is also a Veteran of the United States Marine Corps.

Christopher M. DelGiorno, Vice President for College Advancement

Mr. DelGiorno was appointed Vice President for College Advancement in April 2011, 23 years following his graduation from the College in 1988. Immediately prior to returning to the College, he served as the Executive Director of Leadership Gifts at Bucknell University in Lewisburg, Pennsylvania. In this role, Mr. DelGiorno led a team of 15, including 11 Regional Directors, engaged in a nationwide effort to build meaningful relationships with Bucknell alumni, parents, and friends and secure vital leadership and principal gift support for key priorities in the context of Bucknell's current \$400 million comprehensive campaign. In addition to managing the leadership gifts program and his own prospect portfolio, he served as a member of the Senior Management team in Development and Alumni Relations as well as the Development Directors team, and participated in several University-wide committees.

Mr. DelGiorno's work in development began in 1997 at the Ronald McDonald House of Southern New Jersey in Camden, New Jersey, where he served as the organization's first Director of Development during a capital campaign to build a new Ronald McDonald House. Following the campaign's successful conclusion in 2000, he moved on to the University of Pennsylvania's Office of Development and Alumni Relations. During his seven years there, Mr. DelGiorno led the development program for the University's School of Social Policy and Practice and later, launched Penn Development and Alumni Relations recruitment and professional development program. As the program's first director, he provided in-house executive search services for key vacancies within the Division and created and implemented a comprehensive training program for the more than 450 staff members working across the University's various schools, centers and central development office. He also served as a Senior Major Gifts Officer at that time, during the quiet phase of the University's current \$3.5 billion campaign.

In addition to his Bachelor of Arts Degree in Communications from Marist College, Mr. DelGiorno earned a Master of Liberal Arts Degree from the University of Pennsylvania with a concentration in non-profit leadership. He also completed the fund-raising certificate program at the University of Pennsylvania.

AFFILIATES

Marist Real Property Services, Inc. (“MRPS”) is a New York not-for-profit corporation formed by the College in 1995 to hold title to certain real estate purchased by the College. MRPS owns various parcels of land on the College’s east campus. The Executive Vice President, Vice President for Business Affairs/CFO, and Director of Physical Plant of the College also serve as officers of MRPS.

Marist Real Property Services Two, Inc. (“MRPS2”) is a New York not-for-profit corporation formed by the College in 2000 to likewise hold title to certain real estate purchased by the College. MRPS2 owns one parcel of land on the College’s east campus. The Executive Vice President, Vice President for Business Affairs/CFO, and Director of Physical Plant of the College also serve as officers of MRPS2.

FACULTY

The teaching faculty of the College for the 2013-14 academic year included 233 full-time and 351 part-time members. Of the full time equivalent (FTE) faculty, approximately 40% are tenured and approximately 75% hold a Ph.D., professional or other terminal degrees. Consistent with its priority objective of ensuring that each student has a high degree of personal attention and substantial regular access to faculty, the College maintains a student to faculty ratio of approximately 16 to 1. The following table sets forth the faculty profile for the past five academic years.

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Teaching Faculty					
Full-Time	219	228	228	227	233
Part-Time	346	358	348	364	351
Total	<u>565</u>	<u>586</u>	<u>576</u>	<u>591</u>	<u>584</u>
Faculty FTE	334	347	344	348	350

EMPLOYEE RELATIONS

The College currently employs over 1,200 persons (Full-time and Part-time) in the following capacities (excluding student employees).

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Faculty	565	586	576	591	584
Administrative and Professional	255	276	280	280	287
All others	355	355	341	369	370
Total	<u>1,175</u>	<u>1,217</u>	<u>1,197</u>	<u>1,240</u>	<u>1,241</u>

The College operates through a shared governance model with its faculty. The faculty handbook outlines faculty responsibilities in the overall administration of College affairs. While the faculty is not unionized, the College has a formal internal agreement with them, as it does with its administrative staff and security personnel. The College recognizes two unions: SEIU Local 200 - United Service Employees International Union for its service employees (approximately 100) and Local 1120 Communication Workers of America for its secretarial and clerical staff (approximately 120). The College has a history of excellent relations with its employees.

PENSION PROGRAM

The College has a defined contribution pension plan for all eligible employees. Pension obligations under the plan are funded monthly by the College as they accrue. Contributions are applied to annuities for each participant by Teachers Insurance and Annuity Association and/or College Retirement Equities Fund. The College's contributions are dependent upon employee contributions in accordance with a schedule of percentages in the plan agreement. Employee contributions are normally made on a pre-tax basis unless an after tax agreement is so authorized by the employee. The College's contributions for the year ended June 30, 2014 were \$4,483,074.

The College funds a pension plan for all eligible employees in the SEIU Local 200 Union by participating in the pension plan provided by the 1199 Health Care Employees Pension Fund. The College's contribution is a fixed percentage of monthly gross wages for all employees covered under the agreement. The College's contributions for the year ended June 30, 2014 were \$539,255.

POST-RETIREMENT HEALTH CARE BENEFITS

The College sponsors three defined benefit post-retirement plans which cover substantially all employees that attain either predefined ages and/or years of service, or retirement with a disability benefit consisting of (i) a medical benefits plan, (ii) a dental benefits plan and (iii) a life insurance benefits plan (collectively, the "Benefits Plan"). Under the medical plan, eligible retirees have a choice of one indemnity plan and one preferred provider organization (PPO). Both of these plans are contributory with retiree contributions adjusted annually. For all active and new employees, only the PPO plan is available. Effective July 1, 2012, the College's Board of Trustees froze the postretirement plan, which has subsequently remained closed to new participants.

The following table provides a reconciliation of the changes in the Benefit Plan's benefit obligation and fair value of assets for the year ended June 30, 2014:

[Table appears on the following page]

Reconciliation of benefit obligation:	
Obligation at beginning of year	\$ 8,474,177
Service cost, including expenses	150,445
Interest cost	283,733
Plan participants' contributions	306,154
Actuarial gain	(952,601)
Benefits payments and expected expenses	(1,432,621)
Medicare Part D reimbursements	-
Obligation at end of year	<u>\$ 6,829,287</u>
Reconciliation of fair value of plan assets:	
Fair value of plan assets at beginning of year	\$ -
Employer contributions	1,126,467
Plan participants' contributions	306,154
Benefit payments and actual expenses	(1,432,621)
Medicare Part D reimbursements	-
Fair value of plan assets at end of year	<u>\$ -</u>
Unfunded status at end of year	<u>\$ 6,829,287</u>

ADMISSIONS AND STUDENT ENROLLMENT

The College has experienced continued enrollment growth and currently has over 6,300 students enrolled for both graduate and undergraduate programs for the fall 2014 semester. The College has implemented a growth plan resulting in improved overall academic quality of the student population, increased selectivity for freshmen, increased market demand and a more diverse population. In addition to its traditional undergraduate population, the College likewise focuses on the educational needs of its ever-increasing population of adult students, both graduate and undergraduate, through on-campus as well as off-campus sights and distance online learning.

The tables below provide enrollment numbers for all student populations for the last five years for both undergraduate and graduate students, as well as the College's first year full-time freshmen application and enrollments. The enrollment data for the five-year period are based on figures obtained in the start of the fall semester.

Enrollment Summary

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Fall Enrollment					
Undergraduate FTE	4,751	4,929	5,032	5,138	5,149
Undergraduate Total	5,189	5,442	5,560	5,566	5,516
Graduate FTE	482	451	407	398	443
Graduate Total	951	861	817	799	840

Admissions Statistics

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Applications	9,547	11,399	11,466	10,351	9,751
Acceptances	3,773	3,845	3,597	3,876	3,755
Acceptance Ratio	39.5%	33.7%	31.4%	37.4%	38.5%
Matriculants	1,088	1,174	1,098	1,149	1,127
Matriculation Ratio	28.8%	30.5%	30.5%	29.6%	30.0%

The College has not only increased the academic quality of its student body but has broadened its geographic market, with the overall goal being to reduce its reliance on the New York State market. The freshman profiles appear below, as well as the number of degrees conferred for the years indicated.

Geographic Profile of Entering Freshman

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
New York State	52.0%	51.0%	46.4%	44.8%	43.2%
New Jersey	17.6%	17.5%	19.0%	19.8%	20.1%
Connecticut	12.4%	10.4%	11.0%	12.0%	12.5%
Other States & International	18.0%	21.1%	23.6%	23.4%	24.2%
Total	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>

Fall Freshman Class Profile

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
Percentage of Freshman in Top 10% of High School Class	28%	32%	25%	32%	30%
Percentage of Freshman in Top 11-25% of High School Class	42%	38%	44%	32%	28%
Mean Combined SAT Scores	1,751	1,775	1,760	1,774	1,773

First Year Continuation Rates

	<u>Fall 2010</u>	<u>Fall 2011</u>	<u>Fall 2012</u>	<u>Fall 2013</u>	<u>Fall 2014</u>
Freshman to Sophomore Retention Rate	<u>88.4%</u>	<u>91.6%</u>	<u>89.4%</u>	<u>90.4%</u>	<u>90.8%</u>

Degrees Conferred

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Undergraduate	1,203	1,119	1,104	1,098	1,246
Graduate	279	289	367	311	289
Total	<u>1,482</u>	<u>1,408</u>	<u>1,471</u>	<u>1,409</u>	<u>1,535</u>

COMPETITION

The College's top ten competitors are Fairfield University, Loyola University (MD), Fordham University, Providence College, Bentley University, Quinnipiac University, University of Connecticut, University of Delaware, SUNY Geneseo, and SUNY Binghamton.

TUITION AND FEES AND STUDENT FINANCIAL AID

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Student Charges					
Tuition	\$26,105	\$27,150	\$28,300	\$29,500	\$30,700
Room & Board	11,225	11,676	12,100	12,600	13,100
Mandatory Fees	500	500	500	500	500
Total	<u>\$37,830</u>	<u>\$39,326</u>	<u>\$40,900</u>	<u>\$42,600</u>	<u>\$44,300</u>

For the 2014-15 academic year, full-time undergraduate tuition is \$32,000 and total student charges are \$46,100. The College employs a sophisticated strategy to determine the best allocation of institutional, government and other student financial assistance resources with a focus on meeting the students' financial need, as much as it is possible, optimizing student enrollment (first year student matriculants as well as student retention), improving overall academic quality of student body, and increasing net tuition revenue. The College carefully manages its net tuition revenue, as this represents approximately 66% of its operating revenues. The discount rate, expressed as total College scholarships, as a percentage of gross tuition revenues, has remained between 27-29% over the past five years.

Approximately 87% of the student body receives need-based aid in the form of grants, loans or campus employment. In addition to scholarships provided by the College, students secure grant and loan support from a variety of other sources, including the State and Federal governments. In fiscal year 2013-14, students borrowed an aggregate of nearly \$26.8 million under the Federal Direct Student Loan Program, approximately \$1.1 million through College-administered Federal Perkins Loan Programs and nearly \$10.7 million in the Federal Parent Loan for Undergraduate Students (PLUS) Program. Federal grants to students from the Pell Program and from the Supplemental Educational Opportunity Grants Program amounted to approximately \$4.0 million. New York State residents enrolled at the College received approximately \$2.5 million in grants for the State's Tuition Assistance Plan ("TAP") and other State scholarships in 2013-14. In fiscal year 2013-14, students earned approximately \$2.0 million from campus-based employment opportunities, of which approximately \$1.1 million was funded from the Federal Work-Study grant.

College scholarship grants came from the following sources in the academic years listed below.

Sources of College-Administered Student Aid

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Unrestricted Funds	\$33,313,463	\$36,046,239	\$38,765,362	\$41,782,257	\$45,481,103
Restricted Funds	522,623	418,731	445,827	529,725	604,090
Grants	1,839,535	1,703,189	1,774,751	1,958,811	1,998,452
Total	<u>\$35,675,621</u>	<u>\$38,168,159</u>	<u>\$40,985,940</u>	<u>\$44,270,793</u>	<u>\$48,083,645</u>

BUDGET AND REPORTING PROCEDURES

The College has completed each of its last 36 fiscal years with a balanced budget. The Finance Committee of the Board is actively involved in the major financial decisions of the College and carefully oversees that financial resources are managed effectively and allocated appropriately according to established priorities.

The budget process begins in the fall of each year with a Budget Priorities Committee (established by the President) that includes four key Administrators and four Faculty members, to perform an annual assessment of the overall economic situation facing the College and to advise the President on budget priorities for the coming year. Simultaneously, the internal operational Vice Presidents are reviewing needs of various Administrative divisions/departments as well as projected enrollments and other revenue sources. Budget requests are prepared on the basis of Presidential spending priorities and on the needs assessments.

All revenue projections and spending priorities are reviewed by the Finance Committee of the Board prior to the approval of the full Board. It is a Trustee imperative that the budget be in balance prior to the final approval of the Board. Once approved, the fee structure for the next year is established, as well as spending allocations across all College divisions and departments. The current operating budget for fiscal year 2014-2015 is \$176.5 million.

The College monitors its actual budget results monthly and performs periodic interim analysis and review of operating results. These interim results and projected year-end results are communicated to the Finance Committee, the Executive Committee and the full Board at their respective regularly scheduled meetings.

STATEMENTS OF FINANCIAL POSITION

The table below outlines information from the College's consolidated statements of financial position as of June 30, 2010 through June 30, 2014. This table is derived from the audited financial statements of the College. See "APPENDIX B – Consolidated Financial Statements of the College and Affiliates for the years June 30, 2014 and 2013" herein.

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Assets					
Cash and cash equivalents	\$35,562,601	\$35,702,253	\$33,046,157	\$31,298,494	\$33,907,021
Cash, restricted	-	-	963,014	-	-
Short-term investments	12,309,421	12,636,821	17,894,765	18,064,262	18,279,060
Accounts receivable, net	5,343,712	6,057,785	4,449,723	3,690,475	5,638,574
Contributions receivable, net	8,989,231	5,710,303	2,631,703	3,931,133	4,005,167
Deposits with trustees	4,089,210	7,434,658	2,377,076	6,332,903	2,747,983
Other assets	957,929	1,337,076	1,337,650	2,034,491	973,700
Student loans receivable, net	6,521,607	6,118,119	5,869,738	5,836,494	6,110,266
Assets held in charitable remainder trust	960,906	962,210	962,435	963,030	963,128
Investments	118,640,212	148,903,355	147,102,924	186,118,695	220,888,946
Construction in progress	21,813,176	8,812,274	5,095,635	21,227,953	6,838,052
Land, buildings and equipment, net	199,703,406	230,183,036	243,435,709	245,152,309	274,661,090
Bond issuance costs, net	2,053,569	1,963,065	1,573,783	1,634,535	1,357,474
Total assets	<u>\$416,944,980</u>	<u>\$465,820,955</u>	<u>\$466,740,312</u>	<u>\$526,284,774</u>	<u>\$576,370,461</u>
Liabilities and Net Assets					
Liabilities:					
Accounts payable and accrued liabilities	\$16,151,520	\$18,924,732	\$16,342,130	\$19,448,925	\$17,246,529
Deferred revenue	7,254,638	6,761,416	6,786,143	7,894,218	9,885,983
Annuities payable	648,269	579,933	528,684	492,920	421,507
Obligations under capital leases	-	963,026	1,157,103	778,864	409,924
Long-term debt	92,374,419	92,354,573	85,693,657	98,563,134	96,018,589
Accrued post-retirement benefits	15,917,469	26,069,462	8,577,334	8,474,177	6,829,287
U.S. government advances refundable	3,895,127	5,495,200	5,264,139	5,206,629	5,478,819
Interest rate swap obligations	6,580,217	5,355,956	10,656,908	6,770,945	6,601,083
Total liabilities	<u>\$142,821,659</u>	<u>\$156,504,298</u>	<u>\$135,006,098</u>	<u>\$147,629,812</u>	<u>\$142,891,721</u>
Net Assets:					
Unrestricted	\$224,288,282	\$247,369,717	\$272,991,419	\$315,718,249	\$364,230,069
Temporarily restricted	25,897,338	37,153,116	33,694,436	\$36,276,283	\$41,904,909
Permanently restricted	23,937,701	24,793,824	25,048,359	\$26,660,430	\$27,343,762
Total net assets	<u>\$274,123,321</u>	<u>\$309,316,657</u>	<u>\$331,734,214</u>	<u>\$378,654,962</u>	<u>\$433,478,740</u>
Total liabilities and net assets	<u>\$416,944,980</u>	<u>\$465,820,955</u>	<u>\$466,740,312</u>	<u>\$526,284,774</u>	<u>\$576,370,461</u>

STATEMENTS OF ACTIVITIES

The following condensed consolidated statements of activities for the fiscal years ended June 30, 2010 through June 30, 2014, have been derived from audited financial statements of the College. See “APPENDIX B – Consolidated Financial Statements of the College and Affiliates for the years June 30, 2014 and 2013” herein.

