NEW ISSUE – BOOK ENTRY ONLY

RATING: S&P: "BBB"
Stable Outlook
See: "RATING" herein

In the opinion of Co-Bond Counsel, interest on the Series A Bonds is excludable from gross income for purposes of federal income tax, assuming continuing compliance with the requirements of the federal tax laws. Interest on the Series A Bonds is not an item of tax preference for purposes of federal alternative minimum tax imposed on individuals. Interest on the Series B Bonds is not excludable from gross income. Co-Bond Counsel is also of the opinion that under the laws of the Commonwealth of Pennsylvania, as presently enacted and construed, interest on the Bonds is exempt from Pennsylvania personal income tax and corporate net income tax. See "TAX MATTERS" herein.

Ursinus College

PENNSYLVANIA HIGHER EDUCATIONAL FACILITIES AUTHORITY
(Commonwealth of Pennsylvania)
$9,040,000 Revenue Refunding Bonds (Ursinus College Project) Series A of 2022
$890,000 Revenue Refunding Bonds (Ursinus College Project) Federally Taxable Series B of 2022

Dated: Date of Delivery **Due: November 1, as shown on inside cover**

The Pennsylvania Higher Educational Facilities Authority (the "Authority") will issue $9,040,000 aggregate principal amount of its Revenue Refunding Bonds (Ursinus College Project) Series A of 2022 (the "Series A Bonds") and $890,000 aggregate principal amount of its Revenue Refunding Bonds (Ursinus College Project) Federally Taxable Series B of 2022 (the "Series B Bonds," and together with the Series A Bonds, the "Bonds") in denominations of $5,000 or any whole multiple thereof. The Bonds will be registered in the name of Cede & Co. as the registered owner and nominee for The Depository Trust Company ("DTC"), New York, New York.

The principal of and premium, if any, on the Bonds will be payable to the registered owner at the designated corporate trust agency office of The Bank of New York Mellon Trust Company, N.A., Pittsburgh, Pennsylvania, as trustee (the "Trustee") for the Bonds, or the designated corporate trust office of any successor Trustee. The Bonds will bear interest at the rates shown on the inside cover hereof. Interest on the Bonds will be payable semiannually on May 1 and November 1, commencing November 1, 2022, in each case by the Trustee to the registered owners by check, or by wire transfer at the request of holders of at least $1,000,000 aggregate principal amount of such Bonds.

The Bonds are payable solely from, and are secured solely by, an assignment and a pledge of, payments and other revenues to be received by the Authority under a Loan Agreement between the Authority and Ursinus College (the "College"), and from Bond proceeds and other moneys pledged to or held by the Trustee under the Trust Indenture between the Authority and the Trustee pursuant to which the Bonds are issued and secured.

The proceeds of the Series A Bonds will be applied, together with other available funds, to pay the costs of a project on behalf of the College consisting of: (i) the current refunding of a portion of the Authority's Revenue Bonds (Ursinus College Project), Series A of 2012 (the "2012 Bonds"), the proceeds of which were applied to finance the advance refunding of the Authority's Ursinus College Revenue Bonds, Series of 2003 and the funding of a debt service reserve fund; and (ii) the payment of certain costs of issuing the Series A Bonds.

The proceeds of the Series B Bonds will be applied to pay the costs of a project on behalf of the College consisting of: (i) the advance refunding of a portion of the 2012 Bonds; and (ii) the payment of certain costs of issuing the Series B Bonds.

The Bonds are subject to redemption prior to maturity as described herein.

There are risks associated with an investment in the Bonds. Certain of these risks are outlined under "BONDHOLDERS' RISKS" herein.

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY AND ARE PAYABLE SOLELY FROM PAYMENTS REQUIRED TO BE MADE BY THE COLLEGE UNDER THE LOAN AGREEMENT AND OTHER SOURCES DESCRIBED HEREIN. NEITHER THE GENERAL CREDIT OF THE AUTHORITY NOR THE CREDIT OR THE TAXING POWER OF THE COMMONWEALTH OF PENNSYLVANIA OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED FOR THE PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE BONDS, NOR SHALL THE BONDS BE OR BE DEEMED A GENERAL OBLIGATION OF THE AUTHORITY OR AN OBLIGATION OF THE COMMONWEALTH OF PENNSYLVANIA OR ANY POLITICAL SUBDIVISION THEREOF. THE AUTHORITY HAS NO TAXING POWER.

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds are offered when, as and if issued by the Authority, subject to prior sale, withdrawal or modification of the offer without any notice, and to the approving opinion of Ballard Spahr LLP, Philadelphia, Pennsylvania, and Turner Law, P.C., Philadelphia, Pennsylvania, as Co-Bond Counsel. Certain legal matters will be passed upon by Barley Snyder LLP, Lancaster, Pennsylvania, as counsel to the Authority; by Saul Ewing Arnstein & Lehr LLP, Philadelphia, Pennsylvania, as counsel to the College; and by Eckert Seamans Cherin & Mellott, LLC, Pittsburgh, Pennsylvania, as counsel to the Underwriter. It is expected that Bonds in definitive form will be delivered to DTC in New York, New York, on or about April 12, 2022.

STIFEL

This Official Statement is dated March 31, 2022.

PENNSYLVANIA HIGHER EDUCATIONAL FACILITIES AUTHORITY
(Commonwealth of Pennsylvania)
$9,040,000 Revenue Refunding Bonds (Ursinus College Project) Series A of 2022
$890,000 Revenue Refunding Bonds (Ursinus College Project) Federally Taxable Series B of 2022

MATURITY SCHEDULE – Series A Bonds

Maturity Date (November 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP*
2025	$950,000	5.000%	3.250%	105.825%	70917TEQ0
2026	1,000,000	5.000%	3.350%	106.911%	70917TER8
2027	1,050,000	5.000%	3.430%	107.874%	70917TES6
2028	1,100,000	5.000%	3.570%	108.287%	70917TET4
2029	1,155,000	5.000%	3.660%	108.770%	70917TEU1
2030	1,220,000	5.000%	3.750%	109.071%	70917TEV9
2031	1,285,000	5.000%	3.860%	109.033%	70917TEW7
2032	1,280,000	5.000%	3.940%	109.077%	70917TEX5

MATURITY SCHEDULE- Series B Bonds

Maturity Date (November 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP*
2024†	$890,000	3.700%	3.700%	100.00%	70917TEY3

* The above CUSIP (Committee on Uniform Securities Identification Procedures) numbers have been assigned by an organization, CUSIP Global Services (CGS), which is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Such parties are not affiliated with the Authority, the College or the Underwriter, and are not responsible for the selection or use of the CUSIP numbers. The CUSIP numbers are included solely for the convenience of bondholders and no representation is made as to the correctness of such CUSIP numbers. CUSIP numbers assigned to securities may be changed during the term of such securities based on a number of factors including, but not limited to, the refunding or defeasance of such issue or the use of secondary market financial products. None of the Authority, the College or the Underwriter has agreed to, and there is no duty or obligation to, update this Official Statement to reflect any change or correction in the CUSIP numbers set forth above.

† Term Bond.

PENNSYLVANIA HIGHER EDUCATIONAL FACILITIES AUTHORITY
(Commonwealth of Pennsylvania)
1035 Mumma Road, Suite 300
Wormleysburg, PA 17043

BOARD MEMBERS

Honorable Thomas W. Wolf Governor of the Commonwealth of Pennsylvania	President
Honorable Scott Martin Designated by the President Pro Tempore of the Senate	Vice President
Honorable Lindsay M. Williams Designated by the Minority Leader of the Senate	Vice President
Honorable Curtis G. Sonney Designated by the Speaker of the House of Representatives	Vice President
Honorable Stacy Garrity State Treasurer	Treasurer
Honorable Curtis M. Topper Secretary of General Services	Secretary
Honorable Napoleon J. Nelson Designated by the Minority Leader of the House of Representatives	Board Member
Honorable Timothy L. DeFoor Auditor General	Board Member
Honorable Noe Ortega Secretary of Education	Board Member

EXECUTIVE DIRECTOR
Eric Gutshall

AUTHORITY COUNSEL
(Appointed by the Office of General Counsel)
Barley Snyder LLP
Lancaster, Pennsylvania

TRUSTEE
The Bank of New York Mellon Trust Company, N.A.
Pittsburgh, Pennsylvania

CO-BOND COUNSEL
(Appointed by the Office of General Counsel)
Ballard Spahr LLP
Philadelphia, Pennsylvania
Turner Law, P.C.
Philadelphia, Pennsylvania

VETERAN BUSINESS ENTERPRISE COUNSEL
Law Office of Nathaniel M. Holmes, LLC
Harrisburg, Pennsylvania

COLLEGE COUNSEL
Saul Ewing Arnstein & Lehr LLP
Philadelphia, Pennsylvania

UNDERWRITER
Stifel, Nicolaus & Company, Incorporated
Pittsburgh, Pennsylvania

COUNSEL TO UNDERWRITER
Eckert Seamans Cherin & Mellott, LLC
Pittsburgh, Pennsylvania

No dealer, broker, salesperson or other person has been authorized by the Authority, the College or the Underwriter (hereinafter defined) to give any information or to make any representations with respect to the Bonds other than those in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, and there shall not be a sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

Except for the information concerning the Authority, the information contained herein is not to be construed as a representation by the Authority.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information 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 Authority, the College, or in any other matter described herein, since the date hereof or the dates of the information contained herein.

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

The offering of the Bonds is made only by means of the entire Official Statement. This Official Statement is deemed "final" by the Authority and the College within the meaning of Rule 15c2-12(b) under the Securities Exchange Act of 1934, as amended.

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

If and when included in this Official Statement, the words "expects," "forecasts," "projects," "intends," "anticipates," "estimates," "assumes" and analogous expressions are intended to identify forward-looking statements and any such statements inherently are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those that have been projected. Such risks and uncertainties which could affect the revenues and obligations of the College include, among others, changes in economic conditions, mandates from other governments and various other events, conditions and circumstances, many of which are beyond the control of the College. Such forward-looking statements speak only as of the date of this Official Statement. The College disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any changes in the College's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based. None of the information contained herein, including any assumptions which relate to any forward-looking statements, has been modified to reflect changes, if any, which may occur as a result of the COVID-19 pandemic.

TABLE OF CONTENTS*

* This Table of Contents is for convenience of reference only and does not list all of the subjects in this Official Statement. In all instances, references should be made to the complete Official Statement to determine the subjects discussed in it. The order and placement of material in this Official Statement, including the Appendices, are not to be deemed a determination of relevance, materiality or importance, and this Official Statement, including the Appendices, must be considered in its entirety.

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OFFICIAL STATEMENT

Relating to

PENNSYLVANIA HIGHER EDUCATIONAL FACILITIES AUTHORITY
(Commonwealth of Pennsylvania)
$9,040,000 Revenue Refunding Bonds (Ursinus College Project) Series A of 2022
$890,000 Revenue Refunding Bonds (Ursinus College Project) Federally Taxable Series B of 2022

INTRODUCTORY STATEMENT

This Introductory Statement is provided to furnish information with respect to the $9,040,000 aggregate principal amount of its Revenue Refunding Bonds (Ursinus College Project) Series A of 2022 (the "Series A Bonds") and $890,000 aggregate principal amount of its Revenue Refunding Bonds (Ursinus College Project) Federally Taxable Series B of 2022 (the "Series B Bonds," and together with the Series A Bonds, the "Bonds") being issued by the Pennsylvania Higher Educational Facilities Authority (the "Authority") under a Trust Indenture, dated as of April 1, 2022 (the "Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., a national banking association, Pittsburgh, Pennsylvania, as trustee (the "Trustee"). The Bonds will be dated the date of their initial delivery, will mature on the date or dates set forth on the inside cover hereof, and will be subject to redemption prior to maturity as described herein under "THE BONDS – Redemption Prior to Maturity."

The Authority will loan the proceeds of the Bonds to Ursinus College, a Pennsylvania nonprofit corporation (the "College"), pursuant to a Loan Agreement dated as of April 1, 2022, between the Authority and the College (the "Loan Agreement"). The College is a private institution of higher education, located in the Borough of Collegeville, Montgomery County, Pennsylvania, which is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. Certain information regarding the College is set forth in Appendix A to this Official Statement and certain financial statements of the College are set forth in Appendix B to this Official Statement.

Definitions of certain terms used herein and summaries of certain provisions of the Indenture and the Loan Agreement are included in Appendix C hereto, the form of the Continuing Disclosure Certificate is set forth in Appendix D hereto and the form of opinion of Co-Bond Counsel is set forth in Appendix E hereto. The description and summaries of the Loan Agreement, the Indenture and other documents contained herein do not purport to be comprehensive and are qualified in their entirety by reference to such documents, and all references to the Bonds are qualified in their entirety by the definitive form thereof included in the Indenture. Words and terms defined in such documents and not defined herein shall have the meanings set forth in such documents. Copies of such documents will be available during the initial offering period from the Underwriter, and thereafter, will be available for inspection at the corporate trust office of the Trustee in Pittsburgh, Pennsylvania or at the designated corporate trust office of any successor Trustee.

The Authority

The Authority is a body corporate and politic, constituting a public corporation and a governmental instrumentality of the Commonwealth of Pennsylvania (the "Commonwealth"), created by the Pennsylvania Higher Educational Facilities Authority Act of 1967 (Act. No. 318 of the General Assembly of the Commonwealth, approved December 6, 1967, as amended) (the "Act"). The Authority's address is 1035 Mumma Road, Suite 300, Wormleysburg, Pennsylvania 17043. The Authority has no taxing power. For additional information concerning the Authority, see "THE AUTHORITY" herein.

The College

The College is a Pennsylvania nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The College's campus is located in the Borough of Collegeville, Montgomery County, Pennsylvania. For more information regarding the College, see Appendices A and B hereto.

The Trustee

The Bank of New York Mellon Trust Company, N.A., Pittsburgh, Pennsylvania, has been appointed to serve as the trustee under the Indenture.

The Refunding Project

The proceeds of the sale of the Series A Bonds will be used, together with other available funds, to finance the costs of a project on behalf of the College consisting of: (i) the current refunding of a portion of the Authority's Revenue Bonds (Ursinus College Project), Series A of 2012 (the "2012 Bonds"), the proceeds of which were applied to finance the advance refunding of certain tax-exempt indebtedness of the College; and (ii) the payment of certain costs of issuing the Series A Bonds.

The proceeds of the sale of the Series B Bonds will be used, together with other available funds, to finance the costs of a project on behalf of the College consisting of: (i) the advance refunding of a portion of the 2012 Bonds; and (ii) the payment of certain costs of issuing the Series B Bonds. (See "THE REFUNDING PROJECT" herein.)

Authorized Denominations; Book-Entry Only

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds, and the Bonds will be registered in the name of Cede & Co., as registered owner and nominee for DTC. Individual purchases of Bonds will be made in book-entry form, in the authorized denomination of $5,000 and any whole multiple thereof. So long as Cede & Co. or any successor nominee of DTC is the registered owner of the Bonds, references herein to the Bondholders, Holders, holders, owners or registered owners shall mean Cede & Co., or such successor nominee, and shall not mean the Beneficial Owners (hereinafter defined) of the Bonds. Principal and interest on the Bonds are payable by the Trustee to Cede & Co., as nominee for DTC, which will, in turn, remit such principal and interest to the DTC Participants for subsequent disbursement to the Beneficial Owners. (See "THE BONDS -- Book Entry Only System" herein).

Security for Bonds

The proceeds of the Bonds will be loaned to the College under the Loan Agreement and secured, except as otherwise described herein, by an assignment to the Trustee of the Loan Agreement and the loan payments due thereunder.

The Bonds are limited obligations of the Authority payable solely from pledged revenues and other moneys assigned and pledged under the Indenture to secure such payment, including (i) the loan payments required to be made by the College under the Loan Agreement, and (ii) moneys and obligations held by the Trustee in certain funds established under the Indenture. (See "SECURITY AND SOURCES OF PAYMENT FOR BONDS" herein.)

The Loan Agreement is the general obligation of the College and the full faith and credit of the College is pledged to secure the payments required thereunder. The College's obligations under the Loan Agreement are secured by a pledge of the Pledged College Revenues (as further described under "SECURITY AND SOURCES OF PAYMENT FOR BONDS – Pledged College Revenues" below). For a summary of certain provisions of the Loan Agreement, see "THE LOAN AGREEMENT" in Appendix C hereto.

Pursuant to the terms of an Intercreditor Agreement, as amended and supplemented to date (the "Intercreditor Agreement") by and among the Authority, the College, The Bank of New York Mellon Trust Company, N.A., in its capacity as Trustee and as trustee for the Existing Bonds (as defined below), and JPMorgan Chase Bank, following an event of default under the Loan Agreement or any Parity Debt Agreement (as defined below), the Trustee has agreed to hold the Pledged College Revenues for the equal and ratable benefit of the holders of all Existing Bonds (as defined hereunder), the Bonds, and any additional Indebtedness hereafter issued and secured on a parity with the Bonds with respect to the lien on the Pledged College Revenue (the "Parity Indebtedness").

Additional Indebtedness

Upon compliance with the terms and conditions of the Loan Agreement and any agreements entered into by the College to secure its obligations with respect to Parity Indebtedness ("Parity Debt Agreements"), the College may incur additional debt on a parity with the Bonds with respect to the lien on the Pledged College Revenues. See "SOURCES OF AND SECURITY FOR PAYMENT OF THE BONDS – Additional Indebtedness".

Bondholders' Risks

Certain risks associated with the purchase of the Bonds are set forth in the section entitled "BONDHOLDERS' RISKS" herein. Careful evaluation should be made of the risks set forth in such section and elsewhere in the Official Statement concerning the factors which may affect the payment of principal and interest on the Bonds when due.

Underlying Documents

The descriptions and summaries of various documents set forth in this Official Statement do not purport to be comprehensive or definitive, and reference is made to each document for complete details of all terms and conditions thereof. All statements herein are qualified in their entirety by the terms of each such document. Copies of the Indenture, the Loan Agreement and the Continuing Disclosure Certificate, each as described herein, are available for inspection at the corporate trust office of the Trustee located at 500 Ross Street, 12th Floor, Pittsburgh, PA 15262.

THE AUTHORITY

The Authority is a body corporate and politic, constituting a public corporation and a governmental instrumentality of the Commonwealth, created by the Act. The Authority's address is 1035 Mumma Road, Suite 300, Wormleysburg, Pennsylvania 17043.

Under the Act, the Authority consists of the Governor of the Commonwealth, the State Treasurer, the Auditor General, the Secretary of Education, the Secretary of the Department of General Services, the President Pro Tempore of the Senate, the Speaker of the House of Representatives, the Minority Leader of the Senate and the Minority Leader of the House of Representatives. The President Pro Tempore of the Senate, the Speaker of the House of Representatives, the Minority Leader of the Senate and the Minority Leader of the House of Representatives may designate a member of their respective legislative bodies to act as a member of the Authority in his or her stead. The members of the Authority serve without compensation, but are entitled to reimbursement for all necessary expenses incurred in connection with the performance of their duties as members. The powers of the Authority are exercised by a governing body consisting of the members of the Authority acting as a board.

The Authority is authorized under the Act to, among other things, acquire, construct, finance, improve, maintain and operate any educational facility (as therein defined), with the rights and powers, inter alia: (1) to finance projects for colleges (including universities) by making loans to such colleges which may be evidenced by, and secured as provided in, loan agreements, security agreements or other contracts, leases or agreements; (2) to borrow money for the purpose of paying all or any part of the cost of construction, acquisition, financing, alteration, reconstruction and rehabilitation of any educational facility which the Authority is authorized to acquire, construct, finance, improve, install, maintain or operate under the provisions of the Act and to pay the expenses incident to the provision of such loans; and (3) to issue bonds and other obligations for the purpose of paying the cost of projects, and to enter into trust indentures providing for the issuance of such obligations and for their payment and security.

The Authority has issued from time to time other series of revenue bonds and notes for the purpose of financing projects for other higher educational institutions in the Commonwealth. None of the revenues of the Authority with respect to its revenue bonds and notes issued for the benefit of other institutions will be pledged as security for any bonds or notes issued for the benefit of the College. Further, no revenue bonds and notes issued for the benefit of other institutions will be payable from or secured by the revenues of the Authority or other moneys securing any bonds or notes issued for the benefit of the College.

The Authority may issue in the future other series of bonds for the purpose of financing other projects, including other educational facilities. Each such series of bonds to the extent issued to benefit educational institutions other than the College is or will be secured by instruments separate and apart from the Indenture securing the Bonds.

The Act provides that the Authority is to obtain from the Pennsylvania State Public School Building Authority ("SPSBA" and, together with the Authority, the "Authorities"), for a fee, those executive, fiscal and administrative services which are not available from the colleges and universities, as may be required to carry out the functions of the Authority under the Act. Accordingly, the Authorities share an executive, fiscal and administrative staff and operate under a joint administrative budget.

The following are key staff members of the Authority who are involved in the administration of the financings and projects:

Eric Gutshall
Executive Director

Mr. Gutshall was appointed by Governor Wolf as Executive Director of the Authority and SPSBA on December 9, 2019. He previously served as Governor Wolf's Secretary of Intergovernmental Affairs and as Director of Constituent Services. He obtained his Bachelor of Science degree in Business Administration from Central Pennsylvania College and his Master of Public Administration from the University of Pennsylvania.