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Operating Revenues:					
Tuition and fees, net	\$99,639,818	\$104,089,641	\$106,957,966	\$113,910,712	\$120,766,592
Contracts and grants	4,153,552	4,643,460	5,029,671	4,126,174	7,718,616
Contributions	26,178,435	4,535,406	3,272,149	8,563,178	4,907,001
Interest and dividends	2,507,657	2,427,362	2,665,218	3,298,527	3,006,089
Investment return designated for operations	-	1,188,381	1,186,100	1,347,550	1,590,185
Other income	2,949,996	2,877,267	3,221,352	2,706,419	3,933,095
Auxiliary enterprises, net	33,893,547	35,375,408	36,462,426	41,140,557	42,529,519
Total revenues and gains	<u>\$169,323,005</u>	<u>\$155,136,925</u>	<u>\$158,794,882</u>	<u>\$175,093,117</u>	<u>\$184,451,097</u>
Operating Expenses:					
Instructional	\$49,296,661	\$53,789,826	\$54,341,003	\$60,869,770	\$64,798,192
Research	581,212	265,502	533,457	638,076	790,696
Public service	516,757	803,985	1,214,297	880,594	563,950
Academic support	12,690,603	14,765,627	12,866,637	13,922,979	14,387,911
Student services	22,503,416	25,452,949	27,206,249	29,803,404	32,349,893
Institutional support	15,613,196	14,899,962	14,634,243	16,786,352	16,828,634
Scholarships and fellowships	150,266	86,981	98,533	323,400	351,539
Auxiliary expenses	27,656,917	27,988,432	29,722,741	28,674,202	29,845,787
Total operating expenses	<u>\$129,009,028</u>	<u>\$138,053,264</u>	<u>\$140,617,160</u>	<u>\$151,898,777</u>	<u>\$159,916,602</u>
Change in net assets from operating activities	<u>\$40,313,977</u>	<u>\$17,083,661</u>	<u>\$18,177,722</u>	<u>\$23,194,340</u>	<u>\$24,534,495</u>
Nonoperating Activities:					
Net loss on disposition of fixed assets	-	\$(441,120)	\$(578,614)	\$(217,666)	\$(1,686,486)
Net gain (loss) on investments	\$9,192,372	23,377,746	(6,759,293)	19,311,452	30,598,704
Net loss on redemption of bonds	-	-	(704,991)	-	(519,704)
Gifts and grants for capital projects	5,000,000	-	-	-	-
Change in fair value of interest rate swap obligations	(2,232,890)	1,224,261	(5,300,952)	3,885,963	169,862
Pension and post-retirement related charges other than net periodic pension and benefit costs	(1,083,829)	(1,417,772)	17,583,685	746,659	1,726,907
Change in net assets from nonoperating activities	<u>\$10,875,653</u>	<u>\$22,743,115</u>	<u>\$4,239,835</u>	<u>\$23,726,408</u>	<u>\$30,289,283</u>
(Decrease) Increase in net assets	\$51,189,630	\$39,826,776	\$22,417,557	\$46,920,748	\$54,823,778
Net assets, beginning of year	222,933,691	274,123,321	309,316,657	331,734,214	378,654,962
Prior period adjustment	-	(4,633,440)	-	-	-
Net assets, end of year	<u>\$274,123,321</u>	<u>\$309,316,657</u>	<u>\$331,734,214</u>	<u>\$378,654,962</u>	<u>\$433,478,740</u>

FUND RAISING

The Office of College Advancement is responsible for securing external funding to support operational, capital, and endowment needs, and works to enhance the College’s visibility and credibility among all its constituents and the general public. It is also charged with maintaining institutional relation with the College’s 38,000 graduates. Annual giving, capital giving, foundation and government relations, alumni relations, public affairs, and special events planning are all directed through the Office of College Advancement.

On December 31, 2012, the College completed its first ever capital campaign entitled “The Capital Campaign for Marist,” which was publicly announced in December 2007 (the “Campaign”). The Campaign surpassed its goal of \$150 million by raising \$159.5 million as of that date and has resulted in dramatic improvements across the campus, from impressive capital projects to the addition of vital new endowed funds for research and scholarship.

In 2010, Raymond A. Rich conveyed his interest in VAYU, LLC, a Delaware limited liability company, to the College. Pursuant to such conveyance, the College received title to a 60-acre riverfront estate in the Ulster County Town of Esopus that contains one of the most historically and architecturally significant homes in the Hudson River Valley. The “Payne Mansion” is a 42,000-square-foot Beaux Arts-style palazzo designed by the famed Manhattan firm of Carrère and Hastings, architects of the New York Public Library and the Frick Museum. It is estimated that a residence of this significance and style would have a replacement value conservatively estimated at approximately \$65 million. In addition, Mr. Rich has designated approximately \$8 million for an endowment to support the Raymond A. Rich Institute for Leadership Development, which will be housed at the Esopus estate.

The Raymond A. Rich Institute will focus on developing the communication, interpersonal, and social skills necessary to lead complex organizations in a global setting. It will accomplish this in a framework that emphasizes the values and integrity found in successful leaders. Speakers, conferences, and workshops will encourage potential leaders to become better at motivating others through consideration and persuasion, and to foster dedication to a better social and economic environment.

Sources of Giving

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Marist Fund	\$ 1,243,804	\$ 1,256,770	\$ 1,325,961	\$ 1,298,618	\$ 1,402,298
Restricted Annual and Capital Gifts	6,297,523	7,377,590	5,334,800	8,171,175	7,821,728
Government Grants	2,231,211	2,662,576	2,341,381	1,685,963	1,803,367
Totals	\$ 9,772,538	\$11,296,936	\$9,002,142	\$11,155,756	\$11,027,393

INVESTMENTS

The following table provides the market value of the College's total investments as of June 30, 2010 through June 30, 2014:

	Total Investments				
	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>
Endowments and other investible funds:					
Cash and cash equivalents	\$5,417,146	\$3,871,255	\$4,084,651	\$1,519,539	\$19,521,178
Fixed income securities	28,395,163	28,525,943	29,228,471	28,712,868	8,835,206
Domestic equity securities	48,851,748	60,848,389	64,791,165	77,410,333	27,957,534
International equity securities	24,384,754	36,530,202	31,748,725	39,826,797	39,838,833
Global real estate funds	-	6,398,505	6,359,118	8,713,993	0
Asset Allocation funds				6,024,173	
Commingled fund				11,158,684	79,993,795
Hedge funds	10,021,968	10,877,734	10,637,947	11,920,631	43,329,719
Private Equity				268,156	872,590
Total pooled investments	\$117,070,779	\$147,052,028	\$146,850,077	\$ 185,555,174	\$ 220,348,855
Operational and other investments:					
Cash and cash equivalents	\$35,562,601	\$35,712,813	\$34,021,698	\$31,315,263	\$33,923,432
Fixed income securities	12,309,421	12,636,821	17,894,765	18,064,262	18,279,060
Domestic equity securities	-	98,083	98,198	105,437	138,915
Investment in TIAA-CREF annuities and mutual funds	1,569,433	1,742,684	142,122	441,315	384,765
Total operating and other short-term investments	\$49,441,455	\$50,190,401	\$52,156,783	\$49,926,277	\$52,726,172
Total cash, cash equivalents, and investments	\$166,512,234	\$197,242,429	\$199,006,860	\$235,481,451	\$273,075,027

As of March 31, 2015, total pooled investments had an approximate market value of \$224.5 million, of which the College estimates approximately \$182.4 million or 81.2% of the portfolio could be liquidated within 120 days.

The purpose of the investments is to support the educational mission of the College by releasing a sufficient flow of funds to meet current operating and/or capital budgets while generating sufficient growth to provide for future spending needs. As such, the investment strategy is to emphasize total return by:

- Preservation of purchasing power after spending – to achieve total return in excess of the rate of inflation over the investment horizon in order to preserve long-term real purchasing power of the fund's assets.
- Long-term growth of capital – to emphasize long-term growth of principal while avoiding excessive risk.

To achieve this strategy, a diversified portfolio of investment types is required to help alleviate the risk of adverse returns in any one security or investment class.

PROPERTIES AND FACILITIES OVERVIEW

The College community is indicative of an institution in a healthy state of readiness to go beyond the gains made in the last decade. Over the past ten years, the College campus has become more attractive, more functional, and more able to meet the demands of growing student, faculty, and staff population. It is meticulously maintained, artfully landscaped, and thoughtfully connected to its surroundings: the mid-Hudson River and the trans-Route 9 world. The campus currently consists of approximately 51 buildings on 210 acres. The College has allocated over \$110 million to support capital projects since 2008.

NEWER FACILITIES

In spring 2011, the College completed construction of the Hancock Center for Technology. The building is 57,000 square feet and is situated on a bluff overlooking the Hudson River. The new building houses the School of Computer Science and Mathematics, the nationally renowned Marist Institute for Public Opinion, the School of Management's high-tech Student Investment Center, the Marist-IBM Joint Study, the Institute for Data Center Professionals, Marist International Programs, and the College's academic administration.

Several of the offices and laboratories in the new building have been designed for use by entrepreneurs for economic development and business incubation. The Hancock Center also features a National Science Foundation-funded enterprise computing research laboratory, computer labs, faculty offices, classrooms, seminar rooms, and an executive presentation center. The total cost of the project was approximately \$33 million.

In the fall of 2011, the College completed an addition and renovation to the McCann Center. The McCann Center is home to the College's men's and women's basketball and women's volleyball programs, and is a popular practice venue for many other varsity teams. It also serves as a pivotal special events facility, hosting functions ranging from commencement activities to large-scale theatrical and concert productions. The project included an addition and a substantial renovation to the existing field house.

The 11,600 gross square foot addition included men's and women's basketball locker rooms with a lounge, men's and women's basketball offices, a 21 person video viewing room, video editing rooms, and locker rooms for coaches and officials. The renovation included new and expanded public restrooms, a renovated entrance lobby, new bleachers with chair back seating on the east and west sidelines, new bleachers on the north end, a new wood floor surface, minor renovations to existing locker rooms, and expanded space for storage and coaches' offices. The total cost of the project was approximately \$11 million.

Also in the fall of 2011, the College completed the Route 9 Pedestrian Walkway. The project, a collaboration between the College and the New York State Department of Transportation (NYSDOT), eliminated two pedestrian crosswalks across Route 9, closed the Marist Main Entrance to public traffic, and lengthened a turning lane into the College's south entrance. The Pedestrian Walkway now provides safe passage across Route 9, unites the East and West Campuses, and improves traffic flow on Route 9.

The project also presented the College with an opportunity to improve all of the College's entrances, especially the South Entrance, which is the most utilized entrance into the College. The College constructed three new campus gates and a new gate house to control entrance at its main gate. The total cost of the project was approximately \$5 million.

A 23,000 square foot, three story addition to the existing Student Center on the main campus was completed in the fall 2013. This addition houses the College's music program and provides for the re-allocation of space to support various programs and student activities. In addition, the College renovated the student dining center and the Nelly Goletti Theater located within the Student Center. The total cost of the addition and the renovations were \$34 million.

FACILITIES IN PROGRESS

In January 2015, the College commenced construction on an approximately 58,000 square foot, three-story Science and Allied Health building. This building will house the new Masters in Physician Assistant program and the new Doctor of Physical Therapy program. Additionally, the Biology, Athletic Training and Medical Technology programs will relocate to this building. The building will have a Gross Anatomy lab, biology labs, a Cognitive Computing lab, a 75-seat lecture hall, two classrooms, a skills lab, 35 faculty offices, a student lounge and the Dean's office. The expected completion date of the building is early spring 2016 at an estimated cost of \$33 million.

In May 2015, the College will commence construction on a 796-bed, four-building student housing facility totaling approximately 329,400 square feet. Construction will take place in two phases: Phase I will consist of two buildings (306 and 173 beds) at an estimated cost of \$61 million and an estimated completion date in January 2017 and Phase II will consist of two buildings (166 and 151 beds) at an estimated cost of \$47 million with an estimated completion date of August 2018. After Phase I has been completed, an existing 306-bed housing facility (Gartland Commons, built in 1984) will be demolished and Phase II will be constructed in its former location.

LAND, BUILDINGS AND EQUIPMENT

The following table outlines the land, buildings and equipment of the College for the fiscal years ending June 30 listed below:

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Land	\$ 13,371,917	\$ 13,371,917	\$ 13,672,974	\$ 13,776,184	\$ 13,889,708
Art work and collectibles	1,624,911	4,713,943	4,727,355	7,118,455	7,540,122
Buildings and building improvements	257,713,576	290,892,434	309,363,206	317,495,652	351,810,810
Equipment, furniture, and fixtures	51,151,408	49,219,651	51,814,263	53,701,123	59,111,418
Equipment acquired under capital leases	-	1,138,008	1,675,480	1,675,480	1,675,480
	<u>\$323,861,812</u>	<u>\$359,335,953</u>	<u>\$ 381,253,278</u>	<u>\$ 393,766,894</u>	<u>\$ 434,027,538</u>
Less accumulated depreciation	(124,158,406)	(129,152,917)	(137,817,569)	(148,614,585)	(159,366,448)
Land, buildings, and equipment, net	<u>\$ 199,703,406</u>	<u>\$ 230,183,036</u>	<u>\$ 243,435,709</u>	<u>\$ 245,152,309</u>	<u>\$ 274,661,090</u>

LONG TERM OUTSTANDING INDEBTEDNESS

Long-term debt consists of the following at June 30, 2014 and December 31, 2014:

<u>Description</u>	<u>Maturity Date</u>	<u>June 30, 2014</u>	<u>December 31, 2014</u>
<u>Dutchess County Industrial Development Agency:</u>			
Series 2000-A Variable Rate Demand Bonds	July 1, 2031	\$14,930,000	\$ 14,375,000
Series 2008 Variable Rate Demand Bonds	July 1, 2038	17,955,000	17,500,000
<u>Dutchess County Local Development Corp.:</u>			
Series 2012-A Refunding Bonds	July 1, 2021	13,420,000	12,570,000
Series 2013-A Fixed Rate Bonds	July 1, 2043	14,710,000	14,430,000
Series 2013B-1 Revenue Bonds	July 1, 2028	6,505,000	6,165,000
Series 2013B-2 Revenue Bonds	July 1, 2028	9,935,000	9,450,000
Series 2013B-3 Revenue Bonds	July 1, 2035	16,605,000	16,105,000
Total long-term debt, principal		<u>\$94,060,000</u>	<u>\$90,595,000</u>

Letters of credit issued by TD Bank, N.A. provide liquidity facilities for the Series 2000-A Bonds and the Series 2008 Bonds. These liquidity facilities expire in January 2016 and March 2016, respectively.

In 2013, TD Bank, NA (the “Purchaser”) purchased the Dutchess County Local Development Corporation’s (the “Issuer”) Series 2013 B-1, B-2 and B-3 Revenue Bonds (the “2013 Bonds”). The proceeds of the 2013 Bonds refunded (a) the Dutchess County Industrial Development Agency Civic Facility Variable Rate Demand Bonds, Series 1998-A, (b) the Dutchess County Industrial Development Agency Civic Facility Variable Rate Demand Bonds, Series 1998-B and (c) the Dutchess County Industrial Development Agency Civic Facility Variable Rate Demand Bonds, Series 2005-A (the “Prior Bonds”). The Prior Bonds were weekly mode variable rate demand bonds which were enhanced by letters of credit. The 2013 Bonds are variable rate bonds with monthly interest rate re-sets as a percentage of LIBOR plus a credit spread with both interest and principal payable monthly, and the maturities of the 2013 Bonds match the original maturities of the respective Prior Bonds. The Purchaser can tender the 2013 Bonds to the College for purchase on September 12, 2023 provided that it has provided at least 120 days’ notice to the College. The 2013 Bonds are secured by a Bond Purchase and Loan Agreement by and between the Issuer, the Purchaser and the College which provides for an unconditional obligation of the College to make debt service payments. The 2013 Bonds are not secured by a security interest in College’s revenues, real property or a reserve fund. However, upon an event of default, the College has agreed to provide the Purchaser with a mortgage on a portion of its real property. Events of Default with respect to the 2013 Bonds include non-payment, covenant breaches, bankruptcy, judgments, orders or decrees which could result in a material adverse impact and defaults with other material debt obligations of the College. The 2013 Bonds also contain certain financial covenants including an annual liquidity covenant, defined as the ratio of unrestricted and temporarily restricted liquid assets to long-term debt, of 0.45:1.00 and a prohibition on the issuance of additional bonds unless the College can demonstrate maximum annual debt service (including the proposed indebtedness on a pro forma basis) of less than 10% of the College’s unrestricted operating revenues.

The College is a party to an interest rate swap agreement (the “Swap Agreement”) with Morgan Stanley Capital Services, Inc. (the “Counterparty”). The Swap Agreement is in place for the variable rate debt represented by the Series 2000-A Bonds and the Series 2013B Bonds and had a notional

principal amount of \$47,975,000 at June 30, 2014. The Swap Agreement matures on July 1, 2035. Under the terms of the Swap Agreement, the College will continue to pay the bondholders interest at variable rates. The Counterparty will reimburse the College a variable interest rate at 68% of the London Interbank Offered Rate (LIBOR) (0.157% at June 30, 2014) and the College is obligated to pay the Counterparty a fixed rate of 3.42%. The Swap Agreement requires the College to post cash collateral if the swap value exceeds a \$10 million liability for the College. As of May 1, 2015, the swap value represented a \$7.4 million liability of the College.

INSURANCE

The College carries a broad range of property and general liability coverage, including Directors' and Officers' liability coverage, in amounts customary for institutions of the size of the College. Insurance presently in effect on the College's property is written on an all-risk policy with a limit of over \$312 million for buildings and contents.

LITIGATION

There is no litigation and or other claims outstanding or, to the College's knowledge, threatened that, in the judgment of the College, could have a material adverse effect on the College's financial position.

**CONSOLIDATED FINANCIAL STATEMENTS OF THE COLLEGE
AND AFFILIATES FOR THE YEAR ENDED JUNE 30, 2013 AND 2014**

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Consolidated Financial Statements and
Report of Independent Certified Public Accountants

MARIST COLLEGE AND AFFILIATES

For the years ended June 30, 2014 and 2013

MARIST COLLEGE AND AFFILIATES

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

To the Board of Trustees of
Marist College and Affiliates:

We have audited the accompanying consolidated financial statements of Marist College (the “College”), which comprise the consolidated statements of financial position as of June 30, 2014 and 2013, and the related consolidated statements of activities and cash flows for the years then ended and the related notes to the consolidated financial statements.

Management’s responsibility for the consolidated financial statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with 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 consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Marist College, as of June 30, 2014 and 2013, and the changes in their consolidated net assets and their consolidated cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Grant Thornton LLP

New York, New York
November 11, 2014

MARIST COLLEGE AND AFFILIATES
Consolidated Statements of Financial Position
As of June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
ASSETS		
Cash and cash equivalents	\$ 33,907,021	\$ 31,298,494
Short-term investments	18,279,060	18,064,262
Accounts receivable, net	5,638,574	3,690,475
Contributions receivable, net	4,005,167	3,931,133
Deposits with trustees	2,747,983	6,332,903
Other assets	973,700	2,034,491
Student loans receivable, net	6,110,266	5,836,494
Assets held in charitable remainder trust	963,128	963,030
Investments	220,888,946	186,118,695
Construction in progress	6,838,052	21,227,953
Land, buildings and equipment, net of accumulated depreciation	274,661,090	245,152,309
Bond issuance costs, net of accumulated amortization	<u>1,357,474</u>	<u>1,634,535</u>
Total assets	<u>\$ 576,370,461</u>	<u>\$ 526,284,774</u>
LIABILITIES AND NET ASSETS		
LIABILITIES		
Accounts payable and accrued liabilities	\$ 17,246,529	\$ 19,448,925
Deferred revenue	9,885,983	7,894,218
Annuities payable	421,507	492,920
Obligations under capital leases	409,924	778,864
U.S. government advances refundable	5,478,819	5,206,629
Long-term debt	96,018,589	98,563,134
Accrued post-retirement benefits	6,829,287	8,474,177
Interest rate swap obligation	<u>6,601,083</u>	<u>6,770,945</u>
Total liabilities	<u>142,891,721</u>	<u>147,629,812</u>
COMMITMENTS AND CONTINGENCIES		
NET ASSETS		
Unrestricted	364,230,069	315,718,249
Temporarily restricted	41,904,909	36,276,283
Permanently restricted	<u>27,343,762</u>	<u>26,660,430</u>
Total net assets	<u>433,478,740</u>	<u>378,654,962</u>
Total liabilities and net assets	<u>\$ 576,370,461</u>	<u>\$ 526,284,774</u>

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

MARIST COLLEGE AND AFFILIATES
Consolidated Statement of Activities
For the year ended June 30, 2014

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
OPERATING REVENUES				
Tuition and fees	\$ 168,850,237	\$ -	\$ -	\$ 168,850,237
Less: scholarships and grants	(48,083,645)	-	-	(48,083,645)
Net tuition and fees	120,766,592	-	-	120,766,592
Government grants and contracts	5,816,223	-	-	5,816,223
Private grants and contracts	1,902,393	-	-	1,902,393
Contributions	1,948,177	2,303,001	655,823	4,907,001
Interest and dividends	2,605,289	400,461	339	3,006,089
Investment return designated for operations	294,240	1,295,945	-	1,590,185
Other income	3,933,095	-	-	3,933,095
Auxiliary enterprises, net	42,529,519	-	-	42,529,519
Net assets released from restrictions	3,431,402	(3,431,402)	-	-
Total operating revenues	183,226,930	568,005	656,162	184,451,097
OPERATING EXPENSES				
Instructional	64,798,192	-	-	64,798,192
Research	790,696	-	-	790,696
Public service	563,950	-	-	563,950
Academic support	14,387,911	-	-	14,387,911
Student services	32,349,893	-	-	32,349,893
Institutional support	16,828,634	-	-	16,828,634
Scholarships and fellowships	351,539	-	-	351,539
Auxiliary enterprises	29,845,787	-	-	29,845,787
Total operating expenses	159,916,602	-	-	159,916,602
Changes in net assets from operating activities	23,310,328	568,005	656,162	24,534,495
NONOPERATING ACTIVITIES				
Net loss on disposal of fixed assets	(1,686,486)	-	-	(1,686,486)
Net loss on redemption of bonds	(519,704)	-	-	(519,704)
Net realized and unrealized gains on investments in excess of amounts designated for operations	25,482,433	5,116,271	-	30,598,704
Change in fair value of interest rate swap obligation	169,862	-	-	169,862
Pension and post-retirement related changes other than net periodic pension and benefit costs	1,726,907	-	-	1,726,907
Transfers amongst net asset classifications	28,480	(55,650)	27,170	-
Changes in net assets from nonoperating activities	25,201,492	5,060,621	27,170	30,289,283
Changes in net assets	48,511,820	5,628,626	683,332	54,823,778
Net assets, beginning of year	315,718,249	36,276,283	26,660,430	378,654,962
Net assets, end of year	\$ 364,230,069	\$ 41,904,909	\$ 27,343,762	\$ 433,478,740

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

MARIST COLLEGE AND AFFILIATES
Consolidated Statement of Activities
For the year ended June 30, 2013

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total
OPERATING REVENUES				
Tuition and fees	\$ 158,181,505	\$ -	\$ -	\$ 158,181,505
Less: scholarships and grants	(44,270,793)	-	-	(44,270,793)
Net tuition and fees	113,910,712	-	-	113,910,712
Government grants and contracts	2,745,556	-	-	2,745,556
Private grants and contracts	1,380,618	-	-	1,380,618
Contributions	4,218,029	2,733,489	1,611,660	8,563,178
Interest and dividends	2,820,415	477,701	411	3,298,527
Investment return designated for operations	262,550	1,085,000	-	1,347,550
Other income	2,706,419	-	-	2,706,419
Auxiliary enterprises, net	41,140,557	-	-	41,140,557
Net assets released from restrictions	2,317,632	(2,317,632)	-	-
Total operating revenues	171,502,488	1,978,558	1,612,071	175,093,117
OPERATING EXPENSES				
Instructional	60,869,770	-	-	60,869,770
Research	638,076	-	-	638,076
Public service	880,594	-	-	880,594
Academic support	13,922,979	-	-	13,922,979
Student services	29,803,404	-	-	29,803,404
Institutional support	16,786,352	-	-	16,786,352
Scholarships and fellowships	323,400	-	-	323,400
Auxiliary enterprises	28,674,202	-	-	28,674,202
Total operating expenses	151,898,777	-	-	151,898,777
Changes in net assets from operating activities	19,603,711	1,978,558	1,612,071	23,194,340
NONOPERATING ACTIVITIES				
Net loss on disposal of fixed assets	(217,666)	-	-	(217,666)
Net realized and unrealized gains on investments in excess of amounts designated for operations	18,708,163	603,289	-	19,311,452
Change in fair value of interest rate swap obligation	3,885,963	-	-	3,885,963
Pension and post-retirement related changes other than net periodic pension and benefit costs	746,659	-	-	746,659
Changes in net assets from nonoperating activities	23,123,119	603,289	-	23,726,408
Changes in net assets	42,726,830	2,581,847	1,612,071	46,920,748
Net assets, beginning of year	272,991,419	33,694,436	25,048,359	331,734,214
Net assets, end of year	\$ 315,718,249	\$ 36,276,283	\$ 26,660,430	\$ 378,654,962

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

MARIST COLLEGE AND AFFILIATES
Consolidated Statements of Cash Flows
For the years ended June 30, 2014 and 2013

	<u>2014</u>	<u>2013</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	\$ 54,823,778	\$ 46,920,748
Adjustments to reconcile changes in net assets to net cash provided by operating activities:		
Nonoperating items:		
Contributions restricted for long-term investments	-	(58,500)
Contributions restricted for investment in endowment	(610,578)	(669,166)
Gifts of stock	(244,016)	(198,448)
Interest and dividends restricted for endowment	(400,461)	(477,701)
Net realized gains on investments	(46,885,854)	(12,238,231)
Net realized gains on short-term investments	(203,974)	(395,187)
Net investment income on assets held in charitable remainder trust	(98)	(594)
Noncash items:		
Depreciation	12,585,692	11,675,737
Amortization of bond issuance costs	78,303	94,445
Amortization of bond premium	(299,545)	(151,937)
Bad debt expense	14,131	28,562
Net unrealized loss (gain) on investments	14,155,538	(8,888,390)
Net unrealized loss on short-term investments	76,879	219,832
Net gain on interest rate swap obligation	(169,862)	(3,885,963)
Non-cash contributions	(432,628)	(2,438,743)
Loss on disposal of fixed assets	1,686,486	217,666
Loss on redemption of bonds	519,704	-
(Increase) decrease in:		
Accounts receivable	(1,948,099)	751,478
Contributions receivable	(88,165)	(1,320,222)
Other assets	1,060,791	(696,841)
Increase (decrease) in:		
Accounts payable and accrued liabilities	(4,185,447)	(1,857,045)
Deferred revenue	1,991,765	204,667
Annuities payable	(71,413)	(35,764)
Accrued post-retirement benefits	(1,644,890)	(103,157)
Net cash provided by operating activities	<u>29,808,037</u>	<u>26,697,246</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sales and maturities of investments	226,207,947	102,185,800
Purchases of investments	(228,523,570)	(119,876,502)
Purchase of short-term investments	(314,098)	(1,435,097)
Proceeds from sale of short-term investments	226,395	1,440,955
Proceeds from sale of fixed assets	48,108	36,970
Purchase of property and equipment	(26,231,592)	(21,530,811)
Disbursements of loans to students	(1,158,801)	(934,253)
Repayments on student loans	885,029	967,496
Net cash used in investing activities	<u>(28,860,582)</u>	<u>(39,145,442)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayments of principal on indebtedness	(2,245,000)	(2,188,148)
Proceeds from issuance of bonds	33,045,000	15,209,562
Extinguishment of long-term debt	(33,045,000)	-
Payments on bond issuance costs	(320,947)	(155,196)
Cash received from collateral previously held by swap counterparties	-	963,014
Repayments of principal on capital lease obligations	(368,940)	(378,239)
Change in deposits with trustees related to construction financing	3,584,920	(3,955,827)
Interest and dividends restricted for endowment	400,461	477,701
Contributions restricted for long-term investment	-	58,500
Contributions restricted for investment in endowment	610,578	669,166
Net cash provided by financing activities	<u>1,661,072</u>	<u>10,700,533</u>
Net increase (decrease) in cash and cash equivalents	2,608,527	(1,747,663)
Cash and cash equivalents, beginning of year	31,298,494	33,046,157
Cash and cash equivalents, end of year	<u>\$ 33,907,021</u>	<u>\$ 31,298,494</u>
SUPPLEMENTAL CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 3,106,742</u>	<u>\$ 3,314,013</u>

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

MARIST COLLEGE AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Marist College (the "College") is an independent, comprehensive institution located on a 180 acre main campus in the Hudson River Valley of New York, a branch campus in Florence, Italy, extension centers throughout New York, and educational offerings around the world through its online and study abroad programs. Marist is dedicated to helping students develop the intellect, character and skills required for enlightened, ethical, and productive lives in the global community of the 21st century.

The consolidated financial statements of the College have been prepared using the accrual basis of accounting, and include the accounts of the College's wholly owned subsidiaries, Marist Real Property Service, Inc., Marist Real Property Service II, Inc., and VAYU, LLC. All significant intercompany transactions have been eliminated. Marist Real Property Services, Inc. and Marist Real Property Services II, Inc. are corporations that were formed by the College to purchase and hold real estate for the benefit and use of the College. The College is the single member of VAYU, LLC which holds real and personal property. The real and personal property have been used for a limited number of activities to date as of June 30, 2014 and the College plans to expand operations at these facilities in the next several years.

Basis of Presentation

Resources are reported for accounting purposes in separate classes of net assets based on the existence or absence of donor-imposed restrictions. In the accompanying consolidated financial statements, net assets that have similar characteristics have been combined into the following categories:

Unrestricted Net Assets

Unrestricted net assets are net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Trustees or may otherwise be limited by contractual agreements with outside parties (see also Notes 17 and 18).

Temporarily Restricted Net Assets

Temporarily restricted net assets are net assets subject to donor-imposed stipulations that will be met either by actions of the College and/or the passage of time. The College reports gifts of cash and other assets as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends and/or a purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the consolidated statement of activities as net assets released from restrictions. Temporarily restricted net assets also include earnings on permanently restricted endowment funds that have not yet been appropriated by the College's Board of Trustees for expenditure.

Permanently Restricted Net Assets

Permanently restricted net assets result from donors who stipulate that their donated resources be maintained in perpetuity by the College. Generally, the College is permitted to expend part or all of the income and gains derived from these donated assets, restricted only by donors' stipulations.

MARIST COLLEGE AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Fair Value Measurements

The College follows guidance that provides a consistent definition of fair value which focuses on an exit price between market participants in an orderly transaction.

The guidance also prioritizes, within the measurement of fair value, the use of market-based information over entity-specific information and establishes a three-level hierarchy for fair value measurements based on the transparency of information used in the valuation of the respective asset or liability as of the measurement date.

Investments measured and reported at fair value are classified and disclosed in one of the following categories:

- Level 1 - Quoted prices are available in active markets for identical investments as of the reporting date. The types of investments in Level 1 include listed equities held in the name of the College, and exclude listed equities and other securities held indirectly through commingled funds.
- Level 2 - Pricing inputs, including broker quotes, are generally those other than exchange quoted prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value is determined through the use of models or other valuation methodologies. Also included in Level 2 are investments measured using a net asset value ("NAV") per share, or its equivalent, that may be redeemed at that NAV at the date of the consolidated statement of financial position or in the near term, which the College has generally considered to be within 90 days.
- Level 3 - Pricing inputs are unobservable for the investment and include situations where there is little, if any, market activity for the investment. The inputs used in the determination of fair value require significant management judgment or estimation. Investments that are included in this category generally include privately held investments, partnerships and similar interests. Also included in Level 3 are investments measured using a NAV per share, or its equivalent, that can never be redeemed at NAV or for which redemption at NAV is uncertain due to lockup periods or other investment restrictions.

As of June 30, 2014 and 2013, the carrying value of the College's cash and cash equivalents, receivables, accounts payable and accrued liabilities, deferred income, annuities payable and long-term debt approximate fair value. A reasonable estimate of the fair value of loans to students under government loan programs cannot be made because the loans are not saleable and can only be assigned to the U.S. Government or its designees.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments consisting of demand deposits accounts, money market funds, and debt instruments with original maturities of three months or less at the time of purchase. Cash and cash equivalents held in the investment portfolio are excluded as a result of the College's intent to segregate these designated funds from cash available for current operations.

During the year ended June 30, 2013, a required deposit in the amount of \$1 million to maintain an ATM machine on campus was released.

MARIST COLLEGE AND AFFILIATES

Notes to Consolidated Financial Statements

June 30, 2014 and 2013

Accounts Receivable

Accounts receivable include student accounts receivable, grants receivable and other receivables and are reported net of allowance for doubtful accounts. The College provides for potentially uncollectible amounts through a provision for bad debts and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts.

Contributions

Contributions or gifts, including unconditional promises to give, are recognized as revenue when received. Non-cash gifts are recorded at fair value at the date of donation.

Contributions and investment return with donor-imposed restrictions are reported as temporarily restricted revenues and are released to unrestricted net assets when donor-imposed restrictions are satisfied.

Contributions restricted for the acquisition of land, buildings and equipment or for the construction of assets are reported as temporarily restricted revenues. These contributions are released to unrestricted net assets upon acquisition of the assets or when the assets are placed into service.

The College has capitalized its collections since its inception. If purchased, items accessioned into the collection are capitalized at cost, and if donated, they are capitalized at their fair value as of the accession date. Gains or losses on the deaccession of collection items are classified on the consolidated statement of activities as unrestricted or temporarily restricted support depending on donor restrictions, if any, placed on the item at the time of accession.

Student Loans Receivable and U.S. Government Advances Refundable

Student loans receivable are carried at unpaid principal balances, which represent net realizable value. These loans have mandated interest rates and repayment terms subject to significant restrictions as to their transfer and disposition. Amounts received from the federal government to fund a portion of the student loans are ultimately refundable to the federal government and are classified as U.S. government advances refundable in the consolidated statement of financial position.

Investments

The estimated fair value of investments is based on quoted market prices, except for certain investments, principally limited partnerships and similar interests, for which quoted market prices are not available. The estimated fair value of limited partnerships and similar investments is based on valuations provided by external investment managers as of the measurement date. Because alternative investments are not readily marketable, their estimated fair value is subject to uncertainty and therefore may differ from the value that would have been used had a ready market for such investments existed. Such differences could be material.

Investment securities are exposed to various risks, such as interest rate, market, economic conditions, world affairs and credit risks. Due to the level of risk associated with certain investment securities, it is possible that changes in their values could occur in the near term and such changes could materially affect the reported amounts in the consolidated financial statements.

MARIST COLLEGE AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Deposits with Trustees

Deposits with trustees represent funds held by designated bond trustees for debt service payments and future construction costs. Deposits with trustees are held in cash and money market funds, are recorded at fair value, and were classified as Level 1 within the fair value hierarchy as of June 30, 2014 and 2013.

Land, Buildings and Equipment

Land, buildings and equipment purchased in excess of \$5,000 are recorded at cost or, if donated, at fair value at the date of the donation. Depreciation is computed on a straight-line basis, using the half-year convention, over the estimated useful lives of the related assets as follows:

	<u>Years</u>
Buildings and building improvements	20 - 45
Ground improvements	15 - 20
Equipment, furniture and fixtures	3 - 10
Library books	5
Vehicles	5

Works of art, historical treasures and similar assets (collectively "Collections") have been recognized at their estimated fair value based upon appraisals or similar valuations at the date of acquisition or donation. Works of art, historical treasures and similar assets are capitalized but not depreciated.

Bond Issuance Costs

Bond issuance costs are amortized over the lives of the respective bonds to which they pertain and are reported net of amortization expense.

Deferred Income

Deferred income primarily consists of tuition and matriculation deposits and other payments for upcoming semesters that have been received prior to the fiscal year-end. As of June 30, 2014, deferred income also consists of \$2.7 million received from the College's dining service provider prior to the fiscal year-end, which will be recognized as revenue as earned over the contract term of 10 years.

Interest Rate Swap Obligation

The College makes limited use of derivative financial instruments, specifically an interest rate swap, for the purpose of managing interest rate risks associated with its variable rate debt obligations. An interest rate swap agreement is used to mitigate the variability of future changes in net assets and cash flows caused by movement in interest rates. The differentials paid or received on the interest rate swap agreement are recognized as adjustments to interest expense. The reported fair value of the interest rate swap obligation represents the cost to terminate the agreement at the measurement date, taking into account current and projected market interest rates. Changes in fair value are reported as part of nonoperating activities on the consolidated statement of activities.

MARIST COLLEGE AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

Revenue Recognition

Tuition revenues for the fall and spring terms are recognized in the academic semester to which they relate. Revenues and expenses relating to summer session activities are recognized as earned. The carrying value of student receivables has been reduced by an appropriate allowance for uncollectible accounts, based on historical collection experience and therefore approximates net realizable value. Receivables are written-off in the period in which they are deemed uncollectible.

Revenue from government grants and contracts is recognized when earned, that is, generally as related costs are incurred under the grant or contract. Amounts expended in excess of reimbursements are reported as accounts receivable on the consolidated statement of financial position.

Other income consists principally of revenue from student club activities and athletic events among others, and is recorded when earned on the consolidated statements of activities.

Functional Expenses

Operation and maintenance expenses, depreciation and amortization of plant assets and interest on long-term debt are allocated to program and supporting activities based on the primary use of the facilities.