Beverly M. Nawa
Director of Operations

Ms. Nawa serves as the Director of Operations of both the Authority and SPSBA. She has been with the Authorities since 2004. She served as Acting Executive Director from October 2018 to December 2019. Ms. Nawa is a graduate of Alvernia University with a bachelor's degree in business administration

David Player
Comptroller & Director of Financial Management

Mr. Player serves as the Comptroller & Director of Financial Management of both the Authority and SPSBA. He has been with the Authority and SPSBA since 1999. Mr. Player is a graduate of Penn State with a bachelor's degree in accounting and is a certified public accountant.

THE AUTHORITY HAS NOT PREPARED OR ASSISTED IN THE PREPARATION OF THIS OFFICIAL STATEMENT, EXCEPT THE STATEMENTS UNDER THIS SECTION AND UNDER THE HEADING "LITIGATION" (AS IT RELATES TO THE AUTHORITY), AND, EXCEPT AS AFORESAID, THE AUTHORITY DISCLAIMS RESPONSIBILITY FOR THE DISCLOSURES SET FORTH HEREIN MADE IN CONNECTION WITH THE OFFER, SALE, AND DISTRIBUTION OF THE BONDS.

THE BONDS

General

The Bonds will be dated, and will bear interest from, the date of their initial delivery. The Bonds will mature, unless previously called for redemption, on the dates and in the amounts set forth on the inside cover hereof, and will bear interest at the rates set forth on the inside cover hereof. Interest will be payable on May 1 and November 1 of each year (each, an "Interest Payment Date"), commencing November 1, 2022. The Bonds will be issued as fully registered Bonds without coupons and will be in the denomination of $5,000 or any whole multiple thereof.

The principal or redemption price of the Bonds will be payable upon presentation and surrender of the Bonds at the designated corporate trust agency office of the initial Trustee or any successor Trustee and interest on the Bonds will be paid on the applicable Interest Payment Date by check mailed to the owners of Bonds shown as the registered owners on the registration books maintained by the Trustee as registrar at the close of business on the fifteenth (15^{th})

day of the calendar month next preceding such Interest Payment Date. The interest and the principal or redemption price becoming due on the Bonds shall, at the written request of the registered owner of at least $1,000,000 aggregate principal amount of the Bonds received by the Trustee at least two Business Days before the corresponding Regular Record Date or maturity or redemption date, be paid by wire transfer within the continental United States in immediately available funds to the bank account number of the registered owner specified in such request and entered by the Trustee on the register, but, in the case of principal or redemption price, only upon presentation and surrender of the Bonds at a designated corporate trust office of the Trustee. (See "THE BONDS -- Book Entry Only System" below.)

The Trustee shall act as registrar, paying agent and transfer agent for the Bonds.

As used herein, "Business Day" means any day other than a Saturday or Sunday or a day on which banks located in Pittsburgh, Pennsylvania, New York, New York, or any other city in which the Payment Office of the Trustee is located are authorized or required by law or executive order to close or a day on which the New York Stock Exchange or DTC is closed.

Book Entry Only System

The Bonds will be available initially only in book-entry form. Purchasers of the Bonds will not receive certificates representing their interest in the Bonds.

The following information concerning DTC and DTC's book-entry only system has been obtained from DTC. The College, the Authority and the Underwriter take no responsibility for the accuracy of the information set forth in this section, and neither the Participants (as defined below) nor the Beneficial Owners (as defined below) should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the Participants, as the case may be.

DTC, the world's largest 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, as amended. 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 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for such Bonds on DTC's records. The ownership interest of each actual purchaser of each 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 purchases. 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 Participants through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in 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 Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by 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 Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 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. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent by the Trustee to DTC. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the Bonds to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to 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 Authority or the Trustee as soon as possible after the record date with respect to any request for consent or vote. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose account the respective Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal, redemption price and interest on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or Trustee, on each 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 Participants and not of DTC, the Trustee, the Authority or the College, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest to Cede & Co. (or to such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Bond certificates are required to be printed and delivered. The Authority may determine to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered as described in the Indenture.

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

IT IS THE DUTY OF EACH BENEFICIAL OWNER TO MAKE ARRANGEMENTS WITH THE APPLICABLE DIRECT PARTICIPANT OR INDIRECT PARTICIPANT TO RECEIVE FROM SUCH PARTICIPANT NOTICES OF PAYMENTS OF PRINCIPAL, PREMIUM (IF ANY) AND INTEREST, AND ALL OTHER PAYMENTS AND COMMUNICATIONS WHICH THE DIRECT PARTICIPANT RECEIVES FROM DTC. NEITHER THE AUTHORITY NOR THE TRUSTEE HAS ANY DIRECT OBLIGATION OR RESPONSIBILITY TO DIRECT PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS.

THE AUTHORITY, THE TRUSTEE AND THE COLLEGE CANNOT AND DO NOT GIVE ANY ASSURANCES THAT DTC, THE DIRECT PARTICIPANTS OR THE INDIRECT PARTICIPANTS WILL DISTRIBUTE TO THE BENEFICIAL OWNERS OF THE BONDS (1) PAYMENTS OF PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE BONDS, (2) CONFIRMATION OF BENEFICIAL OWNERSHIP INTEREST IN THE BONDS, OR (3) REDEMPTION OR OTHER NOTICES SENT TO DTC OR CEDE & CO., ITS NOMINEE, AS THE REGISTERED OWNER OF THE BONDS, OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC, DIRECT PARTICIPANTS OR INDIRECT PARTICIPANTS WILL SERVE AND ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT. THE CURRENT "RULES" APPLICABLE TO DTC ARE ON FILE WITH THE SECURITIES AND EXCHANGE COMMISSION, AND THE CURRENT "PROCEDURES" OF DTC TO BE FOLLOWED IN DEALING WITH DIRECT PARTICIPANTS ARE ON FILE WITH DTC.

NONE OF THE AUTHORITY, THE TRUSTEE, OR THE COLLEGE SHALL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANT, INDIRECT PARTICIPANT OR ANY BENEFICIAL OWNER OR ANY OTHER PERSON NOT SHOWN ON THE REGISTRATION BOOKS OF THE TRUSTEE AS BEING A BONDHOLDER WITH RESPECT TO (1) THE BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (3) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE BONDS; (4) THE DELIVERY BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE INDENTURE TO BE GIVEN TO BONDHOLDERS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF THE BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS REGISTERED OWNER OF THE BONDS.

So long as Cede & Co. is the registered owner of the Bonds as nominee of DTC, references herein to the Holders, holders, owners or registered owners of such Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the Bonds.

Redemption Prior to Maturity

The Bonds will be subject to redemption prior to maturity as follows:

Optional Redemption. The Bonds are not subject to optional redemption prior to maturity.

Mandatory Sinking Fund Redemption- Series A Bonds. The Series A Bonds are not subject to mandatory sinking fund redemption prior to maturity.

Mandatory Sinking Fund Redemption- Series B Bonds. The Series B Bonds maturing on November 1, 2024 are subject to mandatory sinking fund redemption prior to maturity in part by lot at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued interest to the redemption date on November 1 of the years and in the respective principal amounts set forth below:

Series B Bonds Due November 1, 2024

Year (November 1)	Principal Amount
2022	$285,000.00
2023	$295,000.00
2024*	$310,000.00

*Final maturity.

At its option, the College may deliver to the Trustee for cancellation Bonds purchased by the College pursuant to the Indenture. The Bonds so purchased, delivered and canceled shall be credited by the Trustee at 100% of the principal amount thereof against the mandatory sinking fund redemption obligations of the Authority with respect to Bonds of the same maturity in such order of maturity as may be directed in writing by the College.

Procedure for and Notice of Redemption

The Trustee is required to cause notice of the call for redemption, identifying the Bonds or portions thereof to be redeemed, to be sent by first class mail, not more than 60 days and not less than 30 days prior to the date set for redemption of all or part of such Bonds, to the registered owner of each Bond to be redeemed at such owner's registered address. So long as the Bonds or any portion thereof are held by DTC, the Trustee shall send each notice of redemption of such Bonds to DTC. Failure to mail any such notice or defect in the mailing thereof in respect of any Bond shall not affect the validity of the redemption of any other Bond with respect to which notice is properly given.

If less than all Bonds of a series are to be redeemed, the particular Bonds to be called for redemption shall be selected from the maturities designated in writing by the College and within a maturity by lot by any method determined by the Trustee to be fair and reasonable; provided that if any Bond is to be redeemed in part, the principal portion to remain outstanding must be in an authorized denomination. If less than all Bonds of a single maturity are to be redeemed, the selection of Bonds within such series and maturity, or portions thereof in authorized denominations, to be redeemed shall be made by lot by the Trustee in any manner which the Trustee may determine. In the case of a partial redemption of Bonds, when Bonds of denominations greater than $5,000 are then Outstanding, each $5,000 unit of face value of principal thereof shall be treated as if it were a separate Bond of the denomination of $5,000.

The provisions in this subsection captioned "Redemption" are subject to the provisions discussed in the subsection entitled "Book-Entry-Only System."

THE REFUNDING PROJECT

The Bonds are being issued by the Authority for the purpose of undertaking the refunding of certain outstanding revenue bonds of the Authority issued on behalf of the College as herein described, and to pay certain costs of issuance in respect of the Bonds.

Series A Proceeds. Concurrently with the issuance of the Series A Bonds, the College will apply a portion of the proceeds of the Series A Bonds, together with other available funds, to the current refunding of a portion of the outstanding 2012 Bonds, including those 2012 Bonds stated to mature on January 1 in the years 2025, 2027, 2029 and 2033 (the "Currently Refunded 2012 Bonds"). The proceeds of the 2012 Bonds were applied to finance the advance refunding of the Authority's Ursinus College Revenue Bonds, Series of 2003 and the funding of a debt service reserve fund. The Currently Refunded 2012 Bonds are currently outstanding in the aggregate principal amount of $10,815,000.

Series B Proceeds. Concurrently with the issuance and delivery of the Series B Bonds, a portion of the proceeds thereof will be deposited under an escrow deposit agreement among the College, the Authority and the Trustee, as escrow agent, and applied, together with earnings on the investment thereof, to the payment of the principal of, and interest due on, the 2012 Bonds stated to mature on January 1, 2023 (the "Advance Refunded 2012 Bonds"), presently outstanding in the aggregate principal amount of $830,000, to and including January 1, 2023, and to the payment at maturity of such Advance Refunded 2012 Bonds at par on January 1, 2023. Upon the issuance and delivery of the Series B Bonds, the Advance Refunded 2012 Bonds will no longer be Outstanding under the Indenture.

Causey Demgen & Moore P.C. (the "Verification Agent") will provide, at the time of delivery of the Series B Bonds, a report to the effect that such firm has verified the arithmetical accuracy of certain schedules provided to it with respect to the adequacy of the cash and the maturing principal of and interest on the investment thereof to pay when due the maturing principal or redemption price of, and the interest on, the Advance Refunded 2012 Bonds to the final maturity date. The Verification Agent will express no opinion as to any assumptions provided to it.

ESTIMATED SOURCES AND USES OF FUNDS

The following table sets forth the estimated sources and uses of funds in connection with the issuance of the Bonds:

Estimated Sources of Funds:	**Series A Bonds**	**Series B Bonds**	**Total**
Principal Amount of Series A Bonds	$9,040,000.00	$ 0.00	$ 9,040.000.00
Principal Amount of Series B Bonds	0.00	890,000.00	890,000.00
Net Original Issue Premium	$ 742,500.85	$ 0.00	$ 742,500.85
Transfers from Prior Issue	$1,369,303.22	$ 0.00	$ 1,369,303.22
Total Sources of Funds	$11,151,804.07	$ 890,000.00	$12,041,804.07
Estimated Uses of Funds:			
Refunding of Currently Refunded 2012 Bonds	$10,952,991.25	$ 0.00	$10,952,991.25
Escrow Requirement for Refunding of the Advance Refunded 2012 Bonds	0.00	863,741.37	863,741.37
Costs of Issuance [1]	$ 198,812.82	$ 26,258.63	$ 225,071.45
Total Uses of Funds	$11,151,804.07	$ 890,000.00	$12,041,804.07

[2] Includes Underwriter's discount, counsel fees (including Co-Bond Counsel, College counsel and Underwriter's counsel), rating agency fees, Trustee, and Escrow Agent fees, accounting fees, verification agent fees, printing costs, Authority fee and other expenses related to issuance of the Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The Bonds are limited obligations of the Authority and are payable solely from the sources referred to herein. Neither the general credit of the Authority nor the credit or the taxing power of the Commonwealth of Pennsylvania (the "Commonwealth") or of any political subdivision thereof is pledged for the payment of the principal or redemption price of or interest on the Bonds, nor shall the Bonds be or be deemed a general obligation of the Authority or an obligation of the Commonwealth or any political subdivision thereof. The Authority has no taxing power.

The Bonds will be payable solely from, and secured by, the revenues and other moneys pledged and assigned pursuant to the Indenture to secure that payment. Those revenues and other moneys include the payments required to be made by the College under the Loan Agreement (other than certain fees and indemnification payments required to be made to the Authority); all other moneys receivable by the Authority, or by the Trustee for the account of the Authority, in respect of repayment of the loan of the proceeds of the Bonds; and certain monies and securities in the funds and accounts held by the Trustee under the Indenture (collectively, the "Revenues").

Set forth below is a brief discussion of certain provisions of the Loan Agreement and the Indenture which relate to the security for the Bonds. Reference should be made to Appendix C hereto for a further description of the provisions of the Loan Agreement and the Indenture.

The Indenture

The Bonds will be issued under and secured by the Indenture. The Indenture provides that all Bonds issued thereunder will be limited obligations of the Authority, payable solely from the sources identified therein, which include: (i) payments required to be made by the College under the Loan Agreement (other than certain fees and indemnification payments required to be paid to the Authority or to the Trustee), and (ii) certain moneys and securities held by the Trustee under the Indenture and investment earnings thereon (but excluding the Rebate Fund). See "THE INDENTURE" in Appendix C hereto for a summary of certain provisions of the Indenture.

The Loan Agreement

Under the Loan Agreement, the College will be obligated to make loan payments in amounts necessary to provide for the payment as and when due of the principal or redemption price of, and interest on, the Bonds, any amounts that may be required to make up any deficiency that may occur in any funds and accounts established under the Indenture, and to provide for certain other payments required by the Indenture. The Authority will assign the Loan Agreement, including its right to receive loan payments thereunder (other than certain fees, expenses and indemnification payments required to be paid to the Authority or to the Trustee) to the Trustee as security for the Bonds.

The Loan Agreement is the general obligation of the College and the full faith and credit of the College is pledged to secure the payments required thereunder. The College's obligations under the Loan Agreement are secured by a pledge of the Pledged College Revenues (as further described under "Pledged College Revenues" below). For a summary of certain provisions of the Loan Agreement, see "THE LOAN AGREEMENT" in Appendix C hereto.

Pledged College Revenues

To secure its obligations under the Loan Agreement, the College will grant to the Trustee (as the assignee of the Authority) a lien on and security interest in its Pledged College Revenues, on a parity with any lien on and security interest in its revenues heretofore or hereafter granted by the College to secure the College's obligations with respect to any Parity Indebtedness incurred by or for the benefit of the College (see "Existing Bonds" and "Additional Indebtedness" below). The term "Pledged College Revenues" is defined in Appendix C hereto. The existence of such lien and security interest in the Pledged College Revenues will not prevent the College from expending, depositing or commingling such funds so long as the College is not in default under the Loan Agreement and any Parity Debt Agreements. The Trustee will become a party to the Intercreditor Agreement dated as of November 1, 2012, as previously supplemented and as further supplemented by Supplement No. 3 dated as of April 1, 2022 (together, as the same may be further amended or supplemented from time to time, the "Intercreditor Agreement"), with The Bank of New York Mellon Trust Company, N.A., as trustee for the Existing Bonds described below under "Existing Bonds," JPMorgan Chase Bank, and the College, establishing the parity treatment of their security interests as described above.

Existing Bonds

The following series of bonds issued for the benefit of the College remain outstanding: (i) $18,865,000 Pennsylvania Higher Educational Facilities Authority Ursinus College Revenue Bonds, Series A of 2012 (the "2012A Bonds"), of which $11,645,000 remain outstanding (until the issuance and delivery of the Bonds); (ii) $12,880,000 Pennsylvania Higher Educational Facilities Authority Ursinus College Revenue Bonds, Series of 2013 (the "2013 Bonds"), of which $8,385,000 remain outstanding; (iii) $12,160,000 Pennsylvania Higher Educational Facilities Authority Ursinus College Revenue Bonds, Series of 2015 (the "2015 Bonds"), of which $10,445,000 remain outstanding; (iv) $23,000,000 Montgomery County Higher Education and Health Authority Ursinus College Revenue Bonds, Series 2016 (the "2016 Bonds"), of which $13,100,000 remain outstanding; and (v) $11,820,000 Montgomery County Higher Education and Health Authority Ursinus College Revenue Bonds, Series 2019 (the "2019 Bonds"), of which $11,820,000 remain outstanding. The 2012A Bonds, 2013 Bonds, the 2015 Bonds, the 2016 Bonds, and the 2019 Bonds are referred to collectively as the "Existing Bonds". The Existing Bonds constitute "Parity Indebtedness".

In addition, in March 2020, the College obtained a $5,000,000 working capital line of credit (the "Line of Credit") from JPMorgan Chase Bank, which line of credit is secured by the College Pledged Revenues on a parity basis under the Intercreditor Agreement. The line of credit has not yet been drawn upon and currently has a zero dollar balance. The obligations of the College with respect to such line of credit constitute "Parity Indebtedness".

As described above, the Bonds will be secured on parity basis with the Existing Bonds and other Parity Indebtedness with respect to the lien on the Pledged College Revenues.

The Parity Debt Agreements for each series of the Existing Bonds and the Line of Credit contain various covenants and agreements, solely for the benefit of the holders of the Existing Bonds and the lender pursuant to the Line of Credit, as applicable, which will be in effect so long as any of the applicable series of Existing Bonds or the Line of Credit (as the case may be) remain outstanding. A default by the College in its obligations under the existing Parity Debt Agreements could result in a default under the Indenture that secures the Bonds or the Parity Debt Agreements relating to the Line of Credit. Prior to the closing for the issuance of the Bonds, copies of the Parity Debt Agreements for the Existing Bonds may be obtained upon request to the Underwriter.

Pursuant to the terms of the Intercreditor Agreement, the Trustee has agreed, following an event of default under the Loan Agreement and any Parity Debt Agreement, to hold and distribute the Pledged College Revenues for the equal and ratable benefit of the holders of all Existing Bonds, the Bonds, the lender pursuant to the Line of Credit, and any additional Parity Indebtedness hereafter issued.

Additional Indebtedness

The College may incur, guaranty or assume additional indebtedness upon compliance with specified requirements and limitations contained in the Loan Agreement and the Parity Debt Agreements. To the extent permitted under the Loan Agreement and the Parity Debt Agreements, such additional indebtedness may be secured by liens on and security interests in property of the College, including a lien on and security interest in the Pledged College Revenues on a parity with the lien on and security interest in the Pledged College Revenues granted to secure the Bonds and any Parity Indebtedness of the College. See "THE LOAN AGREEMENT – "Incurrence of Additional Indebtedness" and "Security for Indebtedness" in Appendix C hereto for a description of the requirements and limitations relating to the incurrence of and security for additional indebtedness which may be incurred by the College.

Rate Covenant

Under the Loan Agreement, the College covenants that it will establish, charge and collect tuition, student fees and charges for services provided by the College such that Net Revenues (as defined in Appendix C hereto), together with other funds available therefor (including capitalized interest held by the Trustee under the Indenture) will equal or exceed, in each fiscal year, 110% of the Debt Service Requirements on all Long-Term Indebtedness for such fiscal year. See "THE LOAN AGREEMENT – Rate Covenant" in Appendix C hereto.

No Liens on Any Other Properties

Except as described above under "Pledged College Revenues," the College has not given or granted a mortgage lien or other security interest or encumbrance upon any real property of the College to secure its payment obligations under the Loan Agreement. In the Loan Agreement, the College covenants and agrees that it shall not grant any liens on its Pledged College Revenues or any of its other property (whether real or personal, and whether owned as of the date of issuance of the Bonds or acquired thereafter) except for Permitted Encumbrances (as defined in Appendix C hereto).

AGGREGATE DEBT SERVICE ON OUTSTANDING BONDS

The following table shows the debt service (principal and interest only) payable with respect to the College's outstanding bonds after the issuance of the Bonds, all of which are secured by a pledge of Pledged College Revenues, and the aggregate debt service payable for all such bonds for each fiscal year of the College.

DATE	Series of 2013	Series of 2015	Series 2016	Series 2019	Series A of 2022	Series B of 2022	TOTAL
06/30/2023	$973,750	$660,300	$675,100	$472,800	$475,856	$314,395	$3,572,201
06/30/2024	975,150	662,350	675,100	472,800	452,000	311,928	3,549,328
06/30/2025	975,950	664,100	675,100	472,800	452,000	315,735	3,555,685
06/30/2026	976,150	660,550	675,100	472,800	1,378,250	-	4,162,850
06/30/2027	977,150	661,850	675,100	472,800	1,379,500	-	4,166,400
06/30/2028	976,400	672,850	675,100	472,800	1,378,250	-	4,175,400
06/30/2029	973,900	672,450	675,100	472,800	1,374,500	-	4,168,750
06/30/2030	974,650	671,725	675,100	472,800	1,373,125	-	4,167,400
06/30/2031	978,400	674,825	675,100	472,800	1,378,750	-	4,179,875
06/30/2032	973,600	307,400	675,100	472,800	1,381,125	-	3,810,025
06/30/2033	977,600	307,400	675,100	472,800	1,312,000	-	3,744,900
06/30/2034	-	2,772,400	675,100	472,800	-	-	3,920,300
06/30/2035	-	2,768,800	675,100	472,800	-	-	3,916,700
06/30/2036	-	2,766,400	675,100	472,800	-	-	3,914,300
06/30/2037	-	-	2,239,975	472,800	-	-	2,712,775
06/30/2038	-	-	2,237,725	472,800	-	-	2,710,525
06/30/2039	-	-	2,236,350	472,800	-	-	2,709,150
06/30/2040	-	-	2,233,275	472,800	-	-	2,706,075
06/30/2041	-	-	2,228,131	472,800	-	-	2,700,931
06/30/2042	-	-	2,227,738	472,800	-	-	2,700,538
06/30/2043	-	-	2,221,831	472,800	-	-	2,694,631
06/30/2044	-	-	-	3,197,200	-	-	3,197,200
06/30/2045	-	-	-	3,198,700	-	-	3,198,700
06/30/2046	-	-	-	3,195,600	-	-	3,195,600
06/30/2047	-	-	-	3,197,700	-	-	3,197,700
Total	**$10,732,700**	**$14,923,400**	**$25,076,425**	**$22,718,000**	**$12,335,356**	**$942,058**	**$86,727,939**

Note: All of the outstanding 2012A Bonds will be refunded with the issuance of the Bonds. Aggregate debt service does not include a Sustainable Energy Fund Loan of which approximately $1,048,357 is currently outstanding. Proceeds of the loan are being used to finance various energy savings projects on the College's campus. The loan is secured solely by the equipment and property acquired with the loan proceeds, and is not secured by the Pledged College Revenues.

BONDHOLDERS' RISKS

The Bonds are limited obligations of the Authority and are payable solely from payments made pursuant to the Loan Agreement. **No representation or assurance can be given to the effect that the College will generate sufficient revenues to meet the College's payment obligations under the Loan Agreement.**

Future legislation, regulatory actions, economic conditions, changes in private philanthropy, changes in the number of students in attendance at the College, competition or other factors could adversely affect the College's ability to generate revenues. Neither the Underwriter nor the Authority has made any independent investigation of the extent to which any of these factors could have an adverse impact on the revenues of the College.

General

The Bonds are limited obligations of the Authority and are payable solely from payments made pursuant to the Loan Agreement and from certain funds held by the Trustee under the Indenture. No representation or assurance can be given that the College will generate sufficient revenues to meet the College's payment obligations under the Loan Agreement. Future legislation, regulatory actions, economic conditions, changes in the number of students in attendance at the College, or other factors could adversely affect the College's ability to generate such revenues.

Neither the Underwriter nor the Authority has made any independent investigation of the extent to which any such factors will have an adverse impact on the revenues of the College.

Reliance on Student Tuition, Fees and Other Charges

The adequacy of the College's revenues will largely depend on the amount of future tuition and other student derived revenue the College receives. Such revenue in turn will depend primarily on the College's ability to charge sufficient rates for tuition, student fees and student charges and to maintain enrollment levels. Future enrollment levels will depend on the number of students applying to the College and accepting offers of admission. A number of factors, including, without limitation, levels of tuition rates and other fees, competition from other colleges and universities, a change in the number of college age students and changing general economic conditions will influence the number of applicants to the College.

Competition

Competition among institutions of higher education is intense nationally and within the region from which the College draws the majority of its students. Universities and colleges compete principally based on location, tuition rates, degree offerings, and academic reputation. To the extent that competitors have or achieve an advantage with respect to any of these factors, the College could be adversely affected. In addition, competitive pressures could result in tuition reductions or the inability to raise tuition, which could adversely affect the change in the College's unrestricted net assets.

Fluctuations in Market Value of Investments

Earnings on investments have historically provided the College an important source of cash flow and capital appreciation to support its programs and services, to finance capital expenditure investments and to build cash reserves. Historically the value of both debt and equity securities has fluctuated and, in some instances, the fluctuations have been quite significant. Diversification of securities holdings may diminish the impact of these fluctuations. However, no assurances can be given that the market value of the investments of the College will grow, or even remain at current levels and there is no assurance that such market value will not decline.

Potential Effects of Bankruptcy

If the College were to file a petition for relief under Title 11 of the United States Code, as amended (the "Bankruptcy Code"), the filing would operate as an automatic stay of the commencement or continuation of any judicial or other proceeding against the College and its property. If the bankruptcy court so ordered, the College's property, including its revenues, could be used for the benefit of the College despite the claims of its creditors (including the Trustee).

In a bankruptcy proceeding, the College could file a plan for the adjustment of its debts which modifies the rights of creditors generally or the rights of any class of creditors, secured or unsecured. The plan, when confirmed by the court, would bind all creditors who had notice or knowledge of the plan and discharge all claims against the debtor provided for in the plan. No plan may be confirmed unless, among other conditions, the plan is in the best interest 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 does not discriminate unfairly.

Covenant to Maintain Tax-Exempt Status of the Series A Bonds

The tax-exempt status of the Series A Bonds, as described under "TAX MATTERS" herein, is based on the continued compliance by the Authority and the College with certain covenants contained in the Indenture, the Loan Agreement and certain other documents entered into by the Authority and the College. These covenants relate generally to restrictions of the use of facilities financed or refinanced with proceeds of the Series A Bonds, arbitrage limitations, rebate of certain excess investment earnings to the federal government and restrictions on the amount of issuance costs which can be financed with proceeds of the Series A Bonds. Failure by the Authority or the College to comply with such covenants could cause interest on the Series A Bonds to become subject to federal income taxation retroactive to the date of issuance of the Series A Bonds.

Local Tax Assessment

In recent years, a number of local taxing authorities in the Commonwealth have sought to subject the facilities of non-profit healthcare and other traditionally exempt organizations to local real estate and business privilege taxes, primarily by challenging their status as "institutions of purely public charity" as described in the Pennsylvania Constitution, notwithstanding the fact that Pennsylvania nonprofit facilities historically have been viewed as exempt from such taxes. The Pennsylvania constitutional test is very subjective and frequently difficult to satisfy. Pennsylvania court decisions have been highly fact-specific and do not provide clear overall guidance on the question. In addition, the Pennsylvania law sets forth additional standards that must be satisfied for tax exemption. Therefore, there is no assurance that under current Pennsylvania law, the College will remain exempt from real estate and other local taxes.

Maintenance of the College's 501(c)(3) Status

The tax-exempt status of the Bonds presently depends upon the College's maintenance of its status as an organization described in Section 501(c)(3) of the Code.

The College has been determined by the Internal Revenue Service (the "IRS") to be 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 governing tax-exempt education facilities.

Failure to comply with current and future regulations and rulings of the IRS could adversely affect the ability of the College to finance or refinance indebtedness on a tax-exempt basis or otherwise generate revenues necessary to provide for payment of the 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 the College and its operations and could result in the includability of interest on the Bonds in gross income for federal income tax purposes retroactive to their date of issue.

Potential for Additional Legislation or Regulation

In recent years, the activities of non-profit tax-exempt corporations have been subjected to increasing scrutiny by federal, state and local legislative and administrative agencies (including the United States Congress, the IRS, the Pennsylvania General Assembly and local taxing authorities). Various proposals either have been considered previously or are presently being considered at the federal, state and local level which would restrict the definition of tax-exempt or non-profit status, impose new restrictions of the activities of tax-exempt non-profit corporations, and/or tax or otherwise burden the activities of such corporations (including proposals to broaden or strengthen federal and local tax law provisions respecting unrelated business income of non-profit corporations.)

State and Federal Legislation

Legislation has been proposed in the past, and may be proposed again in the future, affecting tax-exempt bonds, including legislation that could eliminate the tax-exempt status of bonds issued to finance educational facilities or limit the use of tax-exempt bonds, or prevent certain holders of tax-exempt bonds from realizing the full benefit of the tax exemption of interest on such bonds. For example, the federal tax legislation that was enacted on December 22, 2017 reduced corporate tax rates, modified individual tax rates, eliminated many deductions, repealed the corporate alternative minimum tax (for taxable years beginning after December 31, 2017) and eliminated tax-exempt advance refunding bonds, among other things. Any such limitation on the use of tax-exempt bonds to finance educational facilities or generally could reduce the ability of the College to finance its future capital needs. Additionally, investors in the Bonds should be aware that future legislative actions may increase, reduce or otherwise change the financial benefits and the treatment of all or a portion of the interest on the Bonds for federal income tax purposes for all or certain taxpayers. In such events, the market value of the Bonds may be affected and the ability of holders to sell their Bonds in the secondary market may be reduced. The effect on the College of proposed laws and regulations and of future changes in federal and state laws and policies cannot be fully or accurately determined at this time.

Pledged College Revenues

The College's obligations under the Loan Agreement will be secured by a lien on and security interest in the Pledged College Revenues of the College on an equal and ratable basis with all Parity Indebtedness. The effectiveness of the pledge of Pledged College Revenues of the College is limited since a security interest in money generally cannot be perfected by the filing of financing statements under the Pennsylvania Uniform Commercial Code (the "UCC"). Rather, such a security interest is perfected by taking possession of the subject funds. The monies constituting Pledged College Revenues received by the College from time to time are not required to be transferred to or held by the Trustee, and may be spent by the College or commingled with its other funds. Under these circumstances, the pledge of Pledged College Revenues might not be perfected under the UCC.

To the extent a security interest can be perfected in the Pledged College Revenues by the filing of financing statements, such action will be taken. The security interest in the Pledged College Revenues may be unenforceable against third parties unless such Pledged College Revenues are actually transferred to or for the benefit of the Trustee and may be subject to other exceptions under the UCC. Such security interest may be further limited by the following: (1) statutory liens; (2) rights arising in favor of the United States of America or any agency thereof; (3) present or future prohibitions against assignment contained in any Pennsylvania statutes or regulations; (4) constructive trusts, equitable liens or other rights impressed or conferred by any Pennsylvania or federal court in the exercise of its equitable jurisdiction; (5) federal bankruptcy laws or state laws dealing with fraudulent conveyances affecting assignments of revenues and assets; and (6) any defect in the filing of, or any failure to file, appropriate continuation statements to the UCC.

Enforceability of Remedies

The remedies available to Bondholders upon an Event of Default under the Indenture or the Loan Agreement are in many respects dependent upon judicial action which is subject to discretion or delay. Under existing law and judicial decisions, including specifically the Bankruptcy Code, the remedies specified in the Indenture and the Loan Agreement may not be readily available or may be limited. A court may decide not to order specific performance.

The various legal opinions to be delivered concurrently with the original delivery of the Bonds will be qualified as to enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws or legal or equitable principles affecting creditors' rights.

Pending Proceeding

The College used a portion of the proceeds of the 2016 Bonds, together with other available funds of the College, to finance certain costs of the construction of and/or capital expenditures with respect to a science facility known as the Innovation and Discovery Center (the "IDC Project").

In May 2018, just months prior to completion of construction, the International Brotherhood of Electrical Workers Local 98 (the "Union") filed a grievance with the Pennsylvania Department of Labor and Industry ("DLI") Prevailing Wage Appeals Board (the "Appeals Board") in connection with the IDC Project. The Union sought to reverse an opinion previously issued by the DLI Prevailing Wage Division (the "Division") finding that the Pennsylvania Prevailing Wage Act did not apply to the IDC Project. The Union claimed that the College's use of funds derived from the issuance by the Montgomery County Higher Education and Health Authority (the "MCHEHA") of its 2016 Bonds to finance the IDC Project constituted the use of "public funds," thus causing the Prevailing Wage Act to apply to the IDC Project. Both the College and the MCHEHA intervened in the proceeding.

In June 2021, the Appeals Board issued a decision reversing the Division's finding, and held that the Prevailing Wage Act did apply to the IDC Project. The College filed an appeal of the Appeals Board's decision to the Commonwealth Court of Pennsylvania; the Union intervened in the proceeding. The College has been joined in this appeal by multiple amicus, or friends of the Court, representing a cross section of non-profit education and healthcare institutions, state and local chambers of commerce, economic development organizations, contractor groups and others. The case has been fully briefed and is currently in a posture for disposition; the parties are awaiting the Court's determination as to whether it will hear oral arguments or proceed with making a determination on the record.

The College's position remains the same, that is, the original DLI opinion (stating that the Prevailing Wage Act does not apply to the IDC Project) is correct and that the Union's claim is without merit. However, even if an adverse determination results from a holding of the Commonwealth Court or a higher court, such a finding by a court would not have a material negative impact on the financial condition of the College.

Cybersecurity Risk

In the course of its operations, the College collects and stores personally identifiable information, including, but not limited to, social security numbers, educational records and financial information. The College also develops, maintains and/or stores, as applicable, intellectual property such as research data.

Like all institutions of higher education, the College could be subject to cyber intrusion through hacking, malware and/or email scams. Cyber intrusion could lead to (i) data breaches requiring breach notification, (ii) denial of service (e.g., network, system, application or data), (iii) loss of intellectual property and data, (iv) harm to the College's brand or reputation, (v) life/health safety impacts and/or (vi) financial loss. The College takes steps to prevent, detect and respond to cyber intrusion. Further, the College maintains cyber insurance coverage to protect against data breaches and other cyber events. However, because the techniques used to obtain unauthorized access, disable or degrade service, or sabotage systems change frequently or may be disguised or difficult to detect, or designed to remain dormant until a triggered event, the College may be unable to anticipate these techniques or implement adequate preventative measures. In addition, no assurance can be given that the insurance coverages maintained by the College would be sufficient to cover all losses and liability resulting from data breaches or other cyber events.

COVID-19 Related Matters

The outbreak of COVID-19, a respiratory disease caused by a new strain of coronavirus, has been characterized as a pandemic (the "COVID-19 Pandemic") by the World Health Organization and is currently affecting many parts of the world, including the United States and the Commonwealth of Pennsylvania. In March, 2020, the President of the United States declared the outbreak of COVID-19 Pandemic in the United States a national emergency. Also in March, 2020, pursuant to section 7301(c) of the Emergency Management Services Code, 35 Pa. C.S. § 7301(c), the Governor of the Commonwealth (the "Governor") proclaimed the existence of a disaster emergency throughout Pennsylvania as a result of the COVID-19 pandemic, and has since issued, amended and rescinded various executive orders, proclamations and regulations having the force and effect of law, for the purpose of mitigating the spread of the disease. Additionally, the Secretary of Health of the Commonwealth (the "Secretary") has since ordered, modified and rescinded, general control measures, including, but not limited to, closure, isolation, and quarantine, to the same end. These orders, which have frequently applied to different areas of Pennsylvania (often on a county-by-county basis, depending on the local prevalence of the disease), and the disease itself, have significantly and adversely affected the personal and economic life of the people and businesses of Pennsylvania, including those in the College's geographical area and the region surrounding it.

While most Pennsylvania COVID-19 mitigation measures were lifted on May 31, 2021 (the main exceptions involving masking), the pertinent regulations have changed significantly over the past year, sometimes being tightened and sometimes loosened, sometimes with little warning, and could change further at any time. As of December 20, 2021, the Omicron variant had been detected in most states and territories and continues to be the dominant variant in the United States. At this time, however, the College cannot know to what degree, if any, the Omicron variant or other SARS-CoV-2 variants will bring about further restrictions or economic dislocation that might affect the operations or financial condition of the College, and therefore the security for the Bonds.

The COVID-19 Pandemic has negatively affected travel, commerce, and financial markets globally, and is widely expected to continue negatively affecting economic growth and financial markets worldwide. There can be no assurances regarding the extent to which the COVID-19 Pandemic will impact the national and Commonwealth economies and, accordingly, how it may adversely impact the finances and operations of the College. While any impact of the COVID-19 Pandemic on colleges and universities is currently uncertain, the College is monitoring the situation and will address such impact as necessary. For further discussion see "COVID-19 Matters" in Appendix A.

Potential purchasers of the Bonds should be aware that information set forth herein (particularly the tabular information set forth in Appendixes A and B attached hereto, much of which is inherently historical in nature) may be materially outdated or no longer applicable shortly after issuance of the Bonds as a result of the foregoing; and such purchasers should bear this in mind when assessing future trends on the basis of that information.

Additional information with respect to events surrounding the outbreak of COVID-19 and responses thereto can be found on Commonwealth websites, including but not limited to the Governor's office (http://www.pa.gov/), the Pennsylvania Department of Health (http://www.health.pa.gov/). *The College has not incorporated by reference the information on such websites and the College does not assume any responsibility for the accuracy of the information on such websites.*

Other Risk Factors

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

(1) Loss of accreditation for the College or key academic programs, or changes in accreditation standards which could adversely affect the College's ability to maintain accreditation for itself or key academic programs.

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

(3) Litigation resulting in required payments by the College which exceed insurance coverages.

(4) Increased costs and decreased availability of public liability or other types of insurance.

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

(6) Cost and availability of energy.

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

(8) A decrease in student loan funds or other aid that permits many students the opportunity to pursue higher education.

(9) An increase in the costs of health care benefits, retirement plans, or other benefit packages offered by the College to its employees.

(10) Withdrawal of any current exemptions from local real estate taxes, business privilege taxes and similar impositions.

(11) A downgrade in the College's bond rating or rating outlook to a level which prevents the College from being able to borrow at affordable rates in the future.

(12) Withdrawal of any current exemptions from local real estate taxes, business privilege taxes and similar impositions.

(13) Losses in investments held by the College.

(14) Reduced future College revenues as a result of a need to increase tuition discounting to attract students.

(15) Increased competition from other institutions of higher learning which may offer similar academic programs or may recruit similar students, and that may result in reduced enrollments and reduced College revenues.

(16) Reduced ability to attract future annual or capital campaign contributions, that may limit future projects and/or the ability to address deferred maintenance.

(17) Reduced availability of qualified faculty to teach the programs offered by the College.

(18) Legislation and regulation by governmental authorities, including developments affecting tax-exempt status of educational institutions like the College and changes in immigration laws limiting the College's ability to admit foreign students or hire foreign faculty and administrators.

(19) Natural disasters or effects of any climate change which might damage the College's facilities, interrupt service to its facilities or otherwise impair the operation of the College's facilities.

(20) An inability to retain students, resulting in enrollment losses and reduced revenues, which may be due to reduced financial aid available to students from the College or from Federal or state sources.

(21) Future deficits as a result of increased future expenses.

LIMITED OBLIGATIONS

The Bonds are limited obligations of the Authority and are secured by and payable solely from the funds provided by the College to the Authority under the Loan Agreement. Neither the general credit of the Authority nor the credit or the taxing power of the County, the Commonwealth or any political subdivision thereof is pledged for the payment of the principal, redemption price of, or interest on, the Bonds. The Bonds shall not be deemed to be general obligations of the Authority or obligations of the Commonwealth or any political subdivision thereof. The Authority has no taxing power.

NO PERSONAL RECOURSE

No covenant or agreement contained in the Indenture, the Bonds or the Loan Agreement shall be deemed to be the covenant or agreement of any member, director, officer, attorney, agent or employee of the Authority or the College in an individual capacity. No recourse shall be had for the payment of any claim based thereon against any member, director, officer, agent, attorney or employee of the Authority or the College, past, present or future, or their successors or assigns, as such, either directly or through the Authority or the College or any successor corporations, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise.

LITIGATION

There is no controversy or litigation of any nature now pending or, to the knowledge of the College or the Authority, threatened that seeks to restrain or enjoin the issuance, sale, execution or delivery of the Bonds, or in any way contests or affects the validity of the Bonds, any proceedings of the Authority taken with respect to the issuance or sale thereof, any security or the pledge or application of any moneys provided for the payment of the Bonds, the existence or powers of the Authority or the accomplishment of the purposes for which the Bonds are being issued.

To the knowledge of the College, there is no controversy or litigation of any nature now pending against the College or, to the knowledge of any of its respective officers, threatened which in the judgment of the College would materially adversely affect the operations or financial condition of the College or the ability of the College to perform its obligations under the Loan Agreement. Please see the litigation referenced in the section titled "Pending Proceeding."

CONTINUING DISCLOSURE

No financial or operating data concerning the Authority is material to any decision to purchase, hold or sell the Bonds and the Authority will not provide any such information. The College has undertaken all responsibilities for any continuing disclosure to holders of the Bonds as described below, and the Authority shall have no responsibility or liability to the holders of the Bonds or any other person with respect to such disclosures.

On or before the date of issuance of the Bonds, the College will execute and deliver a Continuing Disclosure Certificate (the "Continuing Disclosure Certificate") in substantially the form set forth in Appendix D hereto. Pursuant to the Continuing Disclosure Certificate, the College will agree to provide certain continuing disclosure for the benefit of the holders of the Bonds pursuant to Securities and Exchange Commission Rule 15c2-12 (the "Rule"). The provisions of the Continuing Disclosure Certificate will be for the benefit of the beneficial owners of the Bonds under the circumstances described therein, and each beneficial owner will be a beneficiary of the provisions of the Continuing Disclosure Certificate with the right to enforce such provisions directly against the College. However, breach of the provisions of the Continuing Disclosure Certificate will not be considered an Event of Default under the Indenture or the Loan Agreement and none of the rights and remedies provided under the Indenture or the Loan Agreement upon an Event of Default (other than specific performance) will be available to the beneficial owners in the event of such breach. Unless otherwise required by law, no beneficial owner is entitled to damages for the College's noncompliance with its obligations under the Continuing Disclosure Certificate.

The College has made similar undertakings in the past (the "Prior Continuing Disclosure Undertakings") in connection with other series of bonds previously issued for the benefit of the College. The College failed to timely file certain operating data for fiscal years 2020 and 2021, which data has subsequently been filed. In addition, one operating data item was not filed in fiscal year 2017 and another operating data item was filed late in fiscal year 2018. The College also failed to link its audited financial statements and operating data to certain outstanding CUSIPs relating to its Series 2012A, Series 2013 and Series 2015 Bonds. All of the foregoing failures have since been remedied by the College and a notice of missing operating data and failure to file has been filed.