Conditional Asset Retirement Obligation

Under accounting principles generally accepted in the United States of America ("U.S. GAAP"), the College is required to recognize the costs associated with the eventual remediation and abatement of asbestos located within the construction of certain of its buildings. However, based on the results of surveys performed by independent environmental consultants, the College concludes that the cost of remediation is immaterial to the accompanying consolidated financial statements, and accordingly, has not recognized a liability for this obligation as of June 30, 2014 and 2013.

Income Taxes

Tax effects from an uncertain tax position are recognized in the consolidated financial statements only if the position is "more-likely-than-not" to be sustained if the position were to be challenged by a taxing authority. The assessment of the tax position is based solely on the technical merits of the position, without regard to the likelihood that the tax position may be challenged. The College is exempt from income tax under IRC Section 501(c)(3), though it is subject to tax on income unrelated to its exempt purposes, unless that income is otherwise excluded by the Code. The tax years ending June 30, 2011, 2012, 2013, and 2014 are still open to audit for both federal and state purposes.

Advertising

Advertising costs are expensed as incurred. Advertising expense amounted to \$1,759,261 and \$1,827,652 for the years ended June 30, 2014 and 2013, respectively.

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. In addition, estimates and assumptions are used to determine disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the

MARIST COLLEGE AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

reporting period. Actual results could differ from those estimates. Estimates are used in the determination of depreciation, post-retirement benefits, allowance for doubtful accounts, contributions receivable, certain accrued liabilities and certain overhead allocations, among others.

Concentrations of Credit Risk

The College maintains its cash and money market funds with high credit quality financial institutions, which at times may exceed federally insured limits. The College has not experienced, nor does it anticipate, any losses with respect to such accounts. The College has a significant investment in equities, fixed income securities, mutual and exchange-traded funds and alternative investments, both marketable and non-marketable, and is therefore subject to concentrations of credit risk.

Measure of Operations

The accompanying consolidated statements of activities present the changes in net assets distinguishing between operating and nonoperating activities. Operating activities principally include all revenues and expenses that relate to the College's educational programs, research, training and supporting activities. Operating revenues also include investment return pursuant to the College's spending rate policy earned on long-term investments held for endowment and similar purposes.

The College has defined nonoperating activities principally to include investment income earned, and gains and losses on investments held for long-term purposes and gift revenue restricted or designated for long-term investment or capital expenditures, net of amounts distributed to support operations in accordance with the endowment spending policy; gains or losses on interest rate swap obligations; and activity related to pension and post-retirement benefit plans. Certain other gains and losses considered to be of a more unusual or non-recurring nature are also included as part of nonoperating activities.

Reclassifications

Certain reclassifications of prior year amounts have been made to conform to the current year presentation. Such reclassifications did not change total assets, liabilities, revenues, expenses or changes in net assets as reflected in the fiscal 2014 consolidated financial statements.

Subsequent Events

The College evaluated its June 30, 2014 consolidated financial statements for subsequent events through November 11, 2014, the date the consolidated financial statements were issued. The College is not aware of any subsequent events which would require recognition or disclosure in the consolidated financial statements.

2. SHORT-TERM INVESTMENTS

Short-term investments consist of a short-term bond fund comprised primarily of U.S. Government obligations and obligations of government-sponsored entities. The fair value as of June 30, 2014 and 2013 is \$18,279,060 and \$18,064,262, including \$84,453 and \$219,832 in unrealized depreciation, respectively.

MARIST COLLEGE AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

3. ACCOUNTS RECEIVABLE, NET

Accounts receivable, net, consists of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Student accounts receivable	\$ 970,961	\$ 1,877,919
Less: allowance for doubtful accounts	<u>(229,045)</u>	<u>(232,785)</u>
	741,916	1,645,134
Grants and contracts receivable	3,718,461	860,382
Other receivables	<u>1,178,197</u>	<u>1,184,959</u>
Accounts receivable, net	<u>\$ 5,638,574</u>	<u>\$ 3,690,475</u>

4. CONTRIBUTIONS RECEIVABLE, NET

Contributions receivable, net, consists of unconditional promises to give and are summarized as follows at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Unconditional promises to give are expected to be collected in:		
Less than one year	\$ 1,968,269	\$ 1,898,655
One to five years	2,190,664	2,194,375
More than five years	<u>823,043</u>	<u>800,105</u>
	4,981,976	4,893,135
Less:		
Allowance for uncollectible amounts	(394,618)	(365,911)
Discount to present value (with rates ranging from 0.11% to 4.92%)	<u>(582,191)</u>	<u>(596,091)</u>
Contributions receivable, net	<u>\$ 4,005,167</u>	<u>\$ 3,931,133</u>

The College had outstanding conditional pledges and bequests of approximately \$1,395,745 and \$2,070,745 at June 30, 2014 and 2013, respectively, which, in accordance with U.S. GAAP, have not been recorded in the accompanying consolidated financial statements.

5. STUDENT LOANS RECEIVABLE

The College makes uncollateralized loans to students based on financial need. Student loans are funded through federal government loan programs or institutional resources. At June 30, 2014 and 2013, student loans represented 1.06% and 1.10% of total assets and totaled \$6,110,266 and \$5,836,494, respectively.

The College participates in the federal Perkins revolving loan program. The availability of funds for loans under this program is dependent on reimbursements to the pool from repayments on outstanding loans. Funds advanced by the Federal government of \$5,478,819 and \$5,206,629 at June 30, 2014 and 2013,

MARIST COLLEGE AND AFFILIATES
Notes to Consolidated Financial Statements
June 30, 2014 and 2013

respectively, are ultimately refundable to the government and are classified as liabilities in the consolidated statements of financial position. Outstanding loans cancelled under the program result in a reduction of the funds available for future loans and a decrease in the College's liability to the government.

Amounts due under the federal Perkins loan program are almost fully guaranteed by the government and, therefore, no reserves are placed on any past due balances.

6. INVESTMENTS

The fair value of investments at June 30, 2014 and 2013, is as follows:

	<u>2014</u>	<u>2013</u>
Endowments and other investible funds:		
Cash and cash equivalents	\$ 19,521,178	\$ 1,519,539
Fixed income securities	8,835,206	28,712,868
Domestic equity securities	27,957,534	77,410,333
International equity securities	39,838,833	39,826,797
Global real estate funds	-	8,713,993
Asset allocation funds	-	6,024,173
Commingled fund	79,993,795	11,158,684
Hedge funds	43,329,719	11,920,631
Private equity	872,590	268,156
Total pooled investments	<u>220,348,855</u>	<u>185,555,174</u>
Operating and other investments:		
Cash and cash equivalents	16,411	16,769
Domestic equity securities	138,915	105,437
Investment in TIAA-CREF annuities and mutual funds	384,765	441,315
Total operating and other investments	<u>540,091</u>	<u>563,521</u>
Total investments	<u>\$ 220,888,946</u>	<u>\$ 186,118,695</u>

Investment returns (losses) on short-term and long-term investments and the classification in the consolidated statements of activities for the years ended June 30, 2014 and 2013 is as follows:

	<u>2014</u>			
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowments and other investible funds:				
Dividends and interest	\$ 2,603,165	\$ 400,461	\$ 339	\$ 3,003,965
Realized gains	37,448,507	9,295,191	-	46,743,698
Unrealized depreciation	(11,716,592)	(2,882,975)	-	(14,599,567)
Total return on pooled investments	28,335,080	6,812,677	339	35,148,096
Operating and other investments:				
Dividends and interest	2,124	-	-	2,124
Realized gains	14,642	-	-	14,642
Unrealized appreciation	30,116	-	-	30,116
Net investment income	<u>\$ 28,381,962</u>	<u>\$ 6,812,677</u>	<u>\$ 339</u>	<u>\$ 35,194,978</u>

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	2013			Total
	Unrestricted	Temporarily Restricted	Permanently Restricted	
Endowments and other investible funds:				
Dividends and interest	\$ 2,360,870	\$ 477,701	\$ 411	\$ 2,838,982
Realized gains	11,988,650	-	-	11,988,650
Unrealized appreciation	6,827,824	1,688,289	-	8,516,113
Total return on pooled investments	21,177,344	2,165,990	411	23,343,745
Operating and other investments:				
Dividends and interest	459,545	-	-	459,545
Realized gains	1,794	-	-	1,794
Unrealized appreciation	152,445	-	-	152,445
Net investment income	<u>\$ 21,791,128</u>	<u>\$ 2,165,990</u>	<u>\$ 411</u>	<u>\$ 23,957,529</u>

7. CONSTRUCTION IN PROGRESS

Construction in progress consists of the following at June 30, 2014 and 2013:

	2014	2013
North Campus Housing project	\$ 2,250,827	\$ -
Student Center Rotunda recladding	2,103,957	89,987
Lowell Thomas renovation project phase II	1,211,970	-
Campus landscape improvements	446,001	-
Fulton Street warehouse renovation	300,500	-
Multi-purpose academic building/student center renovation	-	20,717,601
Other projects and renovations	524,797	420,365
Total construction in progress	<u>\$ 6,838,052</u>	<u>\$ 21,227,953</u>

The North Campus Housing project will consist of four residence halls totaling 796 beds to be constructed in two phases at an estimated cost of \$108 million. The first phase is estimated to be completed in August 2016, and the second phase is expected to be completed in August 2017. The estimated costs to complete the recladding of the Student Center Rotunda total approximately \$6.95 million with an anticipated completion date of early December 2014. Completion of the second phase of the Lowell Thomas Communications Center phase II renovation is expected by late November 2014, at a cost of \$5 million. The estimated costs to be incurred in fiscal 2015 to complete other renovations and projects at the College total approximately \$6 million.

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8. LAND, BUILDINGS AND EQUIPMENT, NET

Land, buildings, and equipment consist of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Buildings and building improvements	\$ 351,810,810	\$ 317,495,652
Equipment, furniture and fixtures	59,111,418	53,701,123
Equipment acquired under capital leases	<u>1,675,480</u>	<u>1,675,480</u>
	412,597,708	372,872,255
Less: Accumulated depreciation	<u>(159,366,448)</u>	<u>(148,614,585)</u>
	253,231,260	224,257,670
Land	13,889,708	13,776,184
Art work and collectibles	<u>7,540,122</u>	<u>7,118,455</u>
Land, buildings, and equipment, net	<u>\$ 274,661,090</u>	<u>\$ 245,152,309</u>

Depreciation expense for the years ended June 30, 2014 and 2013 totaled \$12,585,692 and \$11,675,737, respectively, and is allocated to functional expense categories on the accompanying consolidated statements of activities.

9. BOND ISSUANCE COSTS

Bond issuance costs consist of the following at June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Bond issuance costs	\$ 1,800,765	\$ 2,300,410
Less: Accumulated amortization	<u>(443,291)</u>	<u>(665,875)</u>
Bond issuance costs, net	<u>\$ 1,357,474</u>	<u>\$ 1,634,535</u>

Amortization expense for the years ended June 30, 2014 and 2013 amounted to \$78,303 and \$94,445, respectively. During the year ended June 30, 2014, approximately \$301,000 of accumulated amortization on bond issuance costs was written off upon refunding the Series 1998A, 1999A and 2005A bonds through a private placement with TD Bank (see also Note 13).

10. PENSION PLANS

Defined Contribution Plans

The College has a defined contribution pension plan for all eligible employees as defined in the "Retirement Resolution." Pension obligations under the plan are funded monthly by the College as they become due. Contributions are applied to annuities for each participant by the Teachers Insurance and Annuity Association ("TIAA") and/or College Retirement Equities Fund ("CREF"). College contributions are dependent upon employee contributions in accordance with a schedule of percentages in the plan

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agreement. Employee contributions are normally made on a pre-tax basis unless an after tax agreement is so authorized by the employee. The College's contributions to the plan for the years ended June 30, 2014 and 2013 totaled \$4,483,074 and \$4,680,797, respectively.

The College funds a pension plan for all eligible employees in the SEIU Local 200 Union by participating in the pension plan provided by the 1199 Health Care Employees Pension Fund. The College's contribution is a fixed percentage of monthly gross wages for all employees covered under the agreement. The College's contributions for the years ended June 30, 2014 and 2013 totaled \$539,255 and \$476,050, respectively.

Deferred Compensation Plans

The College has deferred compensation plans for several employees based on years of service, which provide for cash payments at the end of the employment contract which are not guaranteed. The cost of the plans is being accrued over the period of active employment from the contract date. The liability under the agreements is determined based on the contributions required by the plans. The plans require annual contributions from \$25,000 to \$50,000, ranging from five to seven years and coincide with the end of the respective employee's contract. The plans require that the contributions be deposited in separate investment accounts. The assets related to these plans are maintained at TIAA-CREF, and are included in investments on the accompanying consolidated statements of financial position. The obligation related to these plans at June 30, 2014 and 2013 was \$157,704 and \$339,254, respectively, and is included in the accompanying consolidated statements of financial position as part of accounts payable and accrued liabilities. Total contributions to these plans for the years ended June 30, 2014 and 2013 totaled \$75,000 and \$175,000, respectively. The fair value of the assets related to these plans totaled \$157,704 and \$339,254 as of June 30, 2014 and 2013, respectively.

Defined Benefit Plan

The College has a non-qualified supplemental retirement plan for the President based on years of service, which provides for cash payments after retirement which are not guaranteed. The cost of the plan is being accrued over the period of active employment from the contract date. The College's obligation under the agreement is determined actuarially. The benefit obligation related to this plan at June 30, 2014 and 2013 totaled \$131,325 and \$76,847, respectively, and is included in the accompanying consolidated statements of financial position as part of accounts payable and accrued liabilities. The plan expires on June 30, 2016.

11. CHARITABLE REMAINDER TRUST

A donor has established and funded a trust under which the College serves as the custodian and trustee. Assets held in this trust are stated separately in the consolidated statements of financial position. The fair value of the assets at June 30, 2014 and 2013 totaled \$963,128 and \$963,030, respectively. Specified distributions are to be made to a designated beneficiary over the trust's term. Upon termination of the trust, the College receives the assets remaining in the trust. The trust is recorded as an increase to net assets at the fair value of the trust's assets, less the present value of estimated future payments to be made under the specific terms of the trust and is revalued at the end of each fiscal year.

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12. OBLIGATIONS UNDER CAPITAL LEASES

During the years ended June 30, 2014 and 2013, the College leased equipment under agreements that meet the criteria for capital lease treatment. The cost of the equipment acquired under these capital leases totaled \$1,675,480 and is included in the consolidated statements of financial position as part of land, buildings and equipment at June 30, 2014 and 2013, respectively. Accumulated depreciation of the equipment totaled \$1,509,386 and \$1,151,656 at June 30, 2014 and 2013, respectively. Amortization of assets under the capital leases is included within depreciation expense.

The future minimum lease payments required under these capital leases and the present value of the net minimum lease payments as of June 30, 2013, are as follows:

Fiscal year ending June 30,	Amount
2015	\$ 328,036
2016	93,771
Total future minimum lease payments	<u>421,807</u>
Less: amount representing interest	(11,883)
Present value of net minimum lease payments	<u>\$ 409,924</u>

13. LONG-TERM DEBT

Long-term debt consists of the following at June 30, 2014 and 2013:

<u>June 30, 2014</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Total</u>	
Dutchess County Industrial Development Agency:				
Series 2000-A Variable Rate Demand Bonds	July 1, 2031	0.06 %*	14,930,000	C
Series 2008-A Variable Rate Demand Bonds	July 1, 2038	0.06 %*	17,955,000	E
Dutchess County Local Development Corp.				
Series 2012-A Revenue Bonds	July 1, 2021	2.43 %	13,420,000	F
Series 2013-A Fixed Rate Bonds	July 1, 2043	4.04 %	14,710,000	G
Series 2013B-1 Revenue Bonds	July 1, 2028	0.54 %	6,505,000	H
Series 2013B-2 Revenue Bonds	July 1, 2028	0.54 %	9,935,000	H
Series 2013B-3 Revenue Bonds	July 1, 2035	0.54 %	<u>16,605,000</u>	H
Total principal			94,060,000	
Unamortized bond premium			<u>1,958,589</u>	
Total long-term debt			<u>\$ 96,018,589</u>	

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<u>June 30, 2013</u>	<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Total</u>	
Dutchess County Industrial Development				
Agency:				
Series 1998-A Variable Rate Demand Bonds	July 1, 2028	0.08 %*	\$ 6,835,000	A
Series 1999-A Variable Rate Demand Bonds	July 1, 2028	0.08 %*	10,400,000	B
Series 2000-A Variable Rate Demand Bonds	July 1, 2031	0.06 %*	15,460,000	C
Series 2005-A Variable Rate Demand Bonds	July 1, 2035	0.08 %*	17,085,000	D
Series 2008-A Variable Rate Demand Bonds	July 1, 2038	0.05 %*	18,395,000	E
Dutchess County Local Development Corp.				
Series 2012-A Revenue Bonds	July 1, 2021	2.43 %	13,420,000	F
Series 2013-A Fixed Rate Bonds	July 1, 2043	4.04 %	14,710,000	G
Total principal			96,305,000	
Unamortized bond premium			2,258,134	
Total long-term debt			<u>\$ 98,563,134</u>	

* The variable interest rate is the interest rate which, in the best judgment of the remarketing agent, is the lowest rate of interest which would permit the remarketing agent to sell such bonds in a secondary market at par plus accrued interest. Amounts shown represent the rate in effect as of June 30, 2014 and 2013.

A. Series 1998-A

On August 12, 1998, the College entered into an agreement with the Dutchess County Industrial Development Agency ("IDA") and BNY Capital Markets to issue variable rate demand civic facility revenue bonds in the amount of \$10,500,000. Proceeds were used to finance construction of student housing on West Cedar Street in Poughkeepsie, New York. Interest is payable semiannually based upon a variable rate not to exceed 12% per annum, which is adjusted weekly. Principal payments will be made annually through July 1, 2028 based upon a predetermined schedule. The initial principal payment was \$190,000 and gradually increases to \$610,000 in the final year. The collateral on the bonds is a mortgage on the Lower West Cedar Townhouses as well as all related furniture, fixtures and equipment. A letter of credit issued by JP Morgan Chase provides a liquidity facility for the bonds that expires in September 2013. This issue was refunded on September 12, 2013 as described in *Series 2013B* below.

B. Series 1999-A

On January 7, 1999, the College entered into an agreement with the Dutchess County IDA and BNY Capital Markets to issue variable rate demand bonds in the amount of \$15,000,000. Proceeds were used to finance construction of the College library and the humanities building. Interest is payable semiannually based upon a variable rate not to exceed 12% per annum, which is adjusted weekly. Principal payments will be made annually through July 1, 2028 based upon a predetermined schedule. The initial principal payment was \$270,000 and gradually increases to \$870,000 in the final year. The collateral on the bonds is a mortgage on the Cannavino Library and Fontaine Hall, as well as all related furniture, fixtures and equipment. A letter of credit issued by JP Morgan Chase provides a liquidity facility for the bonds that expires in September 2013. This issue was refunded on September 12, 2013 as described in *Series 2013B* below.

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C. Series 2000-A

On November 1, 2000, the College entered into an agreement with the Dutchess County IDA and BNY Capital Markets to issue variable rate demand bonds in the amount of \$20,000,000. Proceeds were used to finance construction of additional student townhouses on West Cedar Street in Poughkeepsie, New York and to make renovations to three existing dormitories. Interest is payable monthly based upon a variable rate not to exceed 12% per annum, which is adjusted weekly. Principal payments will be made annually through July 1, 2031 based upon a predetermined schedule. The initial principal payment was \$330,000 and gradually increases to \$1,175,000 in the final year. The collateral on the bonds is a mortgage on the Upper West Cedar Townhouses, Leo Hall, Sheahan Hall, Champagnat Hall, as well as all related furniture, fixtures and equipment. A letter of credit issued by TD Bank provides a liquidity facility for the bonds that expires in March 2015.

D. Series 2005-A

On March 22, 2005, the College entered into an agreement with the Dutchess County IDA and BNY Capital Markets to issue variable rate demand bonds in the amount of \$20,000,000. Proceeds were used to finance construction of additional student townhouses, parking and a pedestrian walkway on Fulton Street in Poughkeepsie, New York. Interest is payable monthly based upon a variable rate not to exceed 12% per annum, which is adjusted weekly. Principal payments will be made annually through July 1, 2035 based upon a predetermined schedule. The initial principal payment was \$370,000 and gradually increases to \$1,085,000 in the final year. The collateral on the bonds is a mortgage on the Upper Fulton Townhouses, 6 Terminal Road Parking Lot, as well as all related furniture, fixtures and equipment. A letter of credit issued by JP Morgan Chase provides a liquidity facility for the bonds that expires in September 2013. This issue was refunded on September 12, 2013 as described in *Series 2013B* below.

E. Series 2008-A

On January 1, 2008, the College entered into an agreement with the Dutchess County IDA and Morgan Stanley & Company to issue variable rate demand bonds in the amount of \$20,000,000. Proceeds were used to finance construction of additional student townhouses, parking lots and roadways on Fulton Street in Poughkeepsie, New York. Interest is payable monthly based upon a variable rate not to exceed 12% per annum, which is adjusted weekly. Principal payments will be made annually through July 1, 2038 based upon a predetermined schedule. The initial principal payment was \$380,000 and gradually increases to \$1,065,000 in the final year. The bonds have a springing lien on Lower Fulton Townhouses, as well as all related furniture, fixtures and equipment. A letter of credit issued by TD Bank provides a liquidity facility for the bonds that expires in January 2015.

F. Series 2012-A

On May 17, 2012, the College entered into an agreement with the Dutchess County Local Development Corporation and RBC Capital Markets to issue fixed rate serial bonds in the par amount of \$13,420,000. The College also recorded a premium amount on the bond of \$1,995,962. Proceeds were used to refund the Series 2003 bonds issued by the Dutchess County Industrial Development Agency. Accordingly, the College recognized a loss on the accompanying 2012 consolidated statement of activities for this refinancing. The Series 2003 bonds were issued to refund the Series 1990 and 1992 bonds issued by the Dormitory Authority of the State of New York. Interest is payable semiannually based on predetermined

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interest rates starting at 4.0% in the initial year and increasing to 5.0% in 2017. Principal payments will be made annually through July 1, 2021 based upon a predetermined schedule ranging from \$850,000 to \$2,070,000. There is no collateral on the bonds. Debt covenants include a debt service coverage ratio of at least 1.0.

G. Series 2013-A

On March 28, 2013, the College entered into an agreement with the Dutchess County Local Development Corporation and RBC Capital Markets to issue fixed rate serial bonds in the par amount of \$14,710,000. The College also recorded a premium amount on the bond of \$552,546. Proceeds were used to finance construction of multi-purpose academic building in Poughkeepsic, New York. Interest is payable annually based on predetermined interest rates starting at 2.0% in the initial year and increasing to 5.0% in 2033. Principal payments will be made annually through July 1, 2043 based upon a predetermined schedule ranging from \$290,000 to \$835,000. There is no collateral on the bonds. Debt covenants include a debt service coverage ratio of at least 1.0.

H. Series 2013B

On September 12, 2013, the College converted the Series 1998-A, 1999-A, and 2005-A bonds totaling \$33,045,000 from variable rate bonds to revenue bonds, whereby TD Bank became the sole holder of these bonds until they expire.

Proceeds from the Series 2013B-1 bonds of \$6,505,000 were used primarily to refund the Dutchess County IDA Series 1998-A bonds which were previously used for the construction of the West Cedar student housing facility. Proceeds from the Series 2013B-2 bonds of \$9,935,000 were used primarily to refund the Dutchess County IDA Series 1999-A bonds which were previously used for the construction of the library facility and humanities building. Proceeds from the Series 2013B-3 bonds of \$16,605,000 were used primarily to refund the Dutchess County IDA 2005-A bonds which were previously used for the construction of the Upper Fulton Street student housing facility. The remaining proceeds from the Series 2013B bonds were used to pay the bond issuance and other costs associated with the Series 2013B issue.

Interest is paid monthly based on a variable rate using LIBOR. Principal payments will be made annually through July 1, 2028 for the Series 2013B-1 and 2013B-2 bonds and through July 1, 2035 for the Series 2013B-3 bonds, based on a predetermined schedule ranging from \$865,000 to \$2,225,000. There is no collateral on the bonds. The three letters of credit associated with the Series 1998-A, 1999-A and 2005-A bonds with JP Morgan were terminated.

At June 30, 2014 and 2013, interest expense related to long-term debt totaled \$1,275,179 and \$1,279,838, respectively.

The letters of credit issued by TD Bank require the College to meet certain financial and reporting covenants. The College is in compliance with all required loan covenants at June 30, 2014.

Based on current rates and credit qualities, the fair value of long-term debt approximates carrying amounts.

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At June 30, 2014 aggregate principal maturities of long-term debt for each of the next five years and in total thereafter are as follows:

Fiscal year ending:	
2015	\$ 3,465,000
2016	4,280,000
2017	4,450,000
2018	4,630,000
2019	4,850,000
Thereafter	<u>72,385,000</u>
	94,060,000
Plus: unamortized bond premium	<u>1,958,589</u>
Total	<u>\$ 96,018,589</u>

14. INTEREST RATE SWAP OBLIGATION

In order to mitigate the College's interest rate exposure on variable rate debt obligations, the College entered into an interest rate swap agreement with Morgan Stanley Capital Services, Inc. (the "Counterparty"). The notional principal amount of the swap was \$47,975,000 and \$49,780,000 at June 30, 2014 and 2013, respectively. The swap agreement matures on July 1, 2035, which coincides with the Series 2013B-3 bond obligations. Under the terms of the agreement, the College will continue to pay the bondholders interest at variable rates. The Counterparty will reimburse the College a variable interest rate at 68% of LIBOR (0.1570% and 0.1862% at June 30, 2014 and 2013, respectively) while the College is obligated to pay the Counterparty a fixed rate of 3.42%.

The fair value of this obligation as of June 30, 2014 and 2013 totals \$6,601,083 and \$6,770,945, respectively, and is categorized as Level 2 within the fair value hierarchy. The change in the fair value of this obligation totals \$169,862 and \$3,885,963 during the years ended June 30, 2014 and 2013, respectively, and is included in the accompanying consolidated statements of activities as change in fair value of interest rate swap obligation.

Additional interest paid by the College related to the swap agreement amounted to approximately \$1,561,646 and \$1,586,866 for the years ended June 30, 2014 and 2013, respectively.

Under the terms of the agreement, cash serves as collateral when the fair value of the swap liability exceeds a threshold of \$10 million. The cash is restricted as to withdrawal or use and is held in custody by the Counterparty. As of June 30, 2014 and 2013 the College had no restricted cash.

The swap agreement contains provisions that require the College to meet certain financial covenants. The College was in compliance with these covenants at June 30, 2014. Had the College not been in compliance, an additional termination event will occur and the Counterparty has the right to early terminate the agreement and the College will be responsible for a settlement amount based on market quotation.

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15. POST-RETIREMENT HEALTH CARE BENEFITS

The College sponsors three defined benefit post-retirement plans which cover substantially all employees that attain either pre-defined ages and/or years of service, or retirement with a disability benefit. The College offers a medical benefits plan, a dental benefits plan and a life insurance benefits plan. Under the medical plan, eligible retirees have a choice of one indemnity plan and one PPO. Both the indemnity plan and the PPO plan are contributory with retiree contributions adjusted annually. For all active and new employees, only the PPO plan is available. Effective July 1, 2012, the College's Board of Trustees froze the postretirement plan and it is now closed to new participants.

The following table provides a reconciliation of the changes in the Plans' benefit obligations and fair value of assets for the years ended June 30, 2014 and 2013:

	<u>2014</u>	<u>2013</u>
Reconciliation of benefit obligation:		
Obligation at beginning of year	\$ 8,474,177	\$ 8,577,334
Service cost, including expenses	150,445	265,931
Interest cost	283,733	343,760
Plan participants' contributions	306,154	230,814
Amendments	-	-
Actuarial gain	(952,601)	(79,085)
Benefits payments and expected expenses	(1,432,621)	(928,884)
Medicare Part D reimbursements	-	64,307
Obligation at end of year	<u>6,829,287</u>	<u>8,474,177</u>
Reconciliation of fair value of plan assets:		
Fair value of plan assets at beginning of year	-	-
Employer contributions	1,126,467	633,763
Plan participants' contributions	306,154	230,814
Benefit payments and actual expenses	(1,432,621)	(928,884)
Medicare Part D reimbursements	-	64,307
Fair value of plan assets at end of year	<u>-</u>	<u>-</u>
Unfunded status at end of year	<u>\$ 6,829,287</u>	<u>\$ 8,474,177</u>

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The effect of a one-percentage-point increase/decrease in the assumed health care cost trend rates for each future year on the accumulated post-retirement benefit obligation for health care benefits and the aggregate on the service and interest cost components of net periodic postretirement health care benefit cost are shown below:

	Post-Retirement Benefits	
	Accumulated Post-retirement Benefit Obligation	Service Cost Plus Interest Cost
At trend	\$ 6,829,287	\$ 434,178
At trend + 1%	8,134,646	513,088
Dollar impact	1,305,359	78,910
Percentage impact	19.11 %	18.17 %
At trend - 1%	5,993,779	383,672
Dollar impact	(835,508)	(50,506)
Percentage impact	(12.23)%	(11.63)%

The amounts recognized in unrestricted net assets on the consolidated statements of financial position at June 30, 2014 and 2013, consisted of:

	2014	2013
Prior service cost	\$ (6,915,378)	\$ (7,375,336)
Actuarial gain	2,870,954	3,959,092
Total	<u>\$ (4,044,424)</u>	<u>\$ (3,416,244)</u>

Components of net periodic cost on the consolidated statements of activities for the years ended June 30, 2014 and 2013 consist of the following:

	2014	2013
Net periodic benefit cost:		
Service cost	\$ 150,445	\$ 265,931
Interest cost	283,733	343,760
Amortization of prior service cost	(459,958)	(459,958)
Amortization of net loss	135,537	412,705
Net periodic benefit cost	<u>\$ 109,757</u>	<u>\$ 562,438</u>

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Amounts recognized in unrestricted net assets as of June 30, 2014 and 2013 are as follows:

	<u>2014</u>	<u>2013</u>
Prior service credit	\$ -	\$ -
Net gain	(952,601)	(79,085)
Amortization of prior service cost	459,958	459,958
Amortization of net loss	<u>(135,537)</u>	<u>(412,705)</u>
Total other amounts recognized in unrestricted net assets	<u>\$ (628,180)</u>	<u>\$ (31,832)</u>

The expected effect in unrestricted net assets of the estimated transition obligation, prior service credit, and net loss for the Plan that will be recognized as components of net periodic benefit cost for the year ending June 30, 2015 are \$0, \$459,958 and (\$210,947), respectively.

Weighted average assumptions as of June 30th (measurement date):

	<u>2014</u>	<u>2013</u>
Discount rate	3.97 %	4.46 %
Expected return on Plan assets	N/A	N/A
Assumed pre-65 medical trend rates:		
Initial trend rate for the coming fiscal year	7.50 %	8.00 %
Ultimate trend rate	5.00 %	5.00 %
Year that the rate reaches ultimate trend rate	2024	2022
Assumed post-65 medical trend rates:		
Initial trend rate for the coming fiscal year	6.25 %	6.50 %
Ultimate trend rate	5.00 %	5.00 %
Year that the rate reaches ultimate trend rate	2024	2022
Assumed prescription drug trend rates:		
Initial trend rate for the coming fiscal year	6.75 %	7.00 %
Ultimate trend rate	5.00 %	5.00 %
Year that the rate reaches ultimate trend rate	2024	2022

The following schedule summarizes the benefits to be paid by the Plan in each of the next five years along with the aggregate to be paid for the five years thereafter:

Fiscal year ending June 30th	<u>Net Benefits</u>
2015	\$ 530,879
2016	483,702
2017	480,422
2018	447,934
2019	445,134
2020 through 2024	<u>2,525,228</u>
Total	<u>\$ 4,913,299</u>

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The College's post-retirement benefit plan prescription drug coverage is at least actuarially equivalent to the new Medicare coverage. The disclosure reflects, as of June 30, 2014, the subsidy payments from Medicare that commenced in 2007. The value of the subsidy is reflected as an actuarial gain and reduces the Plan's accumulated post-retirement benefit obligation, service cost and the net periodic post-retirement benefit cost.

16. FAIR VALUE MEASUREMENTS

Assets and liabilities measured at fair value on a recurring basis at June 30, 2014 are as follows:

	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
ASSETS				
Short-term investments:				
Fixed income securities	\$ 18,279,060	\$ 18,279,060	\$ -	\$ -
Assets held in charitable remainder trusts:				
Cash equivalents	963,128	-	963,128	-
Endowments and other investible funds:				
Cash equivalents	19,521,178	19,521,178	-	-
Fixed income securities	8,835,206	8,835,206	-	-
Domestic equity securities	27,957,534	27,957,534	-	-
International equity securities	39,838,833	39,838,833	-	-
Commingled funds	79,993,795	-	79,993,795	-
Hedge funds	43,329,719	-	16,689,940	26,639,779
Private equity	872,590	-	-	872,590
Total pooled investments	<u>220,348,855</u>	<u>96,152,751</u>	<u>96,683,735</u>	<u>27,512,369</u>
Other investments:				
Cash equivalents	16,411	16,411	-	-
Domestic equity securities	138,915	138,915	-	-
Investment in TIAA-CREF annuities and mutual funds	384,765	-	384,765	-
Total assets	<u>\$ 240,131,134</u>	<u>\$ 114,587,137</u>	<u>\$ 98,031,628</u>	<u>\$ 27,512,369</u>
LIABILITIES				
Interest rate swap obligation	<u>\$ 6,601,083</u>	<u>\$ -</u>	<u>\$ 6,601,083</u>	<u>\$ -</u>

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Assets and liabilities measured at fair value on a recurring basis at June 30, 2013 were as follows:

	<u>Fair Value</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
ASSETS				
Short-term investments:				
Fixed income securities	\$ 18,064,262	\$ 18,064,262	\$ -	\$ -
Assets held in charitable remainder trusts:				
Cash equivalents	963,030	-	963,030	-
Endowments and other investible funds:				
Fixed income securities	28,712,868	28,712,868	-	-
Domestic equity securities	77,410,333	77,410,333	-	-
International equity securities	39,826,797	25,334,535	14,492,262	-
Global real estate funds	8,713,993	8,713,993	-	-
Asset allocation funds	6,024,173	6,024,173	-	-
Commingled fund	11,158,684	-	11,158,684	-
Hedge funds	11,920,631	-	5,911,795	6,008,836
Private equity	268,156	-	-	268,156
Total pooled investments	<u>184,035,635</u>	<u>146,195,902</u>	<u>31,562,741</u>	<u>6,276,992</u>
Other investments:				
Cash equivalents	16,769	16,769	-	-
Domestic equity securities	105,437	105,437	-	-
Investment in TIAA-CREF annuities and mutual funds	441,315	-	441,315	-
Total assets	<u>\$ 203,626,448</u>	<u>\$ 164,382,370</u>	<u>\$ 32,967,086</u>	<u>\$ 6,276,992</u>
LIABILITIES				
Interest rate swap obligation	<u>\$ 6,770,945</u>	<u>\$ -</u>	<u>\$ 6,770,945</u>	<u>\$ -</u>

Fair values of financial instruments measured using Level 3 inputs at June 30, 2014 and 2013 are as follows:

	<u>2014</u>	<u>2013</u>
Fair value, beginning of year	\$ 6,276,992	\$ 5,440,201
Purchases	20,625,000	276,488
Redemptions	(38,822)	-
Realized and unrealized gains	649,199	560,303
Fair value, end of year	<u>\$ 27,512,369</u>	<u>\$ 6,276,992</u>

All net unrealized gains (losses) in the table above are reflected in net realized and unrealized gains (losses) in the accompanying consolidated statements of activities. Management fees approximating \$179 thousand and \$111 thousand, are included within realized and unrealized gains within the rollforward above for the years ended June 30, 2014 and 2013, respectively.