TAX MATTERS

Federal Tax Matters – Series A Bonds

In the opinion of Co-Bond Counsel, interest on the Series A Bonds is excludable from gross income for purposes of federal income tax under existing laws as enacted and construed on the date of initial delivery of the Series A Bonds, assuming the accuracy of the certifications of the Authority and the College and continuing compliance by the Authority and the College with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Series A Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals. Co-Bond Counsel expresses no opinion regarding other federal tax consequences relating to ownership or disposition of, or the accrual or receipt of interest on, the Series A Bonds.

Original Issue Premium. Certain maturities of the Series A Bonds may be offered at a premium ("original issue premium") over their principal amount. For federal income tax purposes, original issue premium is amortizable periodically over the term of a Series A Bond through reductions in the holder's tax basis for the Series A Bond for determining taxable gain or loss upon sale or redemption prior to maturity. Amortization of premium does not create a deductible expense or loss. Holders should consult their tax advisers for an explanation of the amortization rules.

Federal Tax Matters – Series B Bonds

In the opinion of Co-Bond Counsel, interest on the Series B Bonds is not excludable from gross income for federal income tax purposes. Interest on the Series B Bonds is taxable as ordinary income for federal income tax purposes at the time the interest accrues or is received in accordance with a bondholder's method of accounting for federal income tax purposes. Prospective purchasers of Series B Bonds who are not United States persons, as defined for federal tax purposes, may be subject to special rules and should consult their tax advisers.

State Tax Matters – The Bonds

In the opinion of Co-Bond Counsel, under the laws of the Commonwealth of Pennsylvania as enacted and construed on the date of initial delivery of the Bonds, interest on the Bonds is exempt from Pennsylvania personal income tax and corporate net income tax. The Bonds and the interest thereon may be subject to state or local taxes in jurisdictions other than the Commonwealth under applicable state or local tax laws. Co-Bond Counsel will express no other opinion regarding other tax consequences with respect to the Bonds, including whether or not interest on the Bonds is subject to taxation under the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

See APPENDIX E hereto for the proposed Form of Co-Bond Counsel Opinion.

LEGAL MATTERS

Legal matters incident to the authorization, issuance and sale of the Bonds are subject to the approval of Ballard Spahr LLP, Philadelphia, Pennsylvania, and Turner Law, P.C., Philadelphia, Pennsylvania, as Co-Bond Counsel. A signed copy of their opinion, dated and premised on facts existing and law in effect as of the date of original issuance and delivery of the Bonds, will be delivered to the Trustee at the time of such original issuance.

Certain legal matters will be passed upon by Barley Snyder LLP, Lancaster, Pennsylvania, as counsel to the Authority; by Saul Ewing Arnstein & Lehr LLP, Philadelphia, Pennsylvania, as counsel to the College; and by Eckert Seamans Cherin & Mellott, LLC, Pittsburgh, Pennsylvania, as counsel to Underwriter.

RATING

S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P"), has assigned its municipal bond rating of "BBB" to the Bonds, accompanied by a Stable Outlook, based on the creditworthiness of the College.

Certain information and materials not included in this Official Statement was furnished to S&P. Generally, such Rating Service bases its ratings on information and materials so furnished and on investigations, studies and assumptions by such Rating Service. The rating and outlook assigned to the Bonds reflects only the views of such Rating Service at the time such rating was issued, and an explanation of the significance of such rating and outlook may be obtained only from such Rating Service. Such rating and outlook are not a recommendation to buy, sell or hold the Bonds. There is no assurance that any such rating or outlook will continue for any given period of time or that they will not be lowered or withdrawn entirely by such Rating Service if, in its judgment, circumstances so warrant. Any such downward revision of such rating or outlook or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

Neither the Authority, the College nor the Underwriter have assumed any responsibility to maintain any rating on the Bonds.

UNDERWRITING

The Bonds are being purchased for reoffering by Stifel, Nicolaus & Company, Incorporated (the "Underwriter"). The Underwriter has agreed to purchase the Series A Bonds at an aggregate purchase price of $9,723,740.85 (which includes original issue premium of $742,500.85). The Underwriter has agreed to purchase the Series B Bonds at an aggregate purchase price of $884,215.00. The initial public offering prices set forth on the inside cover page of this Official Statement may be changed from time to time by the Underwriter without any requirement of prior notice. The Underwriter reserves the right to join with other dealers in offering the Bonds to the public. The Bonds may be offered and sold to other dealers (including Bonds for deposit into investment trusts, certain of which may be sponsored or managed by the Underwriter) at prices other than the public offering prices stated on the inside cover page of this Official Statement.

The Underwriter has entered into an agreement with its affiliate, Vining-Sparks IBG, LLC, for the distribution of certain municipal securities offerings at the original issue price. Pursuant to that distribution agreement, Vining-Sparks may purchase Bonds from the Underwriter at the original issue price less a negotiated portion of the selling concession applicable to any Bonds that Vining-Sparks sells.

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

The financial statements of the College as of and for the fiscal years ended June 30, 2021 and June 30, 2020 are included in Appendix B hereto and have been audited by Baker Tilly US, LLP, as stated in their report appearing therein.

OTHER MATTERS

The order and placement of materials in this Official Statement, including the Appendices, are not to be deemed a determination of relevance, materiality or importance, and this Official Statement, including the Appendices, must be considered in its entirety. The offering of the Bonds is made only by means of this entire Official Statement. The Appendices are integral parts of this Official Statement and should be read in their entirety together with the other sections of this Official Statement.

The references to and summaries or descriptions of provisions of the Bonds, the Project, the Loan Agreement and the Indenture contained herein and in the Appendices hereto, and all references to other materials not stated to be quoted in full, are only brief outlines of some of the provisions thereof and do not purport to summarize or describe all of the provisions thereof. Copies of the Loan Agreement and the Indenture may be obtained from the Underwriter as set forth herein under "INTRODUCTORY STATEMENT."

The information set forth in this Official Statement, and in the Appendices hereto, should not be construed as representing all of the conditions affecting the Authority, the College, or the Bonds.

Statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as such and not as representations of facts. All projections, estimates and other statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact.

The distribution of this Official Statement has been duly authorized by the Authority and the College. The Authority has not assisted in the preparation of this Official Statement, except for the statements pertaining to the Authority under the captions "THE AUTHORITY" and "LITIGATION" herein and, except as aforesaid, the Authority is not responsible for any statements made in this Official Statement. Except for the execution and delivery of documents required to effect the issuance of the Bonds, the Authority has not otherwise assisted in the public offer, sale or distribution of the Bonds. Accordingly, except as aforesaid, the Authority assumes no responsibility for the disclosures set forth in this Official Statement.

PENNSYLVANIA HIGHER EDUCATIONAL FACILITIES AUTHORITY

By: /s/ Eric Gutshall
Executive Director

URSINUS COLLEGE

By: /s/ Jill Leauber Marsteller
Interim President

APPENDIX A

INFORMATION CONCERNING URSINUS COLLEGE

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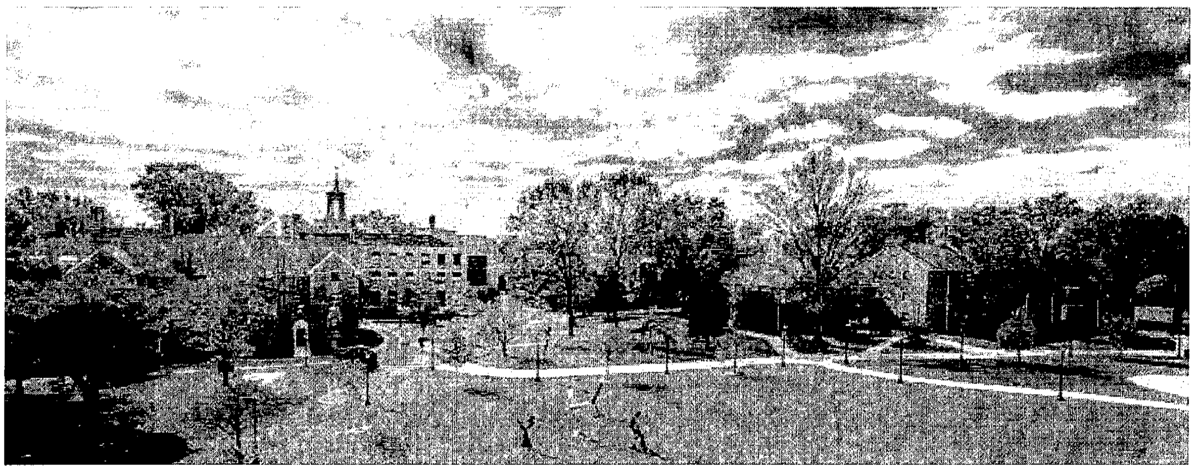
URSINUS COLLEGE

The mission of Ursinus College is to enable
students to become independent, responsible, and
thoughtful individuals through a program of liberal
education. That education prepares them to live
creatively and usefully, and to provide leadership
for their society in an interdependent world.



General

Founded in 1869, Ursinus College (the "College" or "Ursinus") is a selective, independent, coeducational, four-year liberal arts college with a strong record of academic excellence and equal opportunity for men and women. It is one of only 10% of U.S. colleges to boast a Phi Beta Kappa honor society chapter. A new core curriculum, approved in spring 2016 and implemented in fall 2018, introduced students to a life of thoughtful deliberation, independence, and informed responsibility. This core curriculum is designed to provide multiple avenues for students to develop their own answers to four central questions - What should matter to me? How should we live together? How can we understand the world? What will I do? Through inquiry students come to know themselves and the world more fully, preparing them for creative, useful, and fulfilling lives.

Ursinus is located on a 170-acre campus in the Borough of Collegeville, Montgomery County, Pennsylvania, approximately 25 miles northwest of Philadelphia. Its beautiful residential campus invites students to participate in a closely knit and supportive community. Its dedicated faculty includes some of the leading teacher-scholars in the nation, and they are able to engage closely with students both in and out of the classroom. The student to faculty ratio is approximately 10 to 1, and 63.6% of classes have fewer than 20 students. In recent years College enrollment rose to a high of 1,668 FTE; and is currently 1,539 FTE as of the Fall 2021 census. The College believes that its optimum capacity is between 1,600 and 1,700 FTE.

Ursinus guarantees on-campus housing for four years, encouraging students to live and learn in college residence halls. Over 90% of students reside on campus as a student body that is 48% female and 52% male. All students take the liberal studies curriculum, designed to equip them early in their time at Ursinus with the skills and knowledge of a broad general education. Upper-class students choose one or more of 34 majors for in-depth study. Students also have an opportunity to choose from 59 minor concentrations in areas outside their major to introduce career options and greater intellectual breadth.

Ursinus consistently surpasses national benchmarks for achieving academic excellence. Based on its high marks in the National Survey for Student Engagement, Ursinus is one of only nine liberal arts colleges in the nation included in *Student Success in College*, a study to document best educational practices. According to the research, the efforts to foster outstanding student achievement "are marked by a clearly espoused and enacted mission. The impact of these efforts is, among other things, to focus student energy on educationally productive activities in ways that are consistent with the College's values and mission." Ursinus is also featured in the book, *Colleges that Change Lives*. The book, authored by Loren Pope, former education editor of *The New York Times*, wrote about Ursinus, "Here, professors and students do their research not in separate labs and offices, but side by side. They are fellow workers. Such closeness may boost a student's confidence that he too can do what his teacher is doing, and that's what often happens."

The College has used prudent fiscal practices to continue the improvements in the educational programs. The College has managed its financial aid through an "integrated net revenue management" model that combines assumptions about tuition inflation, discounting through institutional scholarships and grants, and new entering freshmen enrollment into a strategic revenue plan based on classic economic principles. The College's price aligns with its competition. The College has enhanced and enlarged its physical facilities and information technology to accommodate improved programs and increased enrollment.

Three interdisciplinary centers were developed in response to the College's previous strategic plan *Transformative Education: A Strategic Plan for Ursinus College,* which was approved by the board of trustees in 2011.

- The Parlee Center for Science and the Common Good (the CSCG) molds responsible citizen-scientists through programs that unite the Ursinus culture of research and creativity with the habits of reflection and judgment cultivated by the Common Intellectual Experience course (the first year seminar).

- The U-Imagine Center for Integrative and Entrepreneurial Studies focuses on entrepreneurship and integration as a way of thinking and acting in various contexts. Students learn to approach problems in novel ways, develop comfort with ambiguity, and apply learning in real contexts. The Center provides valuable resources so that any student from any major feels welcome to use the Center to develop an idea into a product or service that creates value by meeting a social or market need.

- The Melrose Center for Global Civic Engagement, established in honor of the late U.S. Ambassador Joseph H. Melrose Jr. '66, offers unique learning opportunities that will allow students to engage with global leaders to help enact social change.

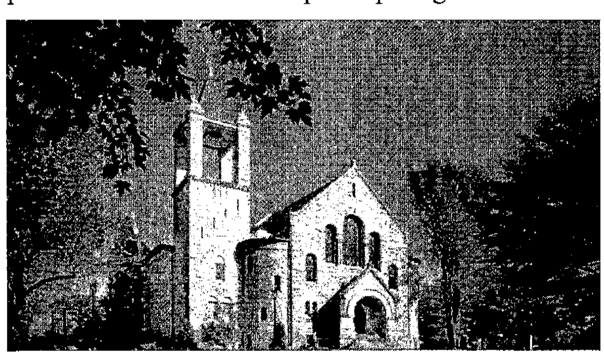
In 2016-2017, the entire campus community worked collaboratively on the development of the "Ursinus 150 Plan," which was to guide the College through its sesquicentennial anniversary in 2019-2020 and beyond. Nearly four years after the public launch of the *Keep the Promise* comprehensive campaign, the College announced its successful conclusion in June 2020, raising $107 million for a variety of priority areas. It was the most ambitious fundraising campaign in the college's history, with an original $100 million target focused on three overarching priorities: Advance Academic Innovation, Invest in Student Success and Ignite the Power of Our People. Across these key areas donations have led to infrastructure improvements, increased scholarship support, new and expanded academic programs, resources for faculty and the growth of both Ursinus's endowment and annual operations budget.

As a result of the campaign, the Innovation and Discovery Center opened its doors in fall 2018 and the Schellhase Commons followed in the fall of 2020. Further, the college's commitment to supporting its students from the moment they set foot on campus was further solidified with the creation of 65 new named scholarship funds as well as the expansion of experiential learning opportunities such as the Philadelphia Experience, internships and externships and the study abroad program. The short-term health of the college was boosted by the more than $18.2 million raised for the annual fund, and its long-term strength was fortified by $28 million raised for the endowment.

The campaign also marked a high-point for Ursinus when it received the single largest gift commitment in its history, $11 million from Will Abele '61, Joan Abele and the Abele Family Foundation, Inc. to grow the Abele Scholars Program. The program, originally established in 2018, fosters the long-term development of its participants by offering tuition assistance, start-up funding, enrichment funding, mentoring and advising and loan forgiveness grants. Approximately 18 scholars are selected for each incoming cohort and the support they receive is valued at $65,000 per student over their four years at the college.

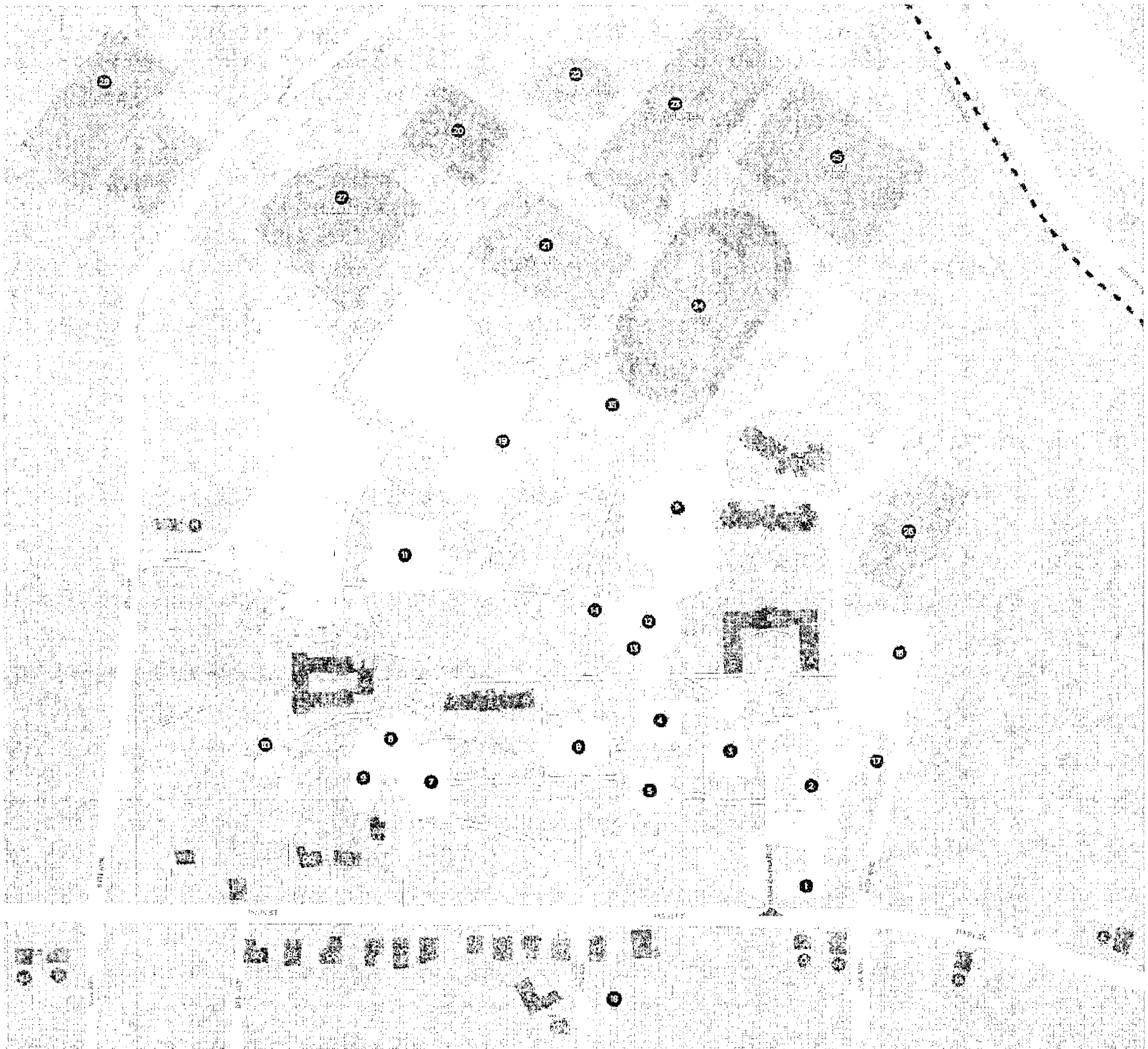
Institutional Recognition

- Ursinus is consistently ranked in the top tier of National Liberal Arts Colleges and was one of five schools designated an "Up and Coming" college by *U.S. News & World Report.* Ursinus is ranked #85 on the prestigious national liberal arts category of the *U.S. News & World Report 2021.*
- Only 10 percent of colleges and universities in the U.S. host a chapter of the national honor society Phi Beta Kappa. Ursinus is one of them.
- Ursinus is among 44 Colleges that Change Lives cited in a book on colleges that help students succeed (by Loren Pope, revised by Hilary Masell Oswald).
- The Philip and Muriel Berman Museum of Art at Ursinus is one of only two campus museums in Pennsylvania accredited by the American Alliance of Museums.
- Ursinus is one of 75 colleges designated to name Bonner Leaders, who set an example in service and leadership.
- Ursinus is one of the 10 founding members of Project Pericles, and one of 29 Periclean colleges, which encourage community engagement.
- Ursinus is one of 14 colleges in the nation designated a Peace Corps Preparatory center for students who want to prepare for international service.
- Ursinus is one of 41 U.S. colleges selected for the rigor of their liberal arts programs whose students are eligible to compete for Watson Fellowships for post-graduate travel and study.



Bomberger Hall

Campus Map



ACADEMIC & ADMINISTRATIVE

1 Schellhase Commons
 - Campus Bookstore and Shop
 - Café 2020
2. Corson Hall
3. Berman Museum of Art
4. Olin Hall
5. Bomberger Hall
6. Myrin Library
7. Pfahler Hall
8. Innovation and Discovery Ctr.
9. Thomas Hall
10. Wellness Center
11. The Kaleidoscope
12. Wismer Center
13. Campus Safety
14. Institute for Inclusion and Equity
15. Ritter Hall
16. Facilities/Shipping-Receiving
17. Sprankle Hall
18. Sturgis Hall- Home of the Abele Scholars

ATHLETICS

19. Floy Lewis Bakes Center
 - Helfferich Gym
 - Fieldhouse
 - Elliott Pool
20. Tennis Courts
21. E.F. Snell Field
22. Softball Field
23. Practice Field North/Field Events
24. Patterson Field
25. Wilkes Field
26. Practice Field South
27. Thomas Baseball Field
28. Hunsberger Woods
 - Rugby/Practice Field
 and Organic Farm

RESIDENCE HALLS

A. Stauffer Hall
B. Paisley Hall
C. Beardwood Hall
D. Brodbeck Hall
E. Wilkinson Hall
F. Curtis Hall
G. Reimert Hall
H. 201 9th Ave.
I. New Hall
J. Richter Hall
K. North Hall
L. Clamer Hall
M. 476 Main St. CEDC Office
N. Commonwealth
O. Maples Hall
P. Fetterolf House
Q. Hobson Hall
R. Shreiner Hall
S. Musser Hall
T. Yost House
U. Duryea Hall
V. Zwingli Hall
W. 624 Main St.
X. Olevian Hall
Y. Schaff Hall
Z. Lynnewood Hall
AA. Omwake Hall
BB. 777 Main St.
CC. Wicks House
DD. Elliott House
EE. Todd Hall
FF. Isenberg Hall
GG. 732 Main St.
HH. Cloake House
II. 942 Main St.
JJ. 944 Main St.

Governance

The College is governed by a self-perpetuating Board of Trustees (the "Board") consisting currently of 28 members, including the President of the College; 24 members are graduates of the College. Members of the Board are elected to four-year terms and may be re-elected to a maximum of three terms.

The officers of the Board are the Chair, Vice Chair, Secretary and Treasurer. The officers are elected to four-year terms. A complete list of the members of the Board is set forth below.

Board of Trustees
2021-2022

Note: "P" – Parent (child graduating in respective year)
"H" – Honorary degree granted

Administration

The principal officers of the College are:

Jill Leauber Marsteller '78, P'18, Interim President. In 2021, the Ursinus College board of trustees named Jill Leauber Marsteller, as the 18th president of Ursinus College as well as the first female to lead the 152-year-old institution. She assumed the role in September of 2021.

Ms. Marsteller began her career in higher education at Ursinus in 1984 as an adjunct English instructor prior to moving through the ranks of the College Relations Department. In 1995, she moved on to Lehigh University where she helped complete their $300 million capital campaign and oversaw the opening of the Zoellner Arts Center. In 1997 she became Lehigh's Vice President for University Advancement. In 1999, she was appointed Vice President for Advancement at Haverford College. At Haverford she oversaw a successful $200 million campaign, amidst the tumultuous economic and emotional post-9/11 era. She left Haverford in 2007 and became President of Cedar Crest College, before being appointed Senior Vice President for Advancement at Fox Chase Cancer Center in Philadelphia in 2008. She returned to her alma mater in 2009 and has been leading the Advancement Department ever since. Ms. Marsteller received a B.A. in English from Ursinus in 1978 and M.A. From Villanova in 1980.

Dr. Robyn E. Hannigan, President (effective June 30, 2022). Robyn Hannigan is the incoming president of Ursinus College. She is recognized globally as an innovative leader, and her passion for higher education and research, coupled with her dedication to diversity, equity, and inclusion, has transformed the institutions where she has served. She was provost of Clarkson University in Potsdam, N.Y.; was the founding dean of the School for the Environment at the University of Massachusetts Boston; a policy officer at the National Science Foundation, and a professor at Arkansas State University. She is the author of more than 100 peer-reviewed publications, holds four patents for advanced medical application technologies, and has leveraged her prowess for invention and innovation to create two start-up companies founded in partnership with students. She is also the recipient of numerous awards, including the American Chemical Society's Camile and Henry Dreyfus Award for Encouraging Disadvantaged Students into Careers in the Chemical Sciences, and is a fellow of the Geological Society of America and the American Association for the Advancement of Science. A graduate of The College of New Jersey, Hannigan holds a master's degree from SUNY Buffalo, and master's and doctoral degrees from the University of Rochester.

Mark Schneider, Vice President of Academic Affairs and Dean of the College. Mark B. Schneider, a professor and former associate dean at Grinnell College in Iowa, assumed his position at the start of the academic year on July 1, 2017. A noted physicist, Dr. Schneider earned his bachelor's degree in physics at Carleton College in Northfield, Minn. and his master's and doctoral degrees in physics at Princeton University. Dr. Schneider served on the faculty of both Princeton and the University of North Carolina at Chapel Hill before joining the faculty of Grinnell College in 1987. He has also held visiting research positions at Harvard University and Atomic Energy of Canada Ltd. During his time at Grinnell College, Dr. Schneider established the award-winning Grinnell Science Project, which is committed to developing the talents of all students interested in science and mathematics, especially those from populations underrepresented in the sciences. Dr. Schneider served as science division chair from 2002-04 and became a full professor at Grinnell College in 2007. He is the widely-published author of numerous articles and other published works in physics, physics education, and higher education policy, and his research interests include the quantum nature of light and fundamental symmetries in nuclear and atomic physics. Dr. Schneider added college-wide administrative responsibilities when elected to a term as chair of the faculty in 2008-10, and in 2011 when he was appointed associate dean of Grinnell College, reporting directly to the vice president for academic affairs. In that latter role, he implemented many innovative programs, including efforts to enhance new faculty programming and mentorship, assessment, retention and diversity.

Missy Bryant, Vice President for Student Affairs / Dean of Students. Dean Bryant joined the Ursinus community in August 2010. Her areas of responsibility include student engagement and governance, residence life, campus safety, student conduct, Title IX, student success, and scholarship experiences. She has worked in Student Affairs at the University of Alabama, LeMoyne College and most recently, Southern Methodist University where she served as the Director of New Student Orientation and Student Support. At Ursinus she previously served as the Director of First-Year Programs, Director of the Center for Academic Support, and Assistant Dean of Students and Co-Director of the Institute for Student Success. Bryant is a graduate of both Susquehanna University and the University of Alabama where she received her bachelor's and master's degrees respectively.

Robert Clothier, Vice President and General Counsel. As General Counsel, Mr. Clothier is responsible for overseeing all legal affairs of the College. Prior to his arrival at Ursinus in October 2015, he was a partner and member of the Higher Education Practice Group at the law firm Saul Ewing LLP based in Philadelphia, PA. Over his nearly thirty-year legal career, Mr. Clothier's practice has focused on the representation of institutions of higher education, advising them on the myriad legal issues facing colleges and universities. He is a past trustee of the National Association of College and University Attorneys (NACUA); a longstanding active member of NACUA, he currently serves on NACUA's Annual Program Conference Committee, speaking regularly at NACUA conferences and seminars on higher education legal issues. Mr. Clothier is a graduate of Princeton University and the University of Chicago Law School (with Honors and Order of the Coif).

Mary Correll, Interim Vice President for Finance & Administration. Mary oversees the Business Office, Facilities, and Human Resources and manages auxiliary and outsourced programs, including dining services, the café' and bookstore. She is primarily responsibility for creating the five-year operating and capital budgets, working closely with the president and Board of Trustees, and brings an analytical as well as a policy perspective to financial operations. Prior to being named interim VPFA, Mary served as the Associate Vice President of Finance and Administration for three years. In this role, she had primary responsibility for all of the college's financial, capital and investment analytics, which entailed interfacing with the board, rating agencies, external financial partners, and other entities. Previously, Mary spent 20 years at the University of Pennsylvania, most recently as the director of administrative and financial affairs at the Perelman School of Medicine. Mary completed her undergraduate work at the University of Scranton and holds degrees in accounting and finance. She received her MBA from Saint Joseph's University in Philadelphia, PA.

Mark Gadson, Interim Vice President for Advancement. •Mark first came to Ursinus College in November 2011 reporting to the Senior Vice President for Advancement. In this role, he was responsible for managing the major and planned giving efforts at Ursinus College, with a special emphasis on growing the endowment and ensuring that the Advancement office has a strategic plan to secure funding for major projects identified and prioritized by the leadership of the College. In addition, he personally worked on gift planning strategies with the College's top donors to secure gifts of $100,000+. Mark is results-oriented, senior management level professional, with more than 35 years of experience building profitable businesses in the financial services industry and directing highly successful major and planned gift fundraising programs for non-profit organizations. Having worked in senior-level positions at DePauw University, Union College, Washington College and Ursinus College, he has a strong commitment to and belief in liberal arts education. In addition to his non-profit experience, Mark also has held senior director positions in investment management and financial and estate planning areas at such prestigious firms as SEI Investments and Fleet Investment Services where he headed up the charitable gift planning area for the bank. Early in his career, Mark practiced as a Certified Financial Planner and achieved other professional designations and licenses in the financial services industry. Mark earned his undergraduate degree at DePauw University in Greencastle, IN and continued with post-graduate studies at the University of Tennessee.

Heather Lobban-Viravong, Vice President for Inclusion and Community Engagement. Prior to assuming her role at Ursinus in July 2018, Dr. Lobban-Viravong served as Senior Associate to the President at SUNY Geneseo. She also spent 16 years on the faculty at Grinnell College, five of which were spent as an Associate Dean. In her capacity as Associate Dean, she played a leadership role in designing programs to improve faculty development and support their integration into the liberal arts approach to teaching, including the creation of a highly successful mentoring program for new faculty. With a PhD in English from the University at Buffalo (State University of New York), Dr. Lobban-Viravong has a wide range of scholarly interests. She has also been an active participant and presenter at national conferences devoted to higher education administration. She was selected as a 2013-14 participant in the Senior Leadership Academy of the Council of Independent Colleges and American Academic Leadership Institute, a development program for promising candidates for cabinet level academic positions. Beyond her current duties as vice president for college and community engagement at Ursinus, she believes in the importance of maintaining close connections to students through personal advising, mentoring, and engagement in programs that support student success.

Laura Moliken, Vice President for Health and Wellness. As the VP for Health and Wellness, Moliken oversees Athletics, Wellness (physician services and counseling), and Prevention and Advocacy. Prior to her current position, Moliken served as Director of Athletics. In that role, she was instrumental in adding new hires to the staff, implementing new policies for all facets of the Athletic Department and improving numerous athletic facilities. The largest such improvement so far, in 2011, she helped oversee the renovation of Patterson Field. The home of Ursinus football, soccer, lacrosse and track & field, the renovation was a $2.2M project that included installation of a synthetic turf field (installed by DeLuxe Athletics), along with the addition of a new press box, as well as resurfacing the outdoor track and creation of a new venue for jumping and field events. Laura has been at Ursinus since 1999 where she served as the head field hockey coach, Senior Woman Administrator, visiting instructor in the ESS Department and held the endowed position as the Eleanor Frost Snell Chair of Health and Physical Education before taking the reigns as Director of Athletics in 2009. At Ursinus, her field hockey team won the DIII National Championship in 2006 and also won 7 straight Centennial Conference Championships (2004-2010), and made 5 trips to the Final Four. Laura attended Old Dominion University where she played Division I field hockey and was part of 3 National Championship teams and one runner up.

Shannon Zottola, Vice President and Dean of Enrollment Management and Marketing. Shannon Zottola is responsible for enhancing the College's efforts to recruit and retain exemplary students through the integrated and strategic efforts of the offices of admission and student financial services. Ms. Zottola joined Ursinus in July 2018 from Cabrini University, where she had served as assistant vice president for enrollment management and director of undergraduate admissions since 2016. In that role, Ms. Zottola led a staff of 11 admissions professionals and oversaw all undergraduate admissions and enrollment operations at the university. Prior to being promoted to assistant vice president at Cabrini, she served the institution in various capacities of increasing responsibility over her seven years there, including director of enrollment; director of admissions; and executive director of admissions. Ms. Zottola also served in various roles at Marywood University, including assistant director of retention and advising, where she successfully developed and implemented a retention plan for graduate and undergraduate students. She is a graduate of the University of Pittsburgh, where she earned her bachelor's and master's degrees. Ms. Zottola has announced that she will be leaving her position with the College effective June 1, 2022 to take a position at another institution. The College will be commencing a search for a successor to her position as soon as possible.

Accreditation

The College is accredited by the Middle States Commission on Higher Education (MSCHE), 3624 Market Street, Philadelphia, PA 19104. MSCHE is an institutional accrediting agency recognized by the U.S. Secretary of Education and the Council for Higher Education Accreditation. The most recent reaccreditation review was successfully completed in 2019 via Self-Study. The next evaluation visit is scheduled for 2026-2027.

The College is a member of the group of selective colleges in the Annapolis Group, and in the Pennsylvania Consortium for the Liberal Arts. The chemistry program is approved by the American Chemical Society. The College is approved by The Commonwealth of Pennsylvania Department of Education to offer Teacher Certification in a variety of areas. The College is a founding member of Project Pericles, the Bonner Leaders Program and competes in the NCAA Division III Centennial Conference for athletics.

Academic Programs

The College awards baccalaureate degrees (Bachelor of Arts and Bachelor of Science) in 34 majors and 59 minors in 19 departments. The majors with the largest concentration of students include Biology, Applied Economics, Psychology, Health and Exercise Physiology and Media and Communication Studies. In 2020-21, 322 degrees were awarded as follows:

Bachelor of Arts: 120
Bachelor of Science: 202

First-Year Experience. For over two decades, students in their first year share an ongoing dialogue as they participate in two seminars designed to provide a common intellectual experience. The Common Intellectual Experience (CIE) offers a shared group of seminal readings from across the centuries and across the globe—from Plato to Ta-Nehisi Coates. Instructors for the seminars are drawn from the faculty of every academic department of the College. The discussion begins an inquiry into the central questions of a liberal education and sets the foundation for the entire core curriculum. In order to take full advantage of the Common Intellectual Experience, first-year students are housed together in centrally located residence halls so that the conversations begun in the classroom can continue over into residence life. A new, cohort-based, first-year advising model provides a formalized program that helps students build connections, navigate their educational goals, and gain exposure to key resources on campus to support student success. As they further explore their intellectual inquiries, first-year students develop and draw upon a strong academic support network within their community, which strengthens Ursinus' retention rate (85% retained from first year to second year). The Institute for Student Success, which coordinates first-year programming, integrates academic and student services to enhance the experience and to ensure the success of each student.

Core Curriculum. The Ursinus Quest core curriculum, established in 2018, expands on the themes of CIE, framed by four central Open Questions: "What should matter to me?", "How should we live together?", "How can we understand the world?", and "What will I do?" The structure of the core curriculum is designed to guide students through a sustained and substantial exploration of these enduring questions as the foundation of their liberal education. Students choose courses addressing each question, ensuring they complete the accompanying learning goals at least twice as part of their undergraduate experience. As liberal education should extend throughout the curriculum, at least two required courses in each major also incorporate one or more of the four core questions. Fundamental learning goals, such as critical analysis and reasoning, reading, writing, and speaking are included in all core courses. Information literacy and technological competency are addressed in ways specific to the academic disciplines and are incorporated into required courses in the majors. Learning goals for speaking, writing, scientific and quantitative reasoning, technological competence, and information literacy are required by MSCHE. The four Open Questions, explicitly focused on deriving personal meaning and vocation from the Ursinus experience, are further enforced and referenced on campus, for example in residence life, and used by the Career and Post-Graduate Development Office to help students develop agency in their post-Ursinus lives.

The Philadelphia Experience. The Philadelphia Experience is a unique program that allows Ursinus students to live, study, and work in Philadelphia for a semester. This experience matches the culture of Philadelphia with the academics of Collegeville to create a distinct experience for each student. Students create their own personal experience in Philadelphia by matching Ursinus classes taught in Philadelphia with internships, independent study, and diverse courses offered by Drexel University. Each Experience will be unique to each student, creating the perfect supplement to their Collegeville-based education. The Philadelphia Experience was put on hiatus during the pandemic but will resume in Fall of 2022.

Post-graduate Opportunities. Typically, six months post-graduation, over 95% of the Ursinus graduates are either employed, in graduate or professional school, or have chosen volunteer service, military or such or a fellowship. The most recent class for which we have data is the first pandemic class of 2020, for which at that point an anomalous 11% of students were still seeking employment, which we see as a transient effect of COVID, similar to many other institutions. Students are supported by a robust Career and Post-Graduate Development office which offers programs to students from all years of study. Post-graduate opportunities are enhanced by strong partnerships, including 3+2 engineering programs with Columbia University and Case Western Reserve, and direct admission programs with the Simon Business School at the University of Rochester and with the MBA Program at Saint Joseph's University (4+1 program). Furthermore, according to the National Association of State Boards of Accountancy (NASBA), a greater percentage of students from Ursinus passed the Certified Public Accountant Exam in 2015 than any other Pennsylvania school that reported its results, and Ursinus was also welcomed into the CFA Institute University Recognition Program in Summer 2016, a recognition of Ursinus' ability to position students well to obtain the Chartered Financial Analyst® designation. Additional articulation agreements and direct admission partnerships are in development. Ursinus is in the top 4% of institutions for percentage of graduates that go on to earn PhDs in the life sciences.

The W.R. Crigler Institute. To raise awareness of the value of a multicultural education and to help bring enrolled students from different backgrounds together, Ursinus offers a 3-week summer program prior to the first semester. The Crigler Institute (named for Ursinus' first African American graduate) provides a unique opportunity for students to continue their pursuit of academic excellence and combine it with leadership and social consciousness development. During this three-week summer residential program, students take an intensive four-credit course which extends into the fall semester. In addition to course work, students participate in a community service project, connect with Ursinus alumni and attend leadership workshops. This experience offers participants the opportunity to adjust to the academic rigor of Ursinus, become acquainted with campus facilities, participate in and enjoy group activities, meet Ursinus faculty and staff and build a peer network. Over the past 26 years the program has ranged from 15 to 38 students per year.

The Experiential Learning Project. A major academic goal of a liberal arts education is to transform students in meaningful and positive ways. The College's mission statement describes specifically the goal of enabling students "to become independent, responsible and thoughtful individuals." The Experiential Learning Project (XLP) will help students take responsibility for their education and foster student initiative and independence by enhancing their confidence in their own abilities.

Students explore the question: What will I do? in the Experiential Learning Project (XLP) by completing an immersive experience in one of the following categories: (a) an independent research program or a creative program (including but not limited to honors or Summer Fellows); (b) an internship; (c) an approved study abroad program; (d) student teaching; (e) a civic engagement project. For pre-engineering students, successful completion of the first of two years at the engineering school satisfies the

XLP requirement. A required component of the XLP is structured, intentional reflection on the students' personal, professional, and academic objectives prior to the experience. A second required component is post-XLP reflection on meeting these objectives and unanticipated experiences.

Study Abroad. Ursinus has been committed to providing and promoting study abroad programs to its students. All qualifying students are strongly encouraged to take advantage of one of the many college-approved programs, which include programs on every continent except Antarctica. In these programs, Ursinus students take advantage of a variety of opportunities to engage with the local culture, including home-stays, integrated classes in foreign universities, intensive language classes, internships and/or service learning. Ursinus sends most students to Western Europe, but increasingly students are opting to study in Africa, Asia, Australia, and South America. Students who qualify for study abroad have the opportunity to do so at the same cost as a semester at Ursinus. For many students, this financial agreement makes study abroad possible and they take advantage of a chance that other colleges may not be able or willing to provide. COVID prevented study abroad in 2020-2021; a few opportunities opened up in Spring 2022. We anticipate near normal programming in Fall 2022.

Summer Fellows Research Program. The Summer Fellows Research Program offers exciting and unique opportunities so that students from any major can pursue their own intellectual interests. One of the largest summer research programs of its kind at a small, liberal arts college, the Summer Fellows Research Program is funded through the College, alumni donors, gifts, and research grants. The students are given a stipend and living accommodations to complete 10- or 8-week research programs. Students compete for inclusion in the Summer Fellows Research Program by submitting a research project plan, securing a faculty mentor, and obtaining a recommendation from two professors. An appealing aspect of this program is the small intellectual community it creates each summer. Many students who participate in the Summer Fellows Research Program go on to complete an honors thesis and attend graduate school.

Faculty

The faculty at Ursinus forms the backbone of the institution's mission and is comprised of a dedicated group of teacher-scholars active in both the classroom and in research. The faculty for the 2021-22 academic year included 128 full-time members (29 professors, 39 associate professors, 40 assistant professors and 20 instructors). Approximately 91.4% have obtained terminal degrees appropriate to their area of expertise and 78.9% of the full-time faculty are tenured or on tenure track.

The number of grants, awards, and sabbaticals awarded each year to deserving faculty members exemplify the superior work that Ursinus professors consistently generate. Recently, in addition to publishing numerous scholarly articles and books, the Ursinus faculty obtained grant funding from numerous foundations and federal agencies, including the Abele Family Foundation, American Heart Association, the National Science Foundation, the National Institutes of Health, the Pennsylvania Council for the Arts, the United States Department of Agriculture, the United States Forest Service, the Teagle Foundation, the Pennsylvania Department of Education, The Camille & Henry Dreyfus Foundation, and Project Pericles, Inc. In the last five years, Ursinus College faculty have been awarded over $4,000,000 in government and private grants. Faculty members also mentor students in research, and their students disseminate the results of their research with their professors as co-presenters at conferences or through joint publications.

In recent years, we average roughly 75 professional conference presentations annually, including student co-authors. A typical year also includes roughly 50 faculty publications annually, with the majority including student co-authors.

Prestigious National and International Fellowships

Dedicated to teaching and scholarship, the faculty contributes to a stimulating intellectual environment that encourages student achievement inside and outside the classroom and laboratory. That faculty members inspire students to excel is demonstrated by the growing numbers of students receiving prestigious undergraduate and graduate awards: in recent years, Ursinus has produced a Rhodes Scholar, two National Science Foundation Graduate Research Program Fellows, Goldwater Scholars, United Negro College Fund-Merck Awardees, Udall Scholars, and many other recipients of awards from professional and philanthropic organizations, including the Society of Environmental Professionals, and the St. Andrew's Society of Philadelphia.

In 2001, Ursinus was named to the exclusive Thomas J. Watson Foundation List, one of 50 liberal arts colleges to hold this honor. Ursinus seniors compete to earn one of the coveted Watson Fellowships, which pay for independent study and international travel in the first year after graduation. Participation in the Watson Fellowship program offers external validation of the College's dedicated mission to educate students who learn, think, and live independently. Ursinus has averaged nearly one winner per year; most recently, two Ursinus graduates were among the 52nd Watson class in 2020.