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The College uses the NAV to determine the fair value of all the underlying investments which (a) do not have a readily determinable fair value and (b) prepare their financial statements consistent with the measurement principles of an investment company or have the attributes of an investment company. The following table lists investments by major category as of June 30, 2014 and 2013:

2014							
Fund Strategy	Number of Funds	NAV	Remaining Life	\$ Amount of Unfunded Commitments	Timing to Draw Down Commitments	Notice Required	Lock-up and Redemption Terms
Multi-Strategy Hedge Fund of Funds	14	\$ 43,329,719	N/A	None	N/A	45 - 90 days	Redemptions range from monthly to bi-annually; 5 funds have lock-ups ranging from 3 months to 33 months; 1 fund has a quarterly gate of 25% and 1 fund has annual gate of 33%
Private equity	2	872,590	1 fund with 8 years and 1 fund with 15 years	\$ 9,138,822	N/A	1 fund with 30 days and 1 fund with no liquidity	N/A
Commingled funds	9	79,993,795	N/A	None	N/A	5 - 60 days	Redemptions range from daily to monthly
2013							
Fund Strategy	Number of Funds	NAV	Remaining Life	\$ Amount of Unfunded Commitments	Timing to Draw Down Commitments	Notice Required	Lock-up and Redemption Terms
Multi-Strategy Hedge Fund of Funds	2	\$ 11,920,631	N/A	None	N/A	90 - 95 days	1 fund with 90 day liquidity and 1 fund with 180 day liquidity after 90 - 95 days notice.
Commingled fund	1	11,158,684	N/A	None	N/A	1 day	Daily liquidity
International Equity - Value	1	14,492,262	N/A	None	N/A	30 days	Monthly liquidity
Private equity	1	268,156	N/A	\$ 4,725,000	N/A	30 days	N/A

17. NET ASSETS

Net assets consist of the following at June 30, 2014 and 2013:

	2014	2013
Unrestricted net assets:		
For general operations	\$ 224,652,215	\$ 188,168,351
Designated for quasi-endowment	9,147,459	7,456,851
Designated for investment in plant	130,430,395	120,093,047
	<u>364,230,069</u>	<u>315,718,249</u>
Temporarily restricted net assets:		
Instruction, research and divisional support	5,183,455	5,319,722
Building and construction activities	17,909,751	18,371,788
Scholarships and endowment	18,811,703	12,584,773
	<u>41,904,909</u>	<u>36,276,283</u>
Permanently restricted net assets:		
Endowment funds	27,343,762	26,660,430
Total net assets	<u>\$ 433,478,740</u>	<u>\$ 378,654,962</u>

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18. ENDOWMENT

The College's endowment consists of both donor-restricted endowment funds established for a variety of purposes and funds designated by the College's Board of Trustees to function as quasi-endowments. Net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

On September 17, 2010, New York State passed the New York State Prudent Management of Institutional Funds Act ("NYPMIFA"), its version of the Uniform Prudent Management of Institutional Funds Act ("UPMIFA"). All not-for-profit organizations formed in New York must apply this law. The College classifies donor-restricted endowment funds as permanently restricted net assets, unless otherwise stipulated by the donor as follows: (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 funds.

From time to time, the fair value of assets associated with an individual donor-restricted endowment fund may fall below the fund's historic dollar value. Under NYPMIFA, the College may spend below the historical dollar value of its endowment funds, if determined to be prudent, unless specific donors have stipulated to the contrary. The College has received instructions from donors, who have contributed \$319,829 and \$302,177 in permanently restricted contributions (with a fair value of \$453,285 and \$376,794 as of June 30, 2014 and 2013), for which the College must maintain the historical dollar value of these funds. At June 30, 2014 and 2013, the College had not spent below the historical dollar value of its endowments.

The investment objectives for the College's endowment are to preserve the principal value of those funds, in both absolute as well as real terms, and to maximize, over the long-term, the total rate of return earned without assuming an unreasonable degree of risk. In connection with these investment objectives, the Board of Trustees has adopted a spending policy. The amount available for spending is determined annually by applying a rate of 5% to the average fair value of the endowment for the preceding three fiscal years.

The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until such amounts are appropriated for expenditure by the College's Board of Trustees in a manner consistent with the standard of prudence prescribed by NYPMIFA. In accordance with NYPMIFA, the College considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the endowment fund
- (2) The purposes of the College and its donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the College
- (7) The investment policies of the College and
- (8) Where appropriate, alternatives to spending from the donor-restricted endowment fund and the possible effects on the College.

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The tables which follow present information with respect to the College's endowment, inclusive of pledges, as of June 30, 2014:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 18,811,703	\$ 27,343,762	\$ 46,155,465
Board-designated endowment funds	9,147,459	-	-	9,147,459
Total endowment net assets	<u>\$ 9,147,459</u>	<u>\$ 18,811,703</u>	<u>\$ 27,343,762</u>	<u>\$ 55,302,924</u>

The tables which follow present information with respect to the College's endowment, inclusive of pledges, as of June 30, 2013:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 12,584,773	\$ 26,660,430	\$ 39,245,203
Board-designated endowment funds	7,456,851	-	-	7,456,851
Total endowment net assets	<u>\$ 7,456,851</u>	<u>\$ 12,584,773</u>	<u>\$ 26,660,430</u>	<u>\$ 46,702,054</u>

Changes in endowment net assets for the year ended June 30, 2014 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ 7,456,851	\$ 12,584,773	\$ 26,660,430	\$ 46,702,054
Dividends and interest	82,008	400,461	339	482,808
Net realized and unrealized appreciation				
on investments	1,312,351	6,412,216	-	7,724,567
Contributions	25,042	-	655,823	680,865
Transfers amongst net asset categories	300,000	(66,770)	27,170	260,400
Awards made	(28,793)	(518,977)	-	(547,770)
Endowment net assets, end of year	<u>\$ 9,147,459</u>	<u>\$ 18,811,703</u>	<u>\$ 27,343,762</u>	<u>\$ 55,302,924</u>

Changes in endowment net assets for the year ended June 30, 2013 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, beginning of year	\$ 6,998,606	\$ 10,841,879	\$ 25,048,359	\$ 42,888,844
Dividends and interest	97,115	477,701	411	575,227
Net realized and unrealized appreciation				
on investments	343,349	1,688,289	-	2,031,638
Contributions	36,330	25,633	1,564,160	1,626,123
Transfers amongst net asset categories	-	-	47,500	47,500
Awards made	(18,549)	(448,729)	-	(467,278)
Endowment net assets, end of year	<u>\$ 7,456,851</u>	<u>\$ 12,584,773</u>	<u>\$ 26,660,430</u>	<u>\$ 46,702,054</u>

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19. NET ASSETS RELEASED FROM RESTRICTIONS

Net assets released from donor restrictions due to the passage of time and/or satisfying the restricted purposes specified by the donors are as follows:

	<u>2014</u>	<u>2013</u>
Capital projects - Hancock Center	\$ 2,028,070	\$ 1,020,600
Scholarships	575,462	511,925
Instruction, research and divisional support	827,870	785,107
Total	<u>\$ 3,431,402</u>	<u>\$ 2,317,632</u>

20. DEVELOPMENT EXPENSES

The College incurred expenses amounting to \$2,392,878 and \$1,963,077 related to development and fundraising for the years ended June 30, 2014 and 2013, respectively. Such amounts are included in institutional support on the accompanying consolidated statements of activities.

21. SELF-INSURED MEDICAL BENEFITS

The College has a self-insured hospitalization and medical coverage program for its employees. The College is limiting its losses through the use of stop-loss policies through reinsurers. Specific individual family losses for claims are limited to \$175,000 per plan year. The College's aggregate annual loss limitation for the plan years ended March 31, 2014 and 2013 was \$13,187,919 and \$11,850,383, respectively. The amount reserved for these items at June 30, 2014 and 2013 totals \$854,441 and \$747,236, respectively, and is included in accounts payable and accrued liabilities in the accompanying consolidated statements of financial position.

Management believes they have adequately provided for all claims incurred in the accompanying consolidated financial statements, however, since the accrued liability is based on estimates, the College's ultimate liability may exceed or be less than the amounts accrued. The methods of making such estimates and establishing the accrual are reviewed continually and any resulting adjustments are reflected in change in net assets for the current year.

22. RELATED PARTY TRANSACTIONS

Unconditional promises to give include approximately \$1.3 million due from Board members and entities related to Board members as of June 30, 2014 and 2013, respectively. Additionally, the College had approximately \$165,000 and \$175,000, due from employees as of June 30, 2014 and 2013, respectively.

23. COMMITMENTS AND CONTINGENCIES

The College is subject to various litigation incidental to its business activities. Management and its counsel believe that existing insurance policies are sufficient and that pending litigation will not have a material adverse effect on the College's financial position, operations and cash flows.

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The College is a member of the New York College & University Risk Management Group Trust. The Trust was created for the purpose of providing and securing workers compensation insurance for its members. There is a statutory requirement that each member be jointly and severally liable with all other members for the compensation and medical liability accruing during its participation in the Group Trust. Such liability shall survive the member's termination from the Group or active participation in the Program. As of June 30, 2014 and 2013, the College believes there is no exposure for future liabilities.

The College leases space in Fishkill, New York in conjunction with its School of Global and Professional Programs under a non-cancellable operating lease agreement. The agreement also requires the College to pay for its share of utilities, real estate taxes, insurance and property management fees, as well as the operation of common areas. The Fishkill lease expires in April 2015.

The College has five separate leases for residential and classroom space in Florence, Italy for its international program. The agreements also require the College to pay for its share of utilities and registration fees. Leases expire in July 2014, May 2015, August, 2015 and December 2015.

Additionally, the College leases automobiles, copier equipment, and other equipment under operating leases with terms ranging from three to five years.

In addition to the benefits described in Note 10 above, the College has employment agreements in place that extend through fiscal 2019.

The minimum future lease commitments under the above operating leases and other contractual commitments are as follows:

Fiscal year ending:

2015	\$ 2,530,620
2016	1,007,649
2017	476,109
2018	423,222
2019	<u>351,667</u>
Total	<u>\$ 4,789,267</u>

Rental expense for the years ended June 30, 2014 and 2013 amounted to \$805,262 and \$984,902, respectively.

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.

“Affiliate” shall mean a corporation, partnership, association, limited liability company, joint venture, business trust or similar entity organized under the laws of any state that directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common contract with, the College.

“Annual Debt Service” means the actual sum of the principal and sinking fund installments of and interest on outstanding long-term debt payable during a fiscal year provided that (a) with respect any debt that bears a variable rate of interest the debt service shall include any credit enhancement costs and (b) with respect to any long-term debt subject to an interest rate exchange agreement, the debt service shall include the net payments made to or received from the counterparty. With respect to principal and sinking fund installments paid in any fiscal year on outstanding balloon long-term debt (25% or more of the original principal amount thereof matures, or is required to be purchased by the College, either automatically or at the option of the holder of such balloon indebtedness, or otherwise come due in any one year), such debt shall be assumed to be issued on a level debt service basis with a term equaling the original term of the debt.

“Applicable Elected Representative” means any Person constituting an “applicable elected representative” within the meaning given to the term in Section 147(f)(2)(E) of the Code.

“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.S. Export-Import Bank (Eximbank)
Direct obligations are fully guaranteed certificates of beneficial ownership
2. Farmers Home Administration (FmHA)
Certificates of beneficial ownership
3. Federal Financing Bank
4. Federal Housing Administration Debentures (FHA)
5. General Services Administration
Participation Certificates
6. Government National Mortgage Association (GNMA or "Ginnie Mae")
GNMA – guaranteed mortgage-backed bonds
GNMA – guaranteed pass-through obligations
(not acceptable for certain cash-flow sensitive issues)
7. U.S. Maritime Administration
Guaranteed Title XI financing
8. 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

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. Federal Home Loan Bank System
Senior debt obligations
2. Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac")
Participation Certificates
Senior debt obligations
3. Federal National Mortgage Association (FNMA or "Fannie Mae")
Mortgage-backed securities and senior debt obligations
4. Resolution Funding Corp. (REFCORP) obligations
5. Farm Credit System
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 and Moody's or
 - b. Banks rated A or above by S&P, Fitch and 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 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 Chief Financial Officer of the College.

“Bankruptcy Code” means the United States Bankruptcy Code, as amended from time to time.

“Bond” or “Bonds” or “Series of Bonds” means collectively, the Series 2015A 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 Note, 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 June 2, 2015, 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 2015A Bonds.

“Bond Rate” means the Tax-Exempt rate of interest from time to time payable on any of the Series 2015A Bonds as defined in the Series 2015A Bonds.

“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 May 19, 2015, authorizing the issuance, execution, sale and delivery of the Bonds and the execution and delivery of Issuer Documents, as such resolution may be amended or supplemented from time to time.

“Bond Year” shall have the meaning in the Tax Regulatory Agreement.

“Bondholder” means Owner.

“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.

“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 2015A Bonds issued under the Indenture.

“Closing Date” means the date of sale 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.

“College” means Marist 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, and its successor and assigns.

“College Documents” means the Bond Purchase Agreement, the Loan Agreement, the Tax Regulatory Agreement, the Note, the Continuing Disclosure Agreement, the Preliminary Official Statement, and the Official Statement.

“Completion Certificate” means 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 for the Series 2015A Project.

“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.

“Continuing Disclosure Agreement” means the Continuing Disclosure Agreement, dated as of June 1, 2015, between the College and the Trustee.

“Cost of the 2015 Project” or “Costs of the 2015 Project” means all those costs and items of expense listed in the Loan Agreement.

“Debt Service Coverage Covenant” means a Debt Service Coverage Ratio of at least 1.00:1.00 so long as any Series 2012A Bonds or Series 2013A Bonds are outstanding. Compliance with this Debt Service Coverage Ratio covenant will be tested annually commencing with the Fiscal Year ending June 30, 2015, on the basis of the College’s audited financial statement for the preceding Fiscal Year. Notwithstanding anything to the contrary, only a failure to satisfy the 1.00:1.00 Debt Service Coverage Ratio for two consecutive years shall constitute an Event of Default.

“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 2015A Bonds so long as the Series 2015A Bonds shall be outstanding.

“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 2015 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.

“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 and the Loan Agreement.

“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 Aaa by Moody’s and AAA 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 AAA 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 of 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.

“Indebtedness” shall mean 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 June 1, 2015, by and between the Issuer and the Trustee, entered into in connection with the issuance, sale, delivery and payment of the Series 2015A 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.

“Independent Engineer” means an engineer or engineering firm registered and qualified to practice the profession of engineering under the laws of the State selected by the College 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 2015A Bonds.

“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 2015A Bonds, the Loan Agreement, the Indenture, the Note, the Tax Regulatory Agreement, the Information Report, the Preliminary Official Statement and the Official Statement.

“Late Payment Rate” means the lesser of (a) the greater of (i) the per annum rate of interest, publicly announced from time to time by Manufacturers and Traders Trust Company at its principal office in the City of Buffalo, New York, as its prime lending rate (any change in such rate of interest to be effective on the date such change is announced by Manufacturers and Traders Trust Company) plus 3%, and (ii) the then applicable highest rate of interest on the Series 2015A Bonds and (b) the maximum rate permissible under the applicable usury or similar laws limiting interest rates. The Late Payment Rate shall be computed on the basis of the actual number of days elapsed over a year of 360 days.

“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 June 1, 2015 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 of the Loan Agreement, or any other Loan Agreement entered into in connection with any Series of Additional Bonds.

“Loan Term” means the duration of the loan created in the Loan Agreement.

“Long-Term Indebtedness” means indebtedness with a term greater than one (1) year.

“Maximum Annual Debt Service” means on any date, the greatest amount required in the then current or future fiscal year of Annual Debt Service.

“Moody’s” means Moody’s Investor Service.

“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.

“Note” or “Promissory Note” means the Promissory Note dated the Closing Date, from the College to the Issuer, substantially in the form of Exhibit D to the Loan Agreement, evidencing the College’s obligations to make Loan Payments to the Issuer.

“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 June 2, 2015, distributed by the Underwriter and the College in connection with the sale of the 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 resources, minus total unrestricted operating expenses, excluding depreciation, amortization, and interest expenses as displayed or included in the College’s audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains or losses resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii) any non-cash adjustment for changes in accounting estimates, change in GAAP, or other non-cash adjustments made in accordance with GAAP, (iv) extraordinary items, (v) any realized gains or losses on the sale of investments or interest exchange agreements, and (vi) 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 Uniform Commercial Code of the State, as amended, 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.

“Paying Agent” means the Trustee, acting as such, and any additional paying agent for the Series 2015A 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) utility, access and other easements and rights-of-way, restrictions and exceptions that do not materially impair the utility or the value of the Property affected thereby for the purposes for which it is intended, (iii) mechanics’, materialmen’s, warehousemen’s, carriers’ and other similar Liens which are approved in writing by the Issuer, (iv) Liens for taxes not yet delinquent, (v) equipment leases of less than one (1) year, (vi) indebtedness in connection with the acquisition of real property secured solely by non-recourse purchase money mortgages on such real property, which indebtedness is not a general obligation of the College, and (vii) Liens which are in existence as of the Closing Date or described in the audited consolidated financial statements of the College.

“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 in accordance with the Loan Agreement.

“Preliminary Official Statement” means the Preliminary Official Statement, dated May 26, 2015, distributed by the Underwriter and the College in connection with the sale of the Series 2015A Bonds.

“Project” or “2015 Project” means the Project as more particularly described in the Loan Agreement and including the Improvements and the Equipment financed by the College the proceeds of the Series 2015A Bonds loaned by the Issuer to the College under the Loan Agreement.

“Project Fund” means the fund so designated which is created by the Indenture.

“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 2015A Bonds.

“Rating Agency Letter” means the rating letter from each Rating Agency assigning a rating on the Series 2015A Bonds.

“Rebate Amount” means, with respect to the Series 2015A 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 (15th) 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.

“Schedule of Definitions” means the words and terms set forth in this Schedule of Definitions attached to the Indenture as the same may be amended from time to time.

“SEQR Act” means the State Environmental Quality Review Act and the regulations thereunder.

“Series 2015A Bonds” means the Issuer’s Revenue Bonds, Series 2015A (Marist College Project) issued pursuant to the terms of the Indenture on June 25, 2015 in the aggregate principal amount of \$80,885,000 and substantially in the form of Exhibit A of the Indenture.

“Short-Term Indebtedness” means indebtedness with a term of one (1) year or less, but not including accounts payable or accrued liabilities 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 Standard & Poor’s Ratings Services, a division of The McGraw Hill Companies, Inc.

“State” means the State of New York.

“Sub-Account” means any Sub-Account established for a particular Series of Bonds in any Account in any Fund created and maintained pursuant to the Indenture.