Enrollment

Fall enrollment statistics for the College are shown in the following table:

Academic Year	**2017-2018**	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**
Fall Term Census	*2017*	*2018*	*2019*	*2020*	*2021*
Full Time	1,489	1,408	1,457	1,484	1,530
Part Time	18	27	15	9	26
Total Headcount Equivalent	1,507	1,435	1,472	1,493	1,556
Full Time Equivalent (FTE)	1,495	1,417	1,462	1,487	1,539

Note: One-third of the part-time headcount enrollment is included in the FTE.

The 2021-22 undergraduate student body comprises students from 32 states, D.C. and Puerto Rico, as well as 11 foreign countries. The states with the largest percentages of the student body are Pennsylvania (61%), New Jersey (18%), New York (4%), Maryland (4%), Delaware (3%), Connecticut (2%) and Virginia (2%).

The retention of first year, full time students to their second year has been as high as 91.8% over the last decade, with 86% being the most recent four-year cohort average (2017-2020 cohorts). These rates compare favorably with the national average of 68.7% as well as with non-profit 4-year institutions of 73.7% (2019 cohort returning to fall 2020). Graduation rates of the first-time, full-time cohort have also been strong over the past decade with 72.5% of the 2015 first year cohort graduating in six years. The most recent four cohort year average for the six-year graduation rate is 76.6% (2012-2015 cohorts). Nationally, non-profit 4-year institutions post a six-year graduation rate of 54.1% (2014 cohort).

The following table describes the recent history of applications, admits, and enrollments of first-time, first-year students:

Academic Year	**2017-2018**	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**
Fall Term Cohort	*2017*	*2018*	*2019*	*2020*	*2021*
Applications	3,488	3,361	3,350	3,834	3,818
Admissions	2,728	2,382	2,792	3,084	3,158
Enrollment	402	378	431	437	433
Acceptance Rate	78.2%	70.9%	79.1%	80.4%	82.7%
Yield Rate	14.7%	15.9%	15.4%	14.2%	13.7%

As of February 28, 2022, Fall 2022 deposits totaled 117, compared to 153 deposits during the same time period in the previous year. Fall 2022 is tracking consistent to Fall 2019, which at census was comparable to Fall 2020 and 2021 cohorts.

Beginning in the mid-2000s, the College determined to grow the applicant pool and its first-year enrollment. Through aggressive recruiting outreach, increased list buys and direct mailing, and new internet techniques—supplemented by favorable national press and a streamlined application process—the College succeeded in nearly tripling the applicant pool and growing the student body to beyond capacity. While welcoming the growth and the accompanying revenue at a time when most national liberal arts colleges were maintaining or even contracting, management recognized that the level of growth was not sustainable. Going forward, management has formally adopted an approach within its strategic planning model for sustainable inclusive growth over the next five years, with targets for full-time equivalent enrollment between 1600 and 1700.

The following table describes the recent history of average SAT scores for first-time, first-year students and the percent of first-time, first-year students who were in the top 10% of their high school class.

Academic Year	**2017-2018**	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**
Average SAT ERW	607	618	624	622	640
Average SAT Math	601	614	619	614	631
Total SAT	1,210	1,232	1,243	1,236	1,272
Top 10% of High School	24.6	20.0	21.3	24.3	29.2

Tuition and Fees

The following table sets forth the annual tuition, fees and room and board charges for a full-time student.

Academic Year	**2017-2018**	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**
Tuition and Fees	50,360	52,050	53,610	55,210	56,600
Room and Board	12,560	12,750	13,120	13,530	14,060
Total	**62,920**	**64,800**	**66,730**	**68,740**	**70,660**

Financial Aid to Students

Financial aid is provided to students at the College from the following sources: scholarships, grants (institutional, federal, state, and private), federal loans and federal work study. From 2014 to 2018 the percent of Ursinus students receiving any form of financial aid has ranged from 95%-98%.

The following table shows the aggregate amount of financial aid for students at the College for the last five academic years:

	2016-2017	2017-18	2018-2019	2019-2020	2020-2021
College funded:					
Unrestricted	$ 44,891,611	$ 45,378,843	$ 45,124,271	$ 47,738,344	$ 49,398,140
Restricted	135,850	199,650	259,873	1,170,775	1,251,481
Total College funded	45,027,461	45,578,493	45,384,144	48,909,119	50,649,621
Federal funded:					
Federal PELL	1,277,862	1,417,205	1,508,534	1,424,985	1,425,339
Federal SEOG	268,391	190,854	207,110	332,875	318,626
Federal Work Study	138,522	97,605	145,166	150,000	117,416
Federal Perkins loans	235,300	207,700		-	
CARES Education Stabilization Fund	-	-	-	727,125	1,912,609
Total Federal funded	1,920,075	1,913,364	1,860,810	2,634,985	3,773,990
State funded					
Grants-PHEAA	1,054,234	1,088,727	1,095,866	1,568,404	1,070,578
PHEAA Chafee Grant	-	-	-	-	
Federal Work Study Match	25,409	19,503	24,213	25,801	27,563
Total State funded	1,079,643	1,108,230	1,120,079	1,594,205	1,098,141
Total	$ 48,027,179	$ 48,600,087	$ 48,365,033	$ 53,138,309	$ 55,521,752

Financial Aid Policies and Enrollment. Ursinus carefully manages the distribution of College funded financial aid by adopting an "integrated net revenue management" model that combines assumptions about tuition inflation, discounting through institutional scholarships and grants, and new entering freshmen enrollment into a strategic revenue plan based on classic economic principles. The model is market-driven and is sensitive to current economic conditions, changing demographic trends, and competition within the College's market.

Peer Institutions

The College compares itself to other institutions. The following table lists the colleges and universities that the College considers peer institutions and their costs of attendance.

Institution Name	Tuition & Fees	Room & Board	Total 2021-2022
Franklin & Marshall	$63,406	$14,740	$78,146
Connecticut College*	*	*	$77,575
Gettysburg College	$59,960	$14,370	$74,330
Dickinson College	$58,708	$15,252	$73,960
Lafayette College	$56,364	$16,670	$73,034
Wheaton College (MA)	$58,180	$14,670	$72,850
Denison College	$57,500	$13,900	$71,400
Ursinus College	**$56,600**	**$14,060**	**$70,660**
Muhlenberg College	$55,830	$12,935	$68,765
The College of Wooster	$55,500	$13,100	$68,600
Allegheny College	$52,530	$13,420	$65,950
Beloit College	$54,680	$10,028	$64,708
Washington & Jefferson College	$50,192	$13,272	$63,464
Washington College	$49,652	$13,363	$63,015

** Connecticut College provides only a total comprehensive fee*
Source: Collegeboard.org & respective school websites

Campus Master Plan

The Campus Master Plan (CMP) process began with Ursinus 150, the College's strategic plan, and connected the campus "built environment" to its mission, vision, history and programmatic needs of the campus. Facilities exist to support program, so clearly articulating the vision of the College was the central premise of the plan. In other words, over the next fifteen to twenty years, how will facilities support and enhance the student academic, residential, and athletic experience and contribute to meeting the College's mid-range and long-term strategic objectives.

In 2019, the College completed its CMP, an effort that extended over a period exceeding two years, in a variety of phases. Initial phases focused on gathering existing facilities data, updating them, and identifying areas where these data were incomplete. This advanced to a more complete inventory with status information that allowed a prioritization of some basic infrastructure repair and improvement, as well as some areas, particularly related to energy use, in which improvements would yield rapid recovery of investments. With this basis of information, the College engaged three organizations to develop a full campus master plan: Hord Coplan Macht (HCM) as the lead group, with support relating to academic spaces coming from Dober Lidsky Mathey (DLM), and Architectural Resource Cambridge (ARC) providing planning for athletic spaces. In close consultation with an on-campus steering committee and informed by a series of open workshops over the 2018-19 academic year, these groups worked to produce the Campus Master Plan which was approved by the board and presented to the campus community in the fall of 2019.

Facilities

The College's campus consists of 70 buildings and covers a total of 170 acres, including an organic farm, wooded trails and a Main Street. Improvements to infrastructure occur annually and energy saving initiatives i.e., reduction in energy use, Variable Frequency Drives on motors, LED lighting etc. are considered and installed when appropriate. Academic and social life is organized around a plaza and walkway linking academic buildings, residence halls and a student center on the beautiful pedestrian campus. Together, these buildings represent the interaction of academic and social life at the College. Notable buildings on campus include:

Innovation and Discovery Center (IDC). The IDC is intentionally designed to boldly reflect the unique multidisciplinary nature of a liberal arts education by integrating previously separate subjects and spaces with the aim of strengthening science education, policy, entrepreneurship and student research. It creates a fully realized academic community with clusters—or neighborhoods—for interdisciplinary intellectual STEM communities such as neuroscience, biochemistry, and health and exercise physiology by designing and building space to support research collaborations in those fields. Constructed to LEED Silver standards, the IDC physically connects two existing—and very different—science buildings, one from the 1930s and the other from the 1970s, with a modern structure that preserved the character of the campus. The design, by its use of glass, gives the feel of transparency and openness. It provides many opportunities for informal, spontaneous collaboration and includes spaces to further cultivate the concept of a shared, common experience: technology-enhanced active learning classrooms; flexible laboratories that are easily configurable to suit specific needs of a research project; a rooftop, outdoor classroom; and open meeting and work spaces that bring together students and faculty from every discipline. The IDC is also home to Ursinus's Parlee Center for Science and the Common Good, which provides opportunities for students to become civically engaged scientific leaders, and the U-Imagine Center for Integrative and Entrepreneurial Studies, which encourages students to exercise innovation, leadership, imagination and creativity. Strategically placing these academic centers in the IDC allows students to apply ethical practice, policy and the greater good to scientific thought.

Schellhase Commons opened in 2020 and is located at the main entrance to Ursinus College at Main Street and Fifth Avenue. The Schellhase Commons is the new welcoming gateway to the campus, and a hub for social activity and student life. The facility was designed to build upon Ursinus's designation as a destination campus for students, faculty, staff, friends and neighbors, and aims to strengthen connections with the local Collegeville community and beyond. It offers a new home for Admission, the college bookstore, Café 2020, and meeting and event spaces that are designed with an eye for vibrant and diverse programming. Perhaps most importantly, the Commons (which incorporates historic Keigwin Hall on Main Street) connects generations of Ursinus students, serving as a welcome center for prospective students and their families when they first step foot on campus, and a gathering place for the thousands of alumni that still call Ursinus home.

Pfahler Hall of Science was built in 1932 and a state-of-the-art three-story addition was completed in 1998, which is seamlessly integrated into the traditional 1932 building. Pfahler houses classrooms, laboratories and faculty offices for work in Chemistry, Physics, Astronomy, Mathematics, Computer Science and Environmental Studies. In 2013, renovation of a laboratory for Anatomy and Physiology was completed. In 2014, laboratories on the second floor were completed for chemistry. In 2016, renovations included a physics lab and a storage area for photographic equipment were completed.

Thomas Hall was opened for use in 1970 and was completely renovated in 1991. Renovation to selected laboratories, funded via a National Science Foundation grant, was completed during 2011. It houses classrooms, laboratories and faculty offices for the biology and psychology departments. In 2014, renovation of a laboratory and microscopy room were completed.

F.W. Olin Hall, dedicated in 1990 and funded entirely by a grant from the F.W. Olin Foundation, contains classrooms, a 300-seat lecture hall, a Writing Fellows Center, an international learning center and offices for faculty members in the departments of English, History, Classical and Modern Languages, Philosophy and Religious Studies. Within the last seven years a writing center and office renovations were completed on the second and third floors.

Wismer Center, built in 1957, and renovated several times from the late 1990s through 2016, provides dining facilities, snack bar, social lounge, and offices for student services personnel. The most recent renovation included the dish room, front serving line and main seating area. Renovation included new equipment, finishes and furniture. It includes a bas-relief by a noted sculptor honoring classes from the war years.

Bomberger Hall, built in 1891, and fully renovated and acoustically improved in 2006, is the only original building of the College still standing. It includes faculty offices and classrooms for Business and Economics, Anthropology and Sociology, Politics and International Relations, Education and Music. The building also includes offices for Career Services and the Heefner Memorial Organ, a highly regarded 62-rank organ.

Myrin Library was constructed in 1970, totally renovated in 1988, and again in 2005. Renovations completed in 2016 included selected area office painting and the purchase of new furniture. The building houses the College's library collection of more than 420,000 volumes, 202,000 microforms, 32,000 audiovisual materials and 200,340 e-books, and provides on-site and remote access to approximately 30,300 print, microform and electronic periodical titles. It is a selective depositor for U.S. Government documents and Pennsylvania state government documents. The library is connected to the On-line Computer Library Center's bibliographic network, providing worldwide access to more than 6,700 collections and over 46 million volumes. The library also houses the College's Information Technology department, College Communications offices, the Registrar's Office, Institutional Research, the Pennsylvania Folklife Archives, and the Ursinusiana Collection.

The Kaleidoscope, the College's performing arts center, opened in the spring of 2005. It houses the theater and dance programs and has two theaters: a 380-seat proscenium theater with a 60-foot fly system and full stage cyclorama lighting, and a smaller black box theater with a flexible stage and moveable seating. The center houses a large rehearsal studio, wardrobe workroom, scene shop and storage area.

The Philip and Muriel Berman Museum of Art was dedicated in 1989 and is located in the original Alumni Memorial Library, built in 1921. In 2009, the College expanded the museum by dedicating the Henry W. and June Pfeiffer wing. The addition provided additional storage and lecture space, a works on paper study area and new galleries. The museum offers original exhibitions and related programming focusing on an extensive permanent collection and a variety of touring exhibitions from around the world. In 2016, the Pfeiffer wing was repainted, and LED perimeter lighting was added. Also in 2016, an office and reception area was added on the second floor. Paintings and three-dimensional art from the Berman grace the entire campus, making the College a living museum.

Ritter Center, which was renovated in 2006, houses several classrooms, a media laboratory, a television studio (recently upgraded), an editing bay and various auxiliary rooms. It also includes faculty offices for Media and Communications and Art. In 2013, office renovations for janitorial services were completed. In 2016, additional artist booths and an office for Environmental, Health and Safety were completed.

Corson Hall was opened for use in 1970 and houses most administrative offices of the College. It is located near the main entrance to the campus and contains the Dean's Office; President's Office; Advancement; administrative computing; Student Financial Services; Human Resources and the Business Office. In 2005, the first floor was renovated for offices and common spaces and renovation of the business office on the second floor was completed in 2011. In 2016, renovation of the second floor executive office area was completed. In 2021, the first floor was also reconfigured to support a One Stop Shop housing the Registrar's Office and Student Financial Services into a shared space to best support student needs.

The Floy Lewis Bakes Center, encompassing D.L. Helfferich Hall, the main gymnasium, along with the William Elliott Pool, fitness center and classrooms, provides athletics and the health and exercise physiology department facilities for students. The field house pavilion, a 56,000 square foot facility with indoor track and multiple 'courts' for student use opened in 2001, while the original Helfferich Hall was dedicated in 1972. This entire center includes locker rooms, sports medicine facilities, and a two-story fitness center. In addition, there is classroom space, a wrestling room, a dance studio, a regulation collegiate-sized swimming pool, and a gymnastics space. The field house offers students three full-size basketball/tennis courts, an indoor volleyball court a six-lane indoor track, with full facilities for indoor track & field. In 2011, air conditioning of the wrestling room was completed. In 2018, the Naturals (smoothie and sandwich) bar was built in the main lobby. In 2019, the main gym was air conditioned, and in 2021, new men's and women's basketball team rooms and film rooms were added.

Computer Facilities and Support. The College provides all students with equal access to information technology resources. It provides consulting and maintenance services to faculty and students to enhance their use of the resources. The College has an extensive technology infrastructure, including a robust and reliable computing network environment, fully wired residences and classrooms with high-speed network and internet connections as well as state-of-the-art projection equipment in classrooms. A fiber optic backbone network connects all buildings on the campus, allowing reliable, high-speed access to college computing resources and to the internet. Ursinus also provides wireless networking in a number of campus locations and buildings and is continuing to expand wireless access.

Athletics and Student Activities

Ursinus students find opportunities for education and recreation through a large number of campus organizations. The Campus Activities Board, the primary source of campus-wide programming, provides movies, dances, concerts, trips and opportunities for leadership development. The College sponsors more than 60 clubs and organizations, including clubs for students interested in a particular profession or academic area, numerous religious organizations and special interest groups, performing arts organizations, student publications, club sports and social organizations, which include seven fraternities, five sororities, and seven service groups.

The College is a member of the National Collegiate Athletic Association and the Centennial Conference, which includes Dickinson College, Franklin & Marshall College, Gettysburg College, Haverford College, Swarthmore College, Johns Hopkins University and other regional colleges and universities. Men and women at Ursinus participate in twenty-five intercollegiate sports programs. In addition to ten club programs for sports, the College offers six intramural programs for men and women, including basketball, volleyball, soccer, flag football, and indoor field hockey.

Enterprise Risk Management

The College has implemented an Enterprise Risk Management (ERM) program whereby the College identifies and assesses potential enterprise risks and undertakes diligent efforts to mitigate those risks. The College has placed high priority on the enterprise risks presented in the area of information technology. Recently, the College has not only placed a high strategic importance in the area of diversity, equity and inclusion (DEI), but also recognizes the enterprise risks associated with that strategic priority, and the College is assessing the various kinds of risks associated with DEI and undertaking efforts to mitigate them. For the College, ERM is a never-ending process that is aimed at reducing the College's overall risk profile.

Key Financial Data of The College

The College's financial accounts are maintained according to generally accepted accounting principles and traditional concepts employed among institutions of higher education. The College accounts for its financial resources using separate net asset groups: unrestricted, temporarily restricted and permanently restricted. These classifications are based on the existence or absence of donor-imposed restrictions.

Set forth in Appendix B to this Official Statement are the audited financial statements of the College as of and for the years ended June 30, 2021 and 2020. Such financial statements have been audited by Baker Tilly US, LLP. Potential purchasers should read Appendix B in its entirety for more complete information concerning the College's financial position and results of operations.

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Historical Operating Results

Below is a summary of the College's Statement of Financial Position for the previous five fiscal years:

Ursinus College
Consolidated Statements of Financial Position
For Years Ended 2017-2021

	2017	2018	2019	2020	2021
ASSETS					
Cash and cash equivalents	$ 7,673,491	$ 2,634,661	$ 6,963,077	$ 3,104,826	$ 7,554,556
Accounts receivable, net	412,705	652,603	394,110	444,090	368,986
Prepaid expenses	1,173,079	1,304,019	810,728	694,149	1,287,107
Pledges receivable	4,661,625	4,135,397	3,934,885	3,014,606	4,996,817
Student loans receivable, net	1,674,151	1,625,339	1,411,371	997,212	731,199
Deposits with bond trustees	19,457,354	7,222,358	1,401,418	1,372,338	1,372,497
Bond issuance costs, net	-	-		-	
Investments and funds held in trust by others	168,564,920	169,927,229	157,590,352	145,287,237	170,987,468
Land, buildings and equipment, net	118,061,267	135,509,747	140,000,202	144,325,183	140,129,366
Collections	8,086,398	8,818,901	9,078,443	9,082,443	9,646,368
Other assets	843,325	891,172	745,839	770,923	721,150
TOTAL ASSETS	$ 330,608,315	$ 332,721,426	$ 322,330,425	$ 309,093,007	$ 337,795,514
LIABILITIES					
Accounts payable and accrued expenses	$ 4,234,745	$ 7,923,383	$ 2,741,785	$ 2,733,963	$ 2,399,916
Accrued payroll	1,754,988	1,685,832	1,816,173	1,685,709	1,795,396
Deferred revenues	492,217	408,072	406,265	1,806,213	137,017
Refundable deposits	801,212	754,230	800,288	851,613	859,689
Retirement obligations	649,157	573,330	508,096	459,931	379,403
Annuities payable	5,472,789	5,485,632	5,425,543	5,205,428	5,512,505
Conditional asset retirement obligations	1,865,411	1,903,066	1,942,776	1,984,655	2,028,820
Long-term debt	62,840,459	61,266,667	61,895,721	60,976,598	59,205,729
US government grants refundable	1,616,372	1,522,886	1,521,488	1,287,107	821,063
TOTAL LIABILITIES	$ 79,727,350	$ 81,523,098	$ 77,058,135	$ 76,991,217	$ 73,139,538
NET ASSETS					
Unrestricted	$ 111,586,440	$ 108,572,737	$ 106,818,608	$ 103,219,867	$ 114,344,772
Temporarily restricted	48,649,321	49,934,858	44,235,305	34,036,363	51,905,585
Permanently restricted	90,645,204	92,690,733	94,218,377	94,845,560	98,405,619
TOTAL NET ASSETS	$ 250,880,965	$ 251,198,328	$ 245,272,290	$ 232,101,790	$ 264,655,976
TOTAL LIABILITIES AND NET ASSETS	$ 330,608,315	$ 332,721,426	$ 322,330,425	$ 309,093,007	$ 337,795,514

Below is a summary of the College's Statement of Activities for the previous five fiscal years.

Ursinus College
Consolidated Statements of Activities
For Years Ended 2017-2021

	2017	2018	2019	2020	2021
UNRESTRICTED REVENUES, GAINS, AND OTHER SUPPORT					
Tuition and fees	$ 74,835,204	$ 74,048,895	$ 72,679,498	$ 76,566,897	$ 81,001,783
less student aid	(45,027,461)	(45,578,493)	(45,384,144)	(48,909,119)	(50,649,621)
Net tuition and fees	29,807,743	28,470,402	27,295,354	27,657,778	30,352,162
Room and board	18,139,778	17,473,113	16,711,184	14,849,909	15,087,615
Contributions	2,465,757	2,464,295	3,566,088	3,752,942	8,992,400
Government grants and contracts	1,279,700	1,310,494	1,381,939	1,918,765	3,426,689
Endowment funds used for operations	6,271,642	8,008,781	8,022,071	10,702,097	11,304,208
Other investment income	1,847,619	1,085,548	1,193,507	899,116	1,612,643
Other auxiliary enterprises	76,197	18,424	32,995	21,449	16,366
Other income	1,299,623	2,010,425	2,328,462	1,880,151	739,318
Net realized and unrealized gains	(150,528)	(158,012)	147,199	40,375	(85,177)
Net assets released from restrictions	874,924	762,444			
TOTAL REVENUES, GAINS, AND OTHER SUPPORT	61,912,455	61,445,914	60,678,799	61,722,582	71,446,224
UNRESTRICTED EXPENSES AND OTHER DEDUCTIONS					
Education and general					
Instruction	21,716,818	20,503,551	21,328,119	21,472,871	20,913,557
Research	364,188	543,713	330,921	220,174	363,139
Public service	905,188	962,190	978,623	957,963	837,916
Student services	9,886,246	10,032,193	10,734,401	11,099,347	10,601,072
Auxiliary enterprises	10,957,674	11,034,789	11,578,689	11,221,429	12,529,229
Support					
Academic support	6,464,175	6,599,443	7,096,895	6,897,234	5,290,075
Management and general	13,906,095	14,069,175	15,426,311	16,411,512	14,483,345
TOTAL OPERATING EXPENSES	64,200,384	63,745,054	67,473,959	68,280,530	65,018,333
INCOME (LOSS) FROM OPERATIONS	(2,287,929)	(2,299,140)	(6,795,160)	(6,557,948)	6,427,891
UNRESTRICTED NON-OPERATING INCOME (LOSS)					
Contributions	759,190	974,521	3,741,506	1,171,705	2,058,270
Government grants and contracts	-	-	-	-	-
Other investment income	33,027	24,230	242,670	316,666	177,006
Net realized and unrealized gains and losses	1,722,146	188,279	2,644,896	1,520,434	35,807,372
Loss on retirement of long-term debt	-	-	-	-	-
Endowment funds provided to operations	(4,282,140)	(5,517,220)	(5,229,022)	(9,476,644)	(11,487,065)
Other expenses and revenues	(86,349)	(1,872,435)	(141,060)	(124,540)	(31,155)
Net assets released from restrictions	4,333,724	5,488,062	(389,868)	(20,173)	(398,133)
TOTAL NON-OPERATING INCOME (LOSS)	2,479,598	(714,563)	869,122	(6,612,552)	26,126,295
CHANGES IN UNRESTRICTED NET ASSETS	191,669	(3,013,703)	(1,754,129)	(3,598,741)	11,124,905
CHANGES IN TEMPORARILY RESTRICTED NET ASSETS	9,480,295	1,285,537	(5,699,553)	(10,198,942)	17,869,222
CHANGES IN PERMANENTLY RESTRICTED NET ASSETS	2,942,935	2,045,529	1,527,644	627,183	3,560,059
NET ASSETS, BEGINNING	238,266,066	250,880,965	251,198,328	245,272,290	232,101,790
NET ASSETS, ENDING	$ 250,880,965	$ 251,198,328	$ 245,272,290	$ 232,101,790	$ 264,655,976

Gifts and Grants

The following table shows total gifts and grants received by the College during the past five academic years:

Gifts, grants, and contracts	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Annual Fund	$ 2,234,058	$ 2,288,559	$ 2,295,420	$ 1,944,463	$ 3,778,005
Capital	2,441,543	1,914,659	2,607,069	673,575	991,862
Endowment	947,182	1,826,285	1,892,707	1,669,800	1,673,770
Life Income Funds	39,199	47,784	0	51,627	22,220
Other private gifts and grants	2,029,503	1,513,926	712,910	1,505,461	2,602,602
Government gifts and contracts	1,285,517	1,310,494	1,381,939	1,981,765	3,426,689
Total Cash and Stock Gifts	8,977,002	8,901,707	8,890,045	7,763,691	12,495,148
Change in pledge revenue	1,394,890	(526,228)	(200,512)	(920,279)	1,982,211
Total Gifts and Grants	**$ 10,371,892**	**$ 8,375,479**	**$ 8,689,533**	**$ 6,843,412**	**14,477,359**

Fundraising

The college conducted a comprehensive fundraising campaign with an experienced professional advancement team and a cadre of over 300 volunteers. The campaign fundraising priorities were directed toward operating funds (The Annual Fund) and capital and endowment needs.

Total gifts received from the major constituencies during the past five academic years were as follows:

	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021
Alumni	$3,257,396	$3,638,427	$3,686,119	$2,594,673	$5,042,754
Parents	166,521	163,929	193,631	178,044	217,530
Friends	573,557	1,403,508	1,615,580	302,358	1,324,484
Foundations	2,053,097	1,098,713	1,742,053	2,573,410	1,325,916
Corporations	501,129	969,995	560,955	275,593	711,061
Other	1,021,013	1,317,593	1,304,553	1,669,999	3,061,729
Total Gifts and Grants	**$7,572,713**	**$8,592,165**	**$9,102,891**	**$7,594,077**	**$9,407,861**

Giving. During the fiscal year ending June 30, 2021, the College received outright cash, stock and in-kind gifts totaling $9.4 million. This total includes strong support of the Annual Fund by alumni, parents and other friends, who provided $3.69 million in unrestricted operating support during the year.

Comprehensive Campaign. Buoyed by the tremendous success of the fundraising completed over the fiscal years through FY 2013, the Board of Trustees approved and initiated Keep the Promise: The Sesquicentennial Campaign for Ursinus College. The decision to advance this multi-year, comprehensive campaign, with a working goal of $100 million, was met with unanimous agreement. With the support of the Board, members of the Advancement staff began laying the foundation for the comprehensive campaign based on supporting the strategic priorities of the College. The campaign successfully concluded with over $107 million in new gifts and commitments surpassing the campaign total. The public phase of the campaign was launched in October, 2016 and was completed in September of 2020.

As part of the Keep the Promise comprehensive campaign, through the end of FY 2020 (June 30, 2020), the college had recognized gifts and commitments of approximately $107.3 million against which it had received contributions of $61.4 million. Of the remaining balance, $28.9 million was in documented expectancies and $16.9 million was in pledges for which the College anticipates payment before June 30, 2025.

Endowment and Endowment Investments

The College classifies its endowment funds as unrestricted, temporarily restricted and permanently restricted. Unrestricted endowment funds include quasi-endowment funds, which are funds that the Board has designated as endowment. While these funds have been retained for the same purposes as pure endowment funds, any portion of quasi-endowment funds may be expended at the discretion of the Board. Permanently restricted endowment funds include principal gifts that have been stipulated by the donors or other parties as nonexpendable. Permanently restricted funds also include life income funds whose ultimate designation is for the permanently restricted endowment. Temporarily restricted endowment funds include gains on endowment investments and life income funds whose ultimate designation is for the temporarily restricted endowment.

At June 30, 2021 and 2020, the market values of the endowment components were as follows:

Endowment Classification	**June 30, 2021**	**June 30, 2020**
Unrestricted	$ 18,900,765	$ 16,173,435
Temporarily Restricted		
Realized and Unrealized Gains	37,195,363	19,550,451
Life Income Funds	5,801,032	4,391,194
Permanently Restricted		
Permanent Endowment Funds	92,130,456	89,380,599
Life Income Funds	4,965,969	4,604,692
Total Endowment Funds	**$ 158,993,585**	**$ 134,100,371**

Net realized and unrealized gains on permanently restricted investments are included as temporarily restricted revenues. Commonwealth of Pennsylvania law permits the College to allocate a portion of these net realized and unrealized gains to unrestricted equity each year. The amount allocated, when added to the income distribution derived from permanently restricted assets, cannot exceed 7% of the three-year moving average of the market value of the endowment, in accordance with Pennsylvania statute. The College follows the total return concept of endowment investment and spending. Under this concept, a prudent amount of appreciation earned on investment may be spent in the event that the interest and dividends earned are insufficient to meet that period's spending rate.

The responsibility for establishing investment objectives and policies for the endowment rests with the Board. Authority for specific policies and guidelines for investment management has been delegated to the Investment Committee of the Board. The Vice President for Finance and Administration is responsible for implementing the objectives, policies and guidelines of the Investment Committee. The primary long-term investment objective is to earn a total return that exceeds the long-term inflation rate (as measured by the Consumer Price Index), covers the costs of managing the funds, and provides annual income in support of the endowment spending policy. The endowment spending policy attempts to balance the long-term objective of maintaining the purchasing power of the endowment with the goal of providing a reasonable, predictable, stable, and sustainable contribution to support current operations. The long-term target is to provide spendable income equal to 5% of the average market value of endowment. Spending is derived from current income and realized capital gains. For the past several years, the asset allocation has been approximately 60% equity investments, 25% fixed income investments or cash and 15% alternative assets.

The following table shows the market values of the Endowment Fund for the last five fiscal years:

Year	Market Value
2016-17	$ 136,771,157
2017-18	$ 138,781,130
2018-19	$ 137,883,476
2019-20	$ 134,100,371
2020-21	$ 158,993,585

Physical Property

The following table reflects the investment in land, buildings, equipment and collections on an original cost basis, with recognition of accumulated depreciation and net investment for the periods indicated.

Fiscal Year Ended June 30	Original Cost	Accumulated Depreciation	Original Cost Less Depreciation
2016-17	$ 203,773,935	$ 77,626,270	$ 126,147,665
2017-18	$ 225,310,052	$ 80,981,404	$ 144,328,648
2018-19	$ 235,195,743	$ 86,117,098	$ 149,078,645
2019-20	$ 245,218,929	$ 91,811,303	$ 153,407,626
2020-21	$ 247,177,700	$ 97,401,966	$ 149,775,734

Employee Benefits

There are approximately 238 non-faculty full-time employees of the College, including administration and support staff. There are no unions representing the College's employees.

Retirement benefits are available to all full-time employees through a defined contribution retirement plan through Teachers Insurance and Annuity Association (TIAA). These programs are mandatory for all full-time faculty, administrative, and support staff and require immediate participation upon hire. The College contributes an amount equal to 7% of each employee's annual base salary; employees are required to contribute at least 4% of their annual base salary. The College is current in its obligations to TIAA.

In addition to providing retirement benefits, the College provides contributions towards employee postretirement healthcare needs. The College is a member of Emeriti Retirement Health Solution, a consortium of colleges and universities organized to address retiree health care needs. The College contributes $600 per year for any employee who is 40 years of age or older into a Voluntary Employee Beneficiary Association (VEBA) account in the employee's name. The employee must fully match that contribution, with the option to contribute more than the minimum. Employees are fully vested in the funds in their accounts and will have access to these funds for use for their postretirement health care needs. The College will have no other healthcare obligations for these employees. The College provides a Medicare supplement healthcare insurance plan for eligible employees who retired prior to July 2005. The College has recorded its past retirement obligations for these retired employees in accordance with ASC 715, Compensation – Retirement Benefits.

Insurance

The College at all times insures its buildings and contents, including those under construction, against losses resulting from fire, with extended coverage providing for repair or replacement without deduction for depreciation. The insurance policies are structured with coverage and deductibles typical for an institution of higher education. All revenues from College operations are insured against loss due to unusable facilities caused by fire and other perils and insured under a business interruption policy. The College has in force comprehensive general and automobile liability policies, including an excess liability umbrella to protect it and its employees from claims arising from its operating activities, whether for personal injury or property damage. The College also has directors' and officers' insurance protecting against errors and omissions of the Board as well as wrongful employment practices liability. Lastly, the College has cyber-liability insurance to protect itself from claims relating to its various systems and information technology.

Management's Discussion and Analysis

For over 150 years, Ursinus has been committed to its mission of purposeful education that "enables students to become independent, responsible, and thoughtful citizens." Today, building on this strong foundation, Ursinus is at a pivotal time in its rich history, with the opportunity to realize its potential as The College of Opportunity, a top-tier national liberal arts college; a first-choice for students, faculty and staff, and for philanthropy; a college where students and graduates affect positive change locally, nationally, and globally. The strategic plan, Ursinus 150, signaled a new era in the history of Ursinus's transformative education. The embedded five-year goals were set to improve the College's external footprint and visibility, graduation rates, retention rates and to stabilize enrollment at a financially sustainable discount rate. The College set both short-term and long-term approaches to these concerns, which involved strategic investments consistent with best financial practices.

The College's next strategic plan boldly re-affirms a vision of the liberal arts that empowers its students, ensuring that each individual is seen and supported, no matter their socioeconomic status, pathway to college, cultural and ethnic background, field of interest, or residency on campus. Ursinus College takes pride in being a place where education extends beyond the classroom. Building upon the success of Ursinus150, it is intentionally focusing its efforts on every student at Ursinus—each and every member of the student body, including the most vulnerable and those who have historically struggled to find a home and community on campus. The College's plan is built upon four connecting themes that span the breadth of the student experience.

Ursinus College takes pride in being a place where education extends beyond the classroom in keeping with our mission to enable students to become independent, responsible, and thoughtful individuals through a program of liberal education. That education prepares them to live creatively and usefully, and to provide leadership for their society in an interdependent world. "Every Student's Success" builds upon the foundation put in place in the College's previous strategic plan, Ursinus 150, which was constructed on three pillars: learning, living together and building lifelong connections.

"Every Student's Success" takes care to focus on every student, including, and especially, students who have struggled to receive full equity and access within American higher education. The College views "student success" at Ursinus as surpassing the typical measures of academic success. Its all-encompassing vision focuses on developing persons of good character, equipped with the skills needed to build and pursue a meaningful and fulfilling life after they leave campus. For college bound, transfer and returning students with a broad range of identities, life experiences and pathways to college, key objectives follow:

- For each student to build the ability to think and act independently, feel empowered; act with resilience when challenges arise and be open to new perspectives and experiences needed to be successful at and beyond Ursinus
- For each student to leave campus as a motivated, life-long learner, confident in her/his abilities to meet the evolving and unpredictable demands of a changing world
- For each student to excel at critical thinking, analysis, problem-solving and
- For each student to excel at social connection
- For each student to graduate with a manageable debt load
- For Ursinus to honor the individual identities of each student, and for the institution to cultivate a sense of belonging for each student, regardless of their origin or background

Central to all these efforts is the implementation of the academic core curriculum Ursinus Quest: Open Questions Open Minds, as well as Ursinus's wide range of vibrant disciplinary and interdisciplinary academic programs. Beginning with the required Common Intellectual Experience (CIE) course, students at Ursinus are introduced to a model of higher learning founded on inquiry about the most pressing questions in human life: *What should matter to me? How should we live together? How can we understand the world? What will I do?* Liberal education at Ursinus treats the academic disciplines as lenses through which to explore these and other questions, inviting students to engage in reflection that is both deeply personal and outward-looking. Students take courses across the curriculum that help them cultivate the skills, knowledge, and dispositions necessary to conduct such inquiry throughout their lives and to act ethically in a complex, diverse, and increasingly global world.

The College has ensured that this new core curriculum and the Open Questions are more than an intellectual exercise, and more than a marketing tool. To ensure that the Open Questions deeply affect the full experience of students, the College is engaging all members of the campus community in these four questions. For example, student affairs has developed a model for learning outside the classroom that mirrors Ursinus Quest. The Campus Master Planners were challenged, in fact selected in part, to design facilities that will foster the interactions that deepen contemplation of the Open Questions. The Open Questions similarly are used by the Study Abroad programs to engage students in preparation before and reflection after their experiences off campus. Students are required to reflect periodically on the elements of their Ursinus experience that have affected their perspectives on the Open Questions, and record these in a four-year electronic repository, which can also include papers and multimedia artifacts that relate to their experiences. This collection is reinforced not only through the curriculum, but also through faculty advising and the Career and Post-Graduate Development (CPD) office. The CPD office staff will work with students throughout their four years, and beyond as alumni, to use the student reflections on the Open Questions and their relevant experiences as the raw material for compelling applications for internships, graduate school, and employment. And finally, the College will be using the materials in students' reflections as assessment data to enable the College to identify the effective elements of the Ursinus experience, and to inform improvement of those elements that are less effective than they should be. In short, we believe we have identified a way to truly define, measure, and continually improve the hallmarks of a "transformative residential educational experience" that is the goal of all liberal arts colleges.

These exciting innovations grow directly out of a strong tradition that placed Ursinus among the forty Colleges that Change Lives (Loren Pope 1996, 2000, 2006, 2013). Centered on open inquiry and the unrivaled first year Common Intellectual Experience, the College's unique curriculum develops critical thinking and has distinguished Ursinus for the last two decades. Planning for the future has been inspired by Ursinus alumni – countless accomplished leaders and trailblazers who have left an indelible imprint on society, including a celebrated writer, a Nobel laureate, a Rhodes Scholar and nationally recognized chemistry innovator. Ursinus College has a long and proud tradition of connecting theory with practice, tying course work and the curriculum with hands-on learning such as internships, civic engagement and research. The College is firm in its pursuit of developing in students the qualities of intellect and character for purposeful living. Because the skills of critical thinking and thoughtful inquiry are so valued in the marketplace, and because Ursinus students will learn to value and speak directly to these skills, an Ursinus education is perhaps more relevant today than at any time in the College's 150-year history.

Financial Results

The College relies heavily on tuition and auxiliary fee revenue, which accounted for 78% of adjusted revenue for FY2021 followed by 18% from endowment income, philanthropy and grants and contracts. With prudent spending coupled with planned budget reductions to accommodate COVID, adjusted expenditures decreased by approximately 1.3% over the prior fiscal year. This resulted in a strong operating surplus of ~$7M in FY2021.

COVID-19

As with nearly every college in the United States, Ursinus finished the Spring 2020 semester remotely. The College planned to remain in person, with hybrid options for the 2020-2021 academic year, with the exception of the few weeks following Thanksgiving. With extensive testing, contact tracing, isolation and quarantine, masking, improved ventilation and enforced social distancing, the College was able to complete the entire year without a campus lockdown. It also demonstrated convincingly that the campus remained safer than the surrounding community as judged by infection rates.

With the experience from 2020-2021, the College planned to eliminate the hybrid option, and return completely to in-person instruction in 2021-2022—the current academic year. This brought its on-campus residency almost up to normal levels. Despite the Delta variant, the College was able to maintain a very low infection rate on campus, with an average positivity rate between 0.1% and 0.2% during most of the fall semester. Ursinus experienced an increase in infections as the Omicron variant arrived following Thanksgiving, but even with the January surge, it was able to control infection rates on campus, and never moved away from in-person instruction or had to change its planned schedule.

Maintaining these efforts have required considerable effort and expense. In fall 2020, Ursinus had to contract with outside services to take samples, and to process PCR tests at a high cost to the College. It shifted testing suppliers and techniques five times over that academic year to cut costs and to maintain rapid turnaround. With the advent of inexpensive antigen testing, the College moved to that midway through the Spring 2021 semester. As the federal government moved to purchase essentially all of the available antigen tests in fall 2021, the College was challenged to identify suppliers, placing orders of five different tests through at least six different vendors. The College's persistence paid off, and it was never forced to curtail regular testing at any point through the pandemic. In rough numbers, the College's testing efforts in the fall

2020 cost roughly $1M, and the following spring its nominal cost dropped to about one third of that, although it benefitted from surplus tests distributed through the state government. Now that regular antigen tests are available, the College's per semester testing cost is about $150,000.

The College received $1,149,294 in Cares Act (HEERF I) funding, of which 50% was allocated to student aid and 50% was allocated to institutional expenses; $1,637,237 in CRRSAA (HEERF II) funding, of which 35% was allocated to student aid and 65% was allocated to institutional expenses; and $2,899,039 in ARP (HEERF III) funding, of which 50% was allocated to student aid and 50% was allocated to institutional expenses.