“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) Manufacturers and Traders Trust Company, a banking corporation having trust powers duly organized and existing under the laws of the State of New York, having an office at One M&T Plaza, 7th Floor, Buffalo, New York 14203-2399, 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), 6.4(b) and (c), 6.7, 8.2, 8.8, 10.2(a)(i)(A) and (B), (iii) and (vi), 10.4(a) and 11.2(b) of the Loan Agreement.

“Underwriter” means collectively (i) Barclays Capital Inc., Senior Underwriter, having an office at 745 Seventh Avenue, 19th Floor, New York, New York 10019, and Wells Fargo, Co-Senior Underwriter, having an office at 150 East 42nd Street, 25th Floor, New York, New York 10017, or (ii) their successors and assigns.

“Unrestricted Operating Revenues” means total unrestricted operating revenues, including funds made available for operations from endowment funds and from other temporarily restricted resources as displayed or included in the College’s audited financial statements produced in accordance with GAAP then applicable to the College, and excluding (i) any gains resulting from either the extinguishment of indebtedness, the sale, exchange or other disposition of capital assets not in the ordinary course of business, (ii) earnings resulting from any reappraisal, revaluation or write-up or write-down of fixed or capital assets, (iii), any realized gains on the sale of investments or interest exchange agreements and (iv), any unrealized gains/appreciation on the carrying value of investments or interest exchange agreement.

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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 2015A 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 2015A Bond a Certificate of Authentication, duly executed by the Trustee, substantially in the form set forth in the Form of Series 2015A Bonds included in the Indenture as Exhibit A. Such executed Certificate of Authentication by the Trustee upon any such Series 2015A Bond shall be conclusive evidence that such Series 2015A Bond has been authenticated and delivered under the Indenture. The Trustee's Certificate of Authentication on any Series 2015A 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 2015A 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 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 – Marist College (the “**Bond Fund**”), and within such Bond Fund, an “Interest Account” and a “Principal Account” and within such Interest Account and Principal Account, a Subaccount for the Series 2015A Bonds.

(b) Dutchess County Local Development Corporation Project Fund – Marist College (the “**Project Fund**”), and within such Project Fund, a “Series 2015A Bonds Construction Account”.

(c) Dutchess County Local Development Corporation Rebate Fund – Marist College (the “**Rebate Fund**”).

(d) Dutchess County Local Development Corporation Renewal Fund – Marist College (the “**Renewal Fund**”).

(e) 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) Except as otherwise provided in paragraph (a) immediately above, the Trustee is hereby directed to issue its checks or send its wires for each disbursement from the Series 2015A Bonds Construction 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 annexed to the Indenture to pay the Costs of the Project. The Trustee shall maintain adequate records pertaining to the Project Fund and all disbursements therefrom.

(c) 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 Series 2015A Bonds 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 in the Indenture.

(d) 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.

(e) 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.

(f) 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 2015A Bonds.

Payments into Bond Fund

In addition to the payment into the Bond Fund of the accrued interest, if any, on the Series 2015A 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 subsection (a) under the heading

“Loan Payments and Other Amounts Payable” below or any similar provision in any Loan Agreement with respect to the payment of debt service on any Series of Additional Bonds; (b) the balance in the Project Fund and the Renewal Fund to the extent specified in the Indenture; (c) 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; and (d) 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; (e) amounts transferred pursuant to the Loan Agreement and (f) 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 2015A Bonds and any Series of Additional Bonds as provided in the Indenture. Moneys deposited in the Bond Fund in accordance with the provisions of subsections (b) and (c) under the heading “Payments into Renewal Fund; Application of Renewal Fund” below, however, may not be used for the payment of interest on the Series 2015A Bonds and any Series of Additional Bonds.

(b) The Trustee shall, on or before each Debt Service Payment Date of the Series 2015A Bonds, pay out of the monies then held for the credit of the Series 2015A Bonds Sub-Account of the Interest Account the amounts required for the payment of interest becoming due on the respective series of the Series 2015A 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 2015A 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 respective Sub-Account 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 respective series of the Series 2015A Bonds and any Series of Additional Bonds on such Debt Service Payment Date or Sinking Fund Payment Date and such amounts so withdrawn are 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 subsection (c) under the heading “Use of Moneys in Project Fund” below or from the Renewal Fund pursuant to subsection (b) under the heading “Payments into Renewal Fund; Application of Renewal Fund” below shall be invested, at the written direction of the College, with yield not in excess of (i) the yield on the Series 2015A 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 2015A 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) Reserved.

(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 2015A Bonds are subject to optional redemption pursuant to the Indenture, 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 2015A 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 2015A 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 2015A 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 2015A 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 2015A 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 2015A 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 2015A 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 2015A Bonds with moneys on deposit in the Bond Fund as provided in section (g) under the heading “Use of Moneys in Bond Fund”, 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 2015A Bonds or any Series of Additional Bonds, forty-five (45) days prior to any date on which the Series 2015A 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 written 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 2015A 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 2015A 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 or Sub-Account in the Bond Fund is sufficient to redeem all of the Outstanding Series 2015A Bonds or any Series of Additional Bonds and to pay accrued interest to maturity or the date of redemption, the Trustee shall, upon written request of an Authorized Representative of the College, take and cause to be taken the necessary steps to redeem all such Series 2015A 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 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 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 2015A Bonds or any Series of Additional Bonds shall then be subject to redemption in whole (either by reason of such damage, destruction or condemnation or otherwise) 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 is permitted to replace, repair, rebuild, restore or relocate 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 2015A 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 section (a)(ii) under the heading "Remedies on Default", 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 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. 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 2015 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 2015 Project. The amount deposited in the Rebate Fund pursuant to this summarized section 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 2015A Bonds as of the date of such payment, and (ii) notwithstanding the provisions under the heading "Discharge of the Indenture", not later than thirty (30) days after the date on which all Series 2015A 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. Upon written direction, the Trustee may at any time 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. The Trustee, if instructed in writing to invest in money market funds, is to liquidate money market funds to cover all payments unless written instructions are received to liquidate other securities. 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 authorized in the Indenture is subject to the condition that no use of the proceeds of any Bonds or of any other moneys shall be made which would cause such Series 2015A Bonds (i) to be “arbitrage bonds” within the meaning of such quoted term in Section 148 of the Code, (ii) to be “federally guaranteed” within the meaning of such quoted term in Section 149(b) of the Code, or (iii) to otherwise fail to comply with the terms of the Tax Regulatory Agreement. The Trustee shall not be liable if such use shall cause the Series 2015A Bonds to be “arbitrage bonds”, “federally guaranteed” or otherwise fail to comply with the terms of the Tax Regulatory Agreement 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 2015A 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 under the heading “Mutilated, Lost, Stolen or Destroyed Bonds”, 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 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.

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 created by the Indenture 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 section under the heading "Discharge of 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 by the Indenture, 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, 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 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 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.

Lien Law Section 73 Covenant

The College, for itself hereby covenants to the Issuer and to the Trustee, as a third-party beneficiary hereof, that the College will receive advances of monies under the Bond Documents and will hold the right to receive such advances as trust funds to be first applied to the payment of trust claims as defined in Section 71 of the Lien Law of the State, and that the College will apply the same to such payments only, before using any part of such advances for any other purpose.

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 percent (50%) 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 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 section (a) under the heading “Loan Payments and Other Amounts Payable” 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 2015A 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 2015A 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.

(c) Upon the occurrence and continuation of an Event of Default, the Bonds shall bear interest at a default rate from the date of the occurrence of such Event of Default until the Bonds have been paid pursuant to subsection (a) under the heading “Acceleration; Annulment of Acceleration” or such Event of Default has been cured.

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 a Sub-Account of 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

subsection (b) under the heading “Acceleration; Annulment of Acceleration”, the moneys shall be applied in accordance with the provisions of paragraph (b)(i) of this summarized section.

(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 shall determine in good faith, 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 under the Indenture 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 a promissory note for the Series 2015A 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 Note are intended as security for the Series 2015A 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 and Refinancing of Project

(a) The College agrees, and covenants and warrants to the Issuer, it has or will acquire, renovate, construct, equip and furnish the Project in accordance with the Plans and Specifications.

(b) Reserved.

(c) Reserved.

(d) The College shall pay all fees, costs and expenses incurred in the construction and renovation of the Improvements and the acquisition and installation of the Equipment from funds made available therefor in accordance with the Loan Agreement, and shall ask, demand, sue for, levy, recover and receive all such sums or money, debts, dues and other demands whatsoever which may be due, owing and payable to the College under the terms of any contract, order, receipt, or writing in connection with the construction, renovation and completion of the Improvements and the acquisition and installation of the Equipment, and to enforce the provisions of any contract, agreement, obligation, bond or other performance security.

Issuance of the Series 2015A 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 2015A 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 Series 2015A Bond Proceeds

The Series 2015A Bond Proceeds shall be deposited in the Project Fund and used to pay the costs of the Project. Except as provided in section (a)(ii) under the heading "Remedies on Default", 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 as 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 renovating, constructing, equipping and furnishing the Project (including environmental audits and architectural, engineering and supervisory services with respect to the Project),
- (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, accounting and any other fees, costs and expenses incurred in connection with the preparation, printing, reproduction, authorization, issuance, execution, sale and distribution of the Series 2015A Bonds and the Bond Documents and all other documents in connection with the Loan Agreement or therewith, and with any other transaction contemplated by the Loan Agreement or the Indenture,
- (v) any administrative fee and fee for services of the Issuer,
- (vi) 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 Series 2015A 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 complete the renovation, construction, equipping and furnishing of the Project on or before June 1, 2018 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 2015A 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 2015A Bonds are not sufficient to pay in full the construction 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 in excess of the Net Proceeds of the Series 2015A 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 Note.

(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 2015A 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 Series 2015A Bond Proceeds

The Issuer hereby agrees to loan the Series 2015A Bond Proceeds to the College in accordance with the provisions of the Loan Agreement. Such Series 2015A 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 in the amount of \$221,173.45 (equal to the administrative fee of \$220,962.50, plus \$210.95 (total costs related to the public hearing). (At the time the College submitted its application, it paid \$250.00 to the Issuer). The College shall pay basic loan payments five (5) 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 2015A Bonds on such Debt Service Payment Date. The College's obligation to pay such basic loan payments shall be evidenced by the Promissory Note, substantially in the form attached to the Loan Agreement as Exhibit B.

(b) In addition to the Loan Payments pursuant to 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 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) Reserved.

(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

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 under the heading "Insurance Required" shall be applied as follows: (i) the Net Proceeds of the insurance required by section (a) under the heading "Insurance Required" shall be applied as provided in the under the heading "Damage or Destruction of the Project", and (ii) the Net Proceeds of the insurance required by sections (b), (c) and (d) under the heading "Insurance Required" 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 derived from the insurance 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 comprising a portion of the Project, or (B) direct the Trustee to apply such Net Proceeds to the payment of the principal of the Series 2015A Bonds or any Additional Bonds as they become due and payable or the redemption Price of the Bonds subject to Redemption in accordance with the Indenture.

If the College replaces, repairs, rebuilds, restores or relocates 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 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 2015A Bonds from gross income for Federal income tax purposes shall not, in the opinion of Bond Counsel, be adversely affected;

(iii) such project comprising a portion of the Project will be subject to no Liens, other than Permitted Encumbrances; and

(iv) any other conditions the Issuer may reasonably impose.

(c) All such repair, replacement, rebuilding, restoration or relocation of such project 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 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 the 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 or relocation shall, subject to any rebate required to be made to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement, be used to redeem the Series 2015A Bonds as provided in the Indenture.

(f) If the College shall exercise its option to terminate the Loan Agreement pursuant to the provisions under the heading "Early Termination of Loan Agreement", such Net Proceeds shall be applied to the payment of the amounts required to be paid under the heading "Conditions to Early Termination of 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 2015A 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 sections (a) and (d) under the heading "Insurance Required" on behalf of the Issuer 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 derived therefrom shall be paid to the Trustee and deposited in the Renewal Fund, and, except as otherwise provided in the Loan Agreement, 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) redeem an amount of Series 2015A Bonds equal to the Net Proceeds 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 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 2015A Bonds from gross income for Federal income tax purposes shall not, in the opinion of Bond Counsel, be adversely affected;

(iii) such project comprising a portion of the Project or the Substitute Project will be subject to no Liens, other than Permitted Encumbrances; and

(iv) any other conditions the Issuer may reasonably impose.

(c) All such repair, replacement, rebuilding, restoration or relocation of such project 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 shall, subject to any rebate required to be made to the Federal government pursuant to the Indenture or the Tax Regulatory Agreement, be used to redeem the Series 2015A Bonds as provided in the Indenture.

(f) If the College shall exercise its option to terminate the Loan Agreement pursuant to the provisions under the heading "Early Termination of Loan Agreement", such Net Proceeds shall be applied to the payment of the amounts required to be paid under "Conditions to Early Termination of 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 2015A 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 or the Land, or (ii) liability arising from or expense incurred in connection with the

Issuer's financing, construction, renovation, and equipping 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 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 this section may be brought and payment in full or the satisfaction of such claim, cause of action or prosecution relating to the matters described in this section 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 this section.

(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

The College agrees that during the Loan Term (a) it will maintain its existence as an education corporation constituting an Exempt Organization subject to service of process within the State; (b) it will preserve its status as an organization described in Section 501(c)(3) of the Code; (c) 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 (e) 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 2015A 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 Bonds for Federal income tax purposes.

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, 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 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 subsections (a) and (b) above 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 subsections (a) or (b) (without giving effect to 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 Project or any part thereof by reason of any labor, services or materials rendered or supplied or claimed to be rendered or supplied with respect to the Project or any part thereof.

(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 Project 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.

Additional Indebtedness

The College may issue additional long term Indebtedness or request the Issuer to issue one or more series of Additional Bonds under the Indenture, provided that (i) all terms and conditions for the incurrence of such additional Indebtedness or Additional Bonds under the Indenture have been satisfied, (ii) for so long as the Series 2012A Bonds or the Series 2013A Bonds are outstanding, Maximum Annual Debt Service on all outstanding and proposed long-term debt is less than ten percent (10%) of the College's Unrestricted Operating Revenues as stated in the most recently available audited College's financial statements, and (iii) for so long as the Series 2012A Bonds and the Series 2013A Bonds are outstanding, the College maintains a Debt Service Coverage Ratio of 1.0x on a pro-forma basis, including the proposed long-term Indebtedness. Upon defeasance of the Series 2012A Bonds and the Series 2013A Bonds, paragraphs (ii) and (iii) under the heading "Additional Encumbrances and Indebtedness will be terminated and shall not be applicable to the Series 2015A Bonds and any Additional Bonds.

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 2015A Bonds, as soon as available and in any event within one hundred fifty (150) days after the close of each fiscal year of the College, a copy of the annual audited financial statements of the College, 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.

(b) The College shall deliver to the Issuer and the Trustee with each delivery of annual financial statements required by the Loan Agreement, 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 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) Notice of the commencement of any proceeding by or against the Issuer commenced under the United States Bankruptcy Code 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 2015A Bonds. The College hereby covenants and agrees with the holders from time to time of the Series 2015A 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 in the Continuing Disclosure Agreement.

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 2015A 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.

Financial Covenants

(a) Debt Service Coverage Ratio. The College covenants that it shall maintain at all times a Debt Service Coverage Ratio of at least 1.0 so long as any of the Series 2012A Bonds or the Series 2013A Bonds are outstanding. Upon defeasance of the Series 2012A Bonds and the Series 2013A Bonds, the Debt Service Coverage Ratio covenant will be terminated and shall not be applicable to the Series 2015A Bonds.

(i) Testing Compliance. Compliance with the Debt Service Coverage Ratio covenant shall be tested annually commencing with the Fiscal Year ending June 30, 2015, on the basis of the College's audited financial statements required pursuant to the Loan Agreement.

(ii) Failure to Maintain Debt Service Coverage Ratio. If the actual Debt Service Coverage Ratio is less than the Debt Service Coverage Ratio required above for two consecutive years it shall constitute an Event of Default.

Assignment, Leasing and Subleasing

(a) The Loan Agreement may not be assigned, in whole or in part, and except in the ordinary course of the operations of the College, the Project may not be leased, in whole or in part, without the prior written consent of the Issuer in each instance except as provided in the Tax Regulatory Agreement and except for leases of dorm rooms to students. 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 2015A Bonds or any Bond Document shall be adversely affected thereby;
- (v) the exclusion of the interest on the Series 2015A Bonds from gross income for Federal income tax purposes will not be adversely affected;
- (vi) the assignee or lessee (in the discretion of the Issuer) shall be an Exempt Organization and shall utilize the Project substantially in the same manner as the College.

(b) To establish the purported effective date of any assignment or lease pursuant to subsection (a) of this section, 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) and (vi) 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 2015A 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 section (a)(i) above, and (ii) a favorable opinion of Bond Counsel opining as to compliance with the provisions of (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 (a), (b) and (c) under the heading “Loan Payments and Other Amounts Payable”;

(ii) the failure by the College to observe and perform any covenant contained in Sections 6.3, 6.4, 6.5, 8.2, 8.4, 8.5, 8.6, 8.8, 8.12, 8.13, 8.14, 8.19, and 9.3 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 2015A 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 sections (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 subsection shall not be construed to include any transaction permitted under the heading "College to Maintain its Existence");

(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; or

(viii) a breach of any covenant or representation contained under the heading "Compliance with Orders, Ordinances, Etc." with respect to environmental matters.

(b) Notwithstanding the provisions of section (a) above, if by reason of force majeure any party hereto shall be unable in whole or in part to carry out its obligations under the Loan Agreement (other than its obligations under sections (a), (b), (c) or (e) 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:

(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 section (a) under the heading "Loan Payments and Other Amounts Payable" and pursuant to the Promissory Note in amount equal to the aggregate unpaid principal balance of all Series 2015A Bonds together with all interest which has accrued and will accrue thereon to the date of payment and all premium, if any, and (B) all other payments due under the Loan Agreement; provided, however, that if an Event of Default specified in section (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 2015A Bonds and premium, if any, and accrued and unpaid interest on the Bonds; or

(iii) 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) Reserved.

(c) 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 2015A Bonds.

(d) No action taken pursuant to this summarized section shall relieve the College from its obligation to make all payments required under the heading "Loan Payments and Other Amounts Payable" and pursuant to the Promissory Note.

(e) Reserved.