APPENDIX B

AUDITED FINANCIAL STATEMENTS OF URSINUS COLLEGE
FOR THE FISCAL YEARS ENDED JUNE 30, 2021 AND 2020

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Ursinus College

Financial Statements

June 30, 2021 and 2020

Ursinus College

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Independent Auditors' Report

To the Board of Trustees of
Ursinus College

We have audited the accompanying financial statements of Ursinus College (the College), which comprise the statements of financial position as of June 30, 2021 and 2020, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Ursinus College as of June 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Baker Tilly US, LLP

Philadelphia, Pennsylvania
November 24, 2021

Ursinus College

Statements of Financial Position
June 30, 2021 and 2020

	2021	2020
Assets		
Cash and cash equivalents	$ 7,554,556	$ 3,104,826
Accounts receivable, net	368,986	444,090
Prepaid expenses	1,287,107	694,149
Pledges receivable, net	4,996,817	3,014,606
Student loans receivable, net	731,199	997,212
Deposits with bond trustee	1,372,497	1,372,338
Investments and funds held in trust by others	170,987,468	145,287,237
Land, buildings and equipment, net	140,129,366	144,325,183
Collections	9,646,368	9,082,443
Other assets	721,150	770,923
Total assets	$ 337,795,514	$ 309,093,007
Liabilities and Net Assets		
Liabilities		
Accounts payable and accrued expenses	$ 2,399,916	$ 2,733,963
Accrued payroll	1,795,396	1,685,709
Deferred revenues	137,017	1,806,213
Refundable deposits	859,689	851,613
Postretirement obligations	379,403	459,931
Annuities payable	5,512,505	5,205,428
Conditional asset retirement obligations	2,028,820	1,984,655
Long-term debt, net	59,205,729	60,976,598
U.S. government grants refundable	821,063	1,287,107
Total liabilities	73,139,538	76,991,217
Net Assets		
Without donor restrictions	114,344,772	103,219,867
With donor restrictions	150,311,204	128,881,923
Total net assets	264,655,976	232,101,790
Total liabilities and net assets	$ 337,795,514	$ 309,093,007

See notes to financial statements

Ursinus College

Statements of Activities
Year Ended June 30, 2021
(With Comparative Totals for 2020)

	Without Donor Restrictions	With Donor Restrictions	2021 Total	2020 Total (Summarized)
Operating Revenue				
Tuition and fees (net of student aid $50,649,621 in 2021 and $48,181,994 in 2020)	$ 30,352,162	$ -	$ 30,352,162	$ 28,384,903
Room and board	15,087,615	-	15,087,615	14,849,909
Contributions	5,424,811	3,567,589	8,992,400	3,752,942
Government grants and contracts	3,424,759	1,930	3,426,689	1,918,765
Endowment funds used for operations	11,202,940	101,268	11,304,208	10,702,097
Other investment income, net	1,609,688	2,955	1,612,643	899,116
Other auxiliary enterprises	16,366	-	16,366	21,449
Other income	739,318	-	739,318	1,880,151
Net realized and unrealized (losses) gains	(85,177)	-	(85,177)	40,375
Net assets released from restrictions	4,843,136	(4,843,136)	-	-
Total operating revenue	72,615,618	(1,169,394)	71,446,224	62,449,707
Operating Expenses				
Program services:				
Instruction	20,913,557	-	20,913,557	21,472,871
Research	363,139	-	363,139	220,174
Public service	837,916	-	837,916	957,963
Student services	10,601,072	-	10,601,072	11,826,472
Auxiliary enterprises	12,529,229	-	12,529,229	11,221,429
Total program services	45,244,913	-	45,244,913	45,698,909
Supporting services:				
Academic support	5,290,075	-	5,290,075	6,897,234
Management and general	14,483,345	-	14,483,345	16,411,512
Total supporting services	19,773,420	-	19,773,420	23,308,746
Total operating expenses	65,018,333	-	65,018,333	69,007,655
Change in net assets from operations	7,597,285	(1,169,394)	6,427,891	(6,557,948)
Nonoperating Activities				
Contributions	725,013	1,333,257	2,058,270	1,171,705
Other investment income, net	41,458	135,548	177,006	316,666
Net realized and unrealized gains	3,501,864	32,305,508	35,807,372	1,520,434
Endowment funds provided to operations	(11,487,065)	-	(11,487,065)	(9,476,644)
Actuarial loss on annuities payable	-	(31,155)	(31,155)	(124,540)
Other expenses	(398,133)	-	(398,133)	(20,173)
Net assets released from restrictions	11,144,483	(11,144,483)	-	-
Change in net assets from nonoperating activities	3,527,620	22,598,675	26,126,295	(6,612,552)
Change in net assets	11,124,905	21,429,281	32,554,186	(13,170,500)
Net Assets, Beginning	103,219,867	128,881,923	232,101,790	245,272,290
Net Assets, Ending	$ 114,344,772	$ 150,311,204	$ 264,655,976	$ 232,101,790

See notes to financial statements

Ursinus College

Statements of Activities
Year Ended June 30, 2020

	Without Donor Restrictions	With Donor Restrictions	Total
Operating Revenue			
Tuition and fees (net of student aid of $48,181,994)	$ 28,384,903	$ -	$ 28,384,903
Room and board	14,849,909	-	14,849,909
Contributions	2,197,020	1,555,922	3,752,942
Government grants and contracts	1,911,785	6,980	1,918,765
Endowment funds used for operations	9,162,757	1,539,340	10,702,097
Other investment income, net	896,178	2,938	899,116
Other auxiliary enterprises	21,449	-	21,449
Other income	1,880,151	-	1,880,151
Net realized and unrealized gains	40,375	-	40,375
Net assets released from restrictions	6,326,603	(6,326,603)	-
Total operating revenue	65,671,130	(3,221,423)	62,449,707
Operating Expenses			
Program services:			
Instruction	21,472,871	-	21,472,871
Research	220,174	-	220,174
Public service	957,963	-	957,963
Student services	11,826,472	-	11,826,472
Auxiliary enterprises	11,221,429	-	11,221,429
Total program services	45,698,909	-	45,698,909
Supporting services:			
Academic support	6,897,234	-	6,897,234
Management and general	16,411,512	-	16,411,512
Total supporting services	23,308,746	-	23,308,746
Total operating expenses	69,007,655	-	69,007,655
Change in net assets from operations	(3,336,525)	(3,221,423)	(6,557,948)
Nonoperating Activities			
Contributions	811,892	359,813	1,171,705
Other investment income, net	53,491	263,175	316,666
Net realized and unrealized gains	185,034	1,335,400	1,520,434
Endowment funds provided to operations	(9,476,644)	-	(9,476,644)
Actuarial loss on annuities payable	-	(124,540)	(124,540)
Other expenses	(20,173)	-	(20,173)
Net assets released from restrictions	8,184,184	(8,184,184)	-
Change in net assets from nonoperating activities	(262,216)	(6,350,336)	(6,612,552)
Change in net assets	(3,598,741)	(9,571,759)	(13,170,500)
Net Assets, Beginning	106,818,608	138,453,682	245,272,290
Net Assets, Ending	$ 103,219,867	$ 128,881,923	$ 232,101,790

See notes to financial statements

Ursinus College

Statements of Cash Flows
Years Ended June 30, 2021 and 2020

	2021	2020
Cash Flows From Operating Activities		
Change in net assets	$ 32,554,186	$ (13,170,500)
Adjustments to reconcile change in net assets to net cash used in operating activities:		
Depreciation	5,851,987	5,783,135
Accretion of asset retirement obligations	44,165	41,879
Net realized and unrealized gains	(35,722,195)	(1,560,809)
Bond premium amortization	(136,156)	(263,670)
Amortization of bond issuance costs	60,092	85,355
Actuarial loss on annuities payable	31,155	124,540
Gift in-kind contributions of property and collections	(589,094)	(80,920)
Contributions restricted for long-term investment and annuity contracts	(1,333,257)	(359,813)
Changes in assets and liabilities:		
Accounts receivable	75,104	(49,980)
Prepaid expenses	(592,958)	116,579
Pledges receivable	(1,195,022)	1,078,629
Other assets	49,773	(25,084)
Accounts payable and accrued expenses	(350,997)	(211,864)
Accrued payroll	109,687	(130,464)
Deferred revenues	(1,669,196)	1,399,948
Refundable deposits	8,076	51,325
Postretirement obligations	(80,528)	(48,165)
U.S. government grants refundable	(466,044)	(234,381)
Net cash used in operating activities	(3,351,222)	(7,454,260)
Cash Flows From Investing Activities		
Purchases of property and equipment	(1,050,126)	(9,823,154)
Purchases of collections	(563,925)	(4,000)
Purchases of investments	(73,433,138)	(366,171,781)
Proceeds from sales of investments	83,899,615	380,070,872
Payments on student loans receivable	266,013	414,159
Net cash provided by investing activities	9,118,439	4,486,096
Cash Flows From Financing Activities		
Contributions received restricted for long-term investment	546,068	201,463
Contributions received restricted for investments in annuity contracts	70,000	51,627
Proceeds from issuance of long-term debt	-	832,472
Payments on long-term debt	(1,694,805)	(1,573,280)
Payments to annuitants	(238,591)	(431,449)
Net cash used in financing activities	(1,317,328)	(919,167)
Net increase (decrease) in cash and cash equivalents and restricted cash	4,449,889	(3,887,331)
Cash and Cash Equivalents and Restricted Cash, Beginning	4,477,164	8,364,495
Cash and Cash Equivalents and Restricted Cash, Ending	$ 8,927,053	$ 4,477,164
Supplemental Disclosures		
Cash paid for interest	$ 2,553,132	$ 2,284,051
Construction related payables	$ 16,950	$ 597,116
Reconciliation of Cash and Cash Equivalents and Restricted Cash		
Cash and cash equivalents	$ 7,554,556	$ 3,104,826
Deposits with bond trustee	1,372,497	1,372,338
Total cash and cash equivalents and restricted cash	$ 8,927,053	$ 4,477,164

See notes to financial statements

1. Summary of Significant Accounting Policies

Nature of Operations

Ursinus College (the College) located in Collegeville, Pennsylvania, is an independent, four-year liberal arts college founded in 1869. The mission of the College is to enable students to become independent, responsible and thoughtful individuals through a program of liberal education. At the start of the 2020-2021 academic year, the College enrolled 1,487 full-time-equivalent day students from 31 states and 8 countries, of which approximately 76 percent live in the College's residence halls.

Basis of Presentation

The financial statements of the College have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America, including accounting standards as they relate to financial statements of not-for-profit organizations. The Financial Accounting Standards Board (FASB) guidance requires the reporting of total assets, liabilities and net assets in a statement of financial position; reporting the change in net assets in a statement of activities; and reporting the sources and uses of cash and cash equivalents and restricted cash in a statement of cash flows.

Net Assets

Net assets and revenues, gains, expenses and losses are classified as without donor restrictions or with donor restrictions based on the existence or absence of donor-imposed restrictions as follows:

Net Assets Without Donor Restrictions - Net assets that are not subject to donor-imposed stipulations. Net assets without donor restrictions may be designated for specific purposes by action of the Board of Trustees.

Net Assets With Donor Restrictions - Net assets whose use by the College is subject to donor-imposed stipulations that can be fulfilled by actions of the College pursuant to those stipulations or that expire by the passage of time are reported as net assets with donor restrictions. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, these net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions. Additionally, funds received as gifts and bequests which have been accepted with the donor stipulation that the principal be maintained intact in perpetuity are reported as net assets with donor restrictions.

Cash Equivalents and Restricted Cash

Cash equivalents and restricted cash represent demand deposits and other investments held by the College with original maturity dates not exceeding 90 days.

Revenue Recognition

Tuition and fees revenue is recognized in the fiscal year in which the academic programs are delivered. Revenue for the majority of auxiliary enterprises, including room, board and other related services, is recognized when the related service is provided. The remainder of auxiliary enterprises revenue is derived from the rental of College meeting rooms, classrooms, residence halls and athletic fields and facilities for classes, conferences, meetings and camp activities, for which revenue is recognized when the service is provided. Tuition and fees and auxiliary enterprise contracts are considered to have a duration of less than one year. Fall and Spring tuition and fees are recognized within the same fiscal year. Summer tuition and fees are recognized in the applicable fiscal year based on the number of weeks in the program period.

Tuition, fees, room and board rates are approved by the Board of Trustees. The transaction price which is determined based on these established rates, net of financial aid are recorded as student tuition and fees revenue, Institutional financial aid and discounts provided by the College are reflected as a reduction of tuition and fees revenue. The College may also award grants and scholarships to individuals who meet certain academic and financial aid eligibility criteria.

Amounts due for tuition, fees, room and board are due prior to the beginning of each semester. In accordance with the College's refund policy, students who adjust their course load or withdraw completely within the first six weeks of the academic term may receive a full or partial refund. Historically, refunds have been approximately 1.4 percent of the total amount billed and reduce the amount of revenue recognized. Student accounts receivable includes amounts to which the College is unconditionally entitled. The College considers such amounts unconditional as of the payment due date.

The College recognizes contributions when cash, securities or other assets; an unconditional promise to give; or a notification of a beneficial interest is received. Conditional promises to give - that is, those with a measurable performance or other barrier and a right to return - are not recognized until the conditions on which they depend have been met.

Unconditional promises to be received after one year are discounted at a discount rate, which approximates risk adjusted market rates. Amortization of the discount is recorded annually as contribution revenue. Contributions made and collected in the same reporting period are recorded when received in the appropriate net asset category (without donor restrictions or with donor restrictions). Gifts of noncash assets are recorded at their fair value.

Private grants and contracts are generally deemed to be exchange (reciprocal) transactions. The performance obligation for each grant or contract is deemed to be the research itself and revenue is recognized as the eligible grant activities are conducted. Transaction prices are based on budgets in the award agreement. Private grants and contracts are generally one year or less in duration. Exchange contracts are not significant to the College's financial statements.

Government grants and contracts are deemed to be nonexchange (nonreciprocal) transactions. Under this guidance, revenue related to conditional grants and contracts is recorded when the conditions are met. Most grants and contracts are on a cost reimbursement basis and require the College to incur eligible expenses prior to the release of funds. The College reports these grants and contracts as changes in net assets without donor restrictions when restrictions are met in the same period. Restricted private gifts are recorded as changes in net assets with donor restrictions. When a donor restriction expires, net assets are reclassified as net assets without donor restrictions.

Deferred Revenues

Deferred revenues relate to tuition and matriculation deposits and other payments for the upcoming Fall semester that are received prior to fiscal year-end. The following table depicts activities for deferred revenues related to tuition and fees.

Balance at June 30, 2020	Refunds Issued	Revenue Recognized In 2021 Included June 30, 2020 Balance	Cash Received in Advance of Performance	Balance at June 30, 2021
$ 1,757,880	$ -	$ 1,757,880	$ 88,684	$ 88,684

The balance of deferred revenues at June 30, 2021, less any refunds issued will be recognized as revenue in the next fiscal year, as services are rendered.

Student Loans Receivable

These loans are made with funds advanced to the College by the federal government under the Perkins Student Loan Program (the Program). As of June 30, 2021 and 2020, student loans receivable are stated net of an allowance for doubtful loans. Uncollectible Federal Perkins Loans are not written off until approved for write-off or accepted for assignment by the U.S. Department of Education (ED).

The Program expired on September 30, 2017 and after June 30, 2018, no new loans were permitted. The College is not required to assign the outstanding Perkins Loans to ED or liquidate their Perkins Loan Revolving Funds due to the wind-down of the Program, however; the College may choose to liquidate at any time in the future. As of June 30, 2021, the College continues to service the Perkins Loan Program.

Allowances for Doubtful Accounts

The allowances for doubtful accounts for student accounts receivable and pledges receivable are provided based upon management's judgment, including such factors as prior collection history and type of receivable. The College writes off receivables when they become uncollectible, and payments subsequently received on such receivables are credited to the provision for doubtful accounts.

Investments

Investments comprise all classes of investments held and invested by the College's professional portfolio managers. Investments with readily determinable market values are reported in the financial statements at fair value based on quoted market prices. The estimated fair value of alternative investments such as hedge funds and private equity interests are based on net asset value (NAV) as provided by the external investment managers as a practical expedient for fair value.

Gains or losses on investments other than endowment funds are recognized as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulations or by law. Gains or losses on endowment investments, not otherwise restricted, are recognized as increases or decreases in net assets without donor restrictions in accordance with Commonwealth of Pennsylvania law (Note 13).

Deposits With Bond Trustees

Deposits with bond trustees consist of short-term investments and are restricted for debt service reserves.

Land, Buildings and Equipment

Land, buildings and equipment are stated at cost at the date of purchase or fair value at date of donation in the case of gifts. Depreciation is computed on a straight-line basis over the estimated useful lives of the assets: 50 years for buildings and certain improvements, 20 years for building improvements and 5 years for furniture and equipment. Maintenance and repairs are charged to expense as incurred; replacements and betterments are capitalized. All assets with a purchased cost, or fair value if acquired by gift, in excess of $5,000 are capitalized.

Contributions and Related Expenses

Pledges to be received after one year are recorded at fair value using a discount rate commensurate with the collection period of the gift investment. Amortization of the discount is recorded as additional contribution revenue.

Costs incurred for fundraising activities are expensed as incurred. Total fundraising costs, included in management and general expenses, were $2,603,074 and $3,521,838 for the years ended June 30, 2021 and 2020, respectively.

Collections

In 1989, the College opened the Philip and Muriel Berman Museum of Art. The collection contained therein is valued at the fair market value at the date of acquisition or date of gift. Fair market value for gifts of art is determined by independent appraisals. The collections are subject to a policy that requires proceeds from their sales to be used to acquire other items for collections or to support the direct care of existing collections. The College did not dispose of any collection items for financial gain for the years ended June 30, 2021 and 2020.

Gains or losses on the deaccession of collection items are classified on the statements of activities as without donor restrictions or with donor restrictions support depending on donor restrictions, if any, placed on the item at the time of accession. There were no deaccessions of the collections recorded in the year ended June 30, 2021. The College added $563,925 and $4,000 to the collections for the years ended June 30, 2021 and 2020, respectively.

Annuities Payable

Annuities payable represent the net present value of expected future payments to beneficiaries designated under annuity gift agreements, charitable remainder annuity trusts and charitable remainder unitrusts. Adjustments related to changes in estimates of future payments to beneficiaries and actuarial assumptions are recorded as actuarial gains or losses. Included in annuities payable on the statements of financial position for the years ended June 30, 2021 and 2020 is $1,632,716 and $2,235,810, respectively, as reserves for future payments of annuities payable.

Conditional Asset Retirement Obligations

A conditional asset retirement obligation is a legal obligation to perform an asset retirement activity in which the timing and (or) method of settlement are conditional on a future event that may or may not be within the control of the entity. The College recognizes a liability for the fair value of the conditional asset retirement obligations if their fair value can be reasonably estimated.

Nonoperating Activities

The College considers endowment gifts, capital contributions and grants and related expenditures, net realized and unrealized gains and losses on investments, actuarial gains and losses on annuities payable, revenue and expenses related to loan funds and trusts, net assets released from restrictions and unusual nonrecurring transactions to be nonoperating activities.

Tax-Exempt Status

Under the provisions of Internal Revenue Code Section 501(c)(3) and the applicable income tax regulations of Pennsylvania, the College is exempt from taxes on income other than unrelated business income.

The College recognizes or derecognizes a tax position based on a more likely than not threshold. This applies to positions taken or expected to be taken in a tax return. The College does not believe its financial statements include any material uncertain tax positions.

Management Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of revenue, expenses, assets and liabilities and disclosure of contingencies at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. The most significant management estimates and assumptions relate to the determination of allowances for doubtful accounts for student accounts, loans and pledges receivable; alternative investment values; useful lives of buildings and equipment; conditional asset retirement obligations; functional expense allocation and annuities payable. Actual results could differ from those estimates.

Concentration of Credit Risk

Cash, cash equivalents and investments are exposed to various risks, such as interest rate, market volatility and credit. To minimize such risks, the College has a diversified investment portfolio managed by several independent investment managers in a variety of asset classes. The College regularly evaluates its investments, including performance thereof. The College maintains its cash and cash equivalents in various bank deposit accounts which, at times, may exceed federal insured limits. The College's cash accounts are placed with high credit quality financial institutions. Due to inherent risks and potential volatility in investment valuations, the amounts reported in the accompanying financial statements can vary substantially from year to year. It is reasonably possible that changes in investments will occur in the near term and such changes could materially affect amounts reported in the accompanying financial statements.

Fair Value Measurements

Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. The College measures its investments and certain split-interest agreements at fair value.

Accounting Standards Adopted in the Current Year

Effective July 1, 2020, the College adopted the FASB Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842) (as amended)*. Topic 842 was issued to increase transparency and comparability among entities by recognizing lease assets and lease liabilities on the statements of financial position and disclosing key information about leasing arrangements. Under the provisions of Topic 842, a lessee is required to recognize a right-of-use asset and lease liability, initially measured at the present value of the remaining lease payments, in the statements of financial position. In addition, lessees are required to provide qualitative and quantitative disclosures that enable users to understand more about the nature of the leasing activities.

The College elected the option to apply the transition requirements at the effective date of July 1, 2020, which allows the effects of initially applying Topic 842 to be recognized as a cumulative effect adjustment to net assets without donor restrictions in the period of adoption. Consequently, the financial statements and disclosures required under Topic 842 have not been updated as of and for year ended June 30, 2020. The College also elected the package of practical expedients, which permits the College to not reassess prior conclusions about lease identification, classification and initial direct costs.

There were no significant effects related to the adoption of Topic 842 on the College's financial statements.

In August 2018, the FASB issued ASU No. 2018-13, *Disclosure Framework - Changes to the Disclosure Requirements for Fair Value Measurement.* ASU No. 2018-13 modifies the disclosure requirements for fair value measurements in Topic 820, *Fair Value Measurement.* The amendments are based on the concepts in the FASB Concepts Statement, *Conceptual Framework for Financial Reporting—Chapter 8: Notes to Financial Statements*, which the Board finalized on August 28, 2018. ASU No. 2018-13 was adopted by College in fiscal year 2021 and was applied retrospectively to all periods presented in Note 7.

In March 2019, FASB issued ASU No. 2019-03, *Not-for-Profit-Entities (Topic 958): Updating the Definition of Collections.* ASU No. 2019-03 modifies the definition of the term "collections" and require that a collection-holding entity disclose its policy for the use of proceeds from when collection items are deaccessioned. ASU No. 2019-03 now allows not-for-profit entities that have collections to use funds from deaccessioned collection pieces to support the direct care of existing collections in addition to the current requirement that proceeds from sales of collection items be used to acquire other items for collection. The implementation of this standard had no significant impact on the College's financial statements as of June 30, 2021.

Accounting Standard Not Yet Adopted

During September 2020, the FASB issued ASU No. 2020-07, *Presentation and Disclosures by Not-for-Profit Entities* for Contributed Nonfinancial Assets. ASU No. 