(f) The Issuer shall have all of the rights, powers and remedies of a secured party under the Uniform Commercial Code of New York, 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 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 in the Loan Agreement conferred 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 2015A 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 under the heading “Conditions to Early Termination of 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 under the heading “Early Termination of 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 2015A 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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FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”) is dated as of June 1, 2015 and is executed and delivered by Marist College (the “College”) and Manufacturers and Traders Trust Company, as trustee (the “Trustee”) under an Indenture of Trust dated as of June 1, 2015 (the “Indenture”) between the Dutchess County Local Development Corporation (the “Issuer”) and the Trustee in connection with the issuance of \$80,885,000 Dutchess County Local Development Corporation Revenue Bonds, Series 2015A (Marist College Project) (the “Bonds”). The proceeds of the Bonds are being loaned by the Issuer to the College pursuant to a Loan Agreement dated as of June 1, 2015 between the Issuer and the College (the “Loan Agreement”). For valuable consideration, the receipt of which is acknowledged, the Trustee and the College covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the College and the Trustee for the benefit of the Bondholders (defined below) and the beneficial owners of the Bonds, and in order to assist the Underwriters (defined below) in complying with the Rule (defined below). The College and the Trustee acknowledge that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Disclosure Agreement, and has no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture and in the Loan Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section or in the first paragraph of this Disclosure Agreement, the following capitalized terms shall have the following meanings:

“Annual Filing Date” shall mean the date set forth in Section 3(a) to this Disclosure Agreement by which the Annual Report is to be filed with the MSRB.

“Annual Report” shall mean any Annual Report provided by the College pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

“Bondholder” or the term “Holder”, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Bond and any beneficial owner thereof.

“EMMA” shall mean the MSRB’s Electronic Municipal Market System.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Agreement.

“Notice Events” shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“Representative” shall mean Barclays Capital Inc., on behalf of itself and Wells Fargo Securities, LLC.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act.

“SEC” shall mean the United States Securities and Exchange Commission.

“Securities Exchange Act” shall mean the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Tax-exempt” shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

“Underwriters” shall mean the Representative and Wells Fargo Securities, LLC, the underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

SECTION 3. Provision of Annual Reports.

(a) The College shall provide or cause the Dissemination Agent (as defined herein) to provide to the Trustee and the MSRB not later than 150 days of the end of the College’s fiscal year ending June 30th (the “Annual Filing Date”), commencing with the fiscal year ending June 30, 2015, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. In each case, 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 4 of this Disclosure Agreement; provided that the audited financial statements of the College may be submitted separately from the balance of the Annual Report.

Should the College elect to appoint a third party to act as Dissemination Agent hereunder:

- (i) Not later than the fifteenth (15th) day prior to the Annual Filing Date, the Annual Report shall be provided by the College to the Dissemination

Agent together with either (A) a letter authorizing the Dissemination Agent to file the Annual Report with the MSRB, or (B) a certificate stating that the College has provided the Annual Report to the MSRB and the date on which such Annual Report was provided, and

- (ii) the College shall promptly notify the Dissemination Agent in writing of any change in the College's fiscal year.

(b) If by Annual Filing Date the Trustee has not received a copy of the Annual Report, the Trustee shall contact the College to request a report regarding compliance with the provisions governing the Annual Report.

(c) If the Trustee is unable to verify that an Annual Report has been provided to the MSRB by the Annual Filing Date, the Trustee shall send a reminder notice to the College and the Issuer and shall send a notice to the MSRB in substantially the form attached as Exhibit A hereto.

(d) The Dissemination Agent shall file a report with the College, the Issuer and the Trustee certifying that the College has filed a report (directly or through the Dissemination Agent) purporting to be an Annual Report pursuant to this Disclosure Agreement, and stating the date it was provided (if such report was provided).

SECTION 4. Content of Annual Reports. The Annual Report shall contain or incorporate by reference the following information relating to the College for or as of the most recently completed fiscal year of the College:

(a) Audited financial statements;

(b) Operating information in the form included in Appendix A of the Official Statement under the captions "FACULTY," "EMPLOYEE RELATIONS," "PENSION PROGRAM," "ADMISSIONS AND STUDENT ENROLLMENT" and "TUITION AND FEES AND STUDENT FINANCIAL AID" with comparative information for the preceding fiscal year; and

(c) Financial information in the form included in Appendix A of the Official Statement under the captions "POST-RETIREMENT HEALTHCARE BENEFITS," "STATEMENTS OF FINANCIAL POSITION," "STATEMENTS OF ACTIVITIES," "FUND RAISING," "INVESTMENTS," "LAND, BUILDINGS AND EQUIPMENT" and "LONG-TERM OUTSTANDING INDEBTEDNESS" with comparative information for the preceding fiscal year.

The College agrees that the financial statements provided pursuant to Sections 3 and 4 of this Disclosure Agreement shall be prepared in conformity with generally accepted accounting principles (to the extent applicable), as in effect from time to time. Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the College is an “obligated person” (as defined by the Rule), which have been filed with the MSRB or the SEC. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The College shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following Notice Events:

1. principal or interest payment delinquencies on the Bonds;
2. non-payment related defaults, if material;
3. unscheduled draws on debt service reserves reflecting financial difficulties;
4. unscheduled draws on credit enhancement reflecting financial difficulties;
5. substitution of credit or liquidity providers or its 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 of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. modifications to the rights of the Bondowners, 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 College;

13. the consummation of a merger, consolidation, or acquisition involving the College or the sale of all or substantially all of the assets of the College, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever the College obtains knowledge of the occurrence of a Notice Event, the College shall provide, in a timely manner not in excess of five (5) Business Days after the occurrence of such Notice Event, notice of such Notice Event to the Dissemination Agent. The Dissemination Agent shall provide notice of each such Notice Event to (i) the MSRB, (ii) the Trustee and (iii) the Issuer, in each case within five (5) Business Days after receipt by the Dissemination Agent.

SECTION 6. Termination of Reporting Obligation.

(a) The obligations of the College and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the College's obligations under the Loan Agreement are assumed in full by some other entity, such person shall be responsible for compliance with this Disclosure Agreement in the same manner as if it were the College. The College shall have no further responsibility hereunder only to the extent that the College ceases to be an obligated person with respect to the Bonds within the meaning of the Rule.

(b) In addition, the College's obligations under the provisions of this Disclosure Agreement shall terminate (in whole or in part, as the case may be) in the event that (i) the College delivers to the Dissemination Agent, the Trustee, and the Issuer an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the Dissemination Agent, the Trustee and the Issuer, to the effect that those portions of the Rule which require the provisions of this Disclosure Agreement, or any of such provisions, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion (but such termination of the College's obligations shall be effective only to the extent specifically addressed by such opinion), and (ii) the Dissemination Agent delivers copies of such opinion to (A) the MSRB, (B) the Issuer, (C) the Trustee, and (D) the Representative. The Dissemination Agent shall so deliver such opinion promptly.

SECTION 7. Dissemination Agent.

(a) The College may, from time to time, appoint or engage a third-party dissemination agent (the "Dissemination Agent") to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such third party Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent.

(b) The Dissemination Agent, or any successor thereof, may at any time resign and be discharged of its duties and obligations hereunder by giving not less than thirty (30) days written notice to the Issuer, the College and the registered owners of the Bonds, specifying the date when such resignation shall take effect. Such resignation shall take effect upon the date a successor shall have been appointed by the College or by a court upon the application of the Dissemination Agent.

(c) In case the Dissemination Agent, or any successor thereof, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Dissemination Agent or of its property shall be appointed, or if any public officer shall take charge of control of the Dissemination Agent, or of its property or affairs, the College shall forthwith appoint a Dissemination Agent to act. The College shall give or cause to be given written notice of any such appointment to the Owners (as such term is defined in the Loan Agreement), the Trustee and the Issuer.

(d) Any company into which the Dissemination Agent may be merged or with which it may be consolidated or any company resulting from any merger or consolidation to which it shall be a party or any company to which such Dissemination Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Dissemination Agent, without any further act or deed.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the College and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment not modifying or otherwise affecting its duties, obligations or liabilities in such a way as they are expanded or increased) and any provision of this Disclosure Agreement may be waived, if all of the following conditions are satisfied: (a) such amendment is made in connection with a change in circumstances that arises, from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the College or the type of business conducted thereby, (b) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the

Rule, as well as any change in circumstances, (c) the College shall have delivered an opinion of counsel, addressed to the Issuer, the College, the Dissemination Agent and the Trustee, to the same effect as set forth in clause (b) above, (d) either (i) the College shall have delivered to the Issuer, the Trustee and the Dissemination Agent an opinion of counsel, or a determination by a person, in each case unaffiliated with the College (such as bond counsel) and acceptable to the College, to the effect that the amendment does not materially impair the interests of the Holders of the Bonds or (ii) the Holders of the Bonds consent to the amendment to this Disclosure Agreement pursuant to the same procedures as are required for amendments to the Indenture with consent of the Holders of the Bonds pursuant to the Indenture as in effect on the date of this Disclosure Agreement, and (e) the College shall have delivered copies of such opinion(s) and amendment to the MSRB. The Dissemination Agent may rely and act upon such opinions.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the College from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of the occurrence of a Notice Event, in addition to that which is required by this Disclosure Agreement. If the College chooses to include any information in any Annual Report or notice of the occurrence of a Notice Event, in addition to that which is specifically required by this Disclosure Agreement, the College shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of the occurrence of a Notice Event.

SECTION 10. Default. In the event of a failure of the College or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any of the Holders of at least 25% of the aggregate principal amount of Outstanding Bonds who have provided security and indemnity deemed acceptable to the Dissemination Agent, shall), or any party who can establish beneficial ownership of any of the Bonds, or any Bondholder may, after providing fifteen (15) days written notice to the College to give the College opportunity to comply within such fifteen-day period, take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the College to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture or under the Loan Agreement, and the sole remedy available to the Dissemination Agent, any beneficial owners of the Bonds or the Bondholders under this Disclosure Agreement in the event of any failure of the College or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. To the extent that the Dissemination Agent is required under the terms of this Disclosure Agreement to report any information, it is only required to report information that it receives from the College in the form in which it is received, and the Dissemination Agent shall be under no responsibility or duty with respect to the accuracy and content of the information which it receives from the College. The College agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's gross negligence or willful misconduct in the performance of its duties hereunder. The obligations of the College under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. This indemnification shall be separate from and in addition to that provided to the Trustee under the Indenture.

(b) Unless otherwise provided by contract with the Dissemination Agent, the College shall pay or cause to be paid to the Dissemination Agent after reasonable notice to the College in light of the reimbursement sought to be received, reasonable reimbursement for its reasonable expenses, charges, counsel fees and expenses and other disbursements and those of its attorneys, agents, and employees, incurred in and about the performance of its powers and duties hereunder. None of the provisions contained in this Disclosure Agreement shall require the Dissemination Agent to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The obligations of the College under this Section to compensate the Dissemination Agent, to pay or reimburse the Dissemination Agent for expenses, disbursements, charges and counsel fees and to indemnify and hold harmless the Dissemination Agent shall survive the termination of this Disclosure Agreement.

SECTION 12. Transmission of Notices, Documents and Information. (a) Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB pursuant to this Disclosure Agreement shall be provided to EMMA, the current internet web address of which is www.emma.msrb.org.

(b) All notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the College, the Trustee, the Dissemination Agent, the Underwriters, parties who can establish beneficial ownership of the Bonds and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Disclaimer. No Annual Report or notice of a Notice Event filed by or on behalf of the College under this Disclosure Agreement shall obligate the College to file any information regarding matters other than those specifically described in Section 3 and Section 5 hereof, nor shall any such filing constitute a representation by the College or raise any inference that no other material events have occurred with respect to the College or the Bonds or that all material information regarding the College or the Bonds has been disclosed. The College shall have no obligation under this Disclosure Agreement to update information provided pursuant to this Disclosure Agreement except as specifically stated herein.

SECTION 15. 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.

SECTION 16. Notices. The parties hereto may be given notices required hereunder at the addresses set forth for them in the Loan Agreement or the Indenture.

SECTION 17. Applicable Law. This Disclosure Agreement shall be governed by the laws of the State of New York, and by applicable federal laws.

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Dated as of June 1, 2015

MARIST COLLEGE

By: _____

John Pecchia
Vice President for Business Affairs/
Chief Financial Officer

MANUFACTURERS AND TRADERS
TRUST COMPANY

By: _____

Jennifer L. Cook
Assistant Vice President

[Signature page to Continuing Disclosure Agreement]

EXHIBIT A

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

NOTICE IS HEREBY GIVEN that the College has not yet provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement by and between Marist College (the “College”) and Manufacturers and Traders Trust Company (the “Trustee”) dated as of June 1, 2015. [The [College/Dissemination Agent] has informed the Trustee that the Annual Report will be filed with MSRB by _____.]

Dated: _____

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Trustee

By: _____

Name:

Title:

cc: Marist College

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APPENDIX E

FORM OF APPROVING OPINION OF BOND COUNSEL

Upon the issuance of the Series 2015A Bonds, Nixon Peabody LLP, New York, New York, as Bond Counsel will deliver its Bond Counsel Opinion in substantially the same form as this Appendix.

437 Madison Avenue
New York, New York 10022
(212) 940-3000
Fax: (212) 940-3111

June 25, 2015

Dutchess County Local Development Corporation
Poughkeepsie, New York

Manufacturers and Traders Trust Company, as Trustee
Buffalo, New York

Barclays Capital Inc., Senior Underwriter
New York, New York

Wells Fargo, Co-Senior Underwriter
New York, New York

Re: \$80,885,000 Dutchess County Local Development Corporation
Revenue Bonds, Series 2015A
(Marist 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 \$80,885,000 Revenue Bonds, Series 2015A (Marist College Project) (the “**Series 2015A Bonds**”). The Series 2015A 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 May 19, 2015 (the “**Resolution**”), and
- (iii) the Indenture of Trust, dated as of June 1, 2015 (the “**Indenture**”), by and between the Issuer and Manufacturers and Traders Trust Company, as trustee for the benefit of

Dutchess County Local Development Corporation
Manufacturers and Traders Trust Company, as Trustee
Barclays Capital Inc., Senior Underwriter
Wells Fargo, Co-Senior Underwriter
June 25, 2015
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the Owners of the Series 2015A Bonds (the “**Trustee**”). The Series 2015A Bonds were issued to finance or refinance the costs of acquisition, construction, renovating and equipping of certain facilities (as defined in the Loan Agreement referenced below) (collectively, the “**Project**”).

The Issuer will loan the proceeds of the Series 2015A Bonds to Marist College (the “**College**”) pursuant to the terms of a Loan Agreement, dated as of June 1, 2015 (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 a certain Promissory Note, dated the Closing Date (the “**Series 2015A Note**”), in the principal amount of the Series 2015A Bonds, from the College to the Issuer and endorsed by the Issuer to the Trustee. The Issuer has assigned to the Trustee as security for the Series 2015A Bonds, for the benefit of the Owners of the Series 2015A Bonds, substantially all of its rights under the Loan Agreement pursuant to the Indenture. The Issuer and the College have entered into a Tax Regulatory Agreement, dated the date hereof (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**”). Barclays Capital Inc. (the “**Senior Underwriter**”) and Wells Fargo (the “**Co-Senior Underwriter**”; and together with the Senior Underwriter, the “**Underwriter**”) have agreed to purchase the Series 2015A pursuant to the terms of a Bond Purchase Agreement, dated June 2, 2015 (the “**Bond Purchase Agreement**”), among the Issuer, the Underwriter and the College.

The Series 2015A Bonds are dated June 25, 2015 (the “**Closing Date**”), and bear interest from the date thereof at the rate and pursuant to the respective terms of the Series 2015A Bonds. The Series 2015A 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 2015A 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 2015A 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 in this transaction including: (i) the

Dutchess County Local Development Corporation
Manufacturers and Traders Trust Company, as Trustee
Barclays Capital Inc., Senior Underwriter
Wells Fargo, Co-Senior Underwriter
June 25, 2015
Page 3

College in (a) the Bond Purchase Agreement, (b) the Tax Regulatory Agreement, (c) the Loan Agreement, (d) the Closing Certificate of the College, dated the date hereof, (e) the Bond Counsel Questionnaire submitted to us by the College, (f) the Continuing Disclosure Agreement, dated as of June 1, 2015 (the “**Continuing Disclosure Agreement**”) between the College and the Trustee, and (g) the Official Statement, dated June 2, 2015 (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, and (e) 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 2015A Bonds in order for the interest on the Series 2015A 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 LLP, Pawling, New York; counsel to the College, Corbally, Gartland & Rappleyea LLP, Poughkeepsie, New York; counsel to the Trustee, Hodgson Russ LLP, Albany, 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 2015A 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 2015A 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 2015A 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 2015A 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 2015A Bonds to be included in gross income for Federal income tax purposes retroactive to the date of issuance of the Series 2015A 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 2015A 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 exempt from Federal income tax under Section 501(a) of the Code. We have not independently verified the accuracy of those certifications and representations or that opinion.

Under existing law, assuming compliance with the tax covenants described herein and the accuracy of the aforementioned representations and certifications, interest on the Series 2015A Bonds is excluded from gross income for Federal income tax purposes under Section 103 of the Code. We are also of the opinion that such interest is not treated as a preference item in calculating the alternative minimum tax imposed under the Code with respect to individuals and corporations. Interest on the Series 2015A Bonds is, however, included in the adjusted current earnings of certain corporations for purposes of computing the alternative minimum tax imposed on such corporations.

8. Interest on the Series 2015A Bonds is exempt from personal income taxes imposed by the State of New York or any political subdivision of the State of New York, assuming compliance with the tax covenants and the accuracy of the representations and certifications described in paragraph 7 hereof.

Except as stated in the paragraphs 7 and 8 above, we express no opinion as to any other Federal, state or local tax consequences of the ownership or disposition of the Series 2015A Bonds. Furthermore, we express no opinion as to any Federal, state or local tax law consequences with respect to the Series 2015A Bonds, or the interest thereon, if any action is taken with respect to the Series 2015A 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 2015A 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

Dutchess County Local Development Corporation
Manufacturers and Traders Trust Company, as Trustee
Barclays Capital Inc., Senior Underwriter
Wells Fargo, Co-Senior Underwriter
June 25, 2015
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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 2015A Bonds, the Bond Purchase Agreement, the Indenture, the Loan Agreement, the Tax Regulatory 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 2015A 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 2015A 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,

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MARIST



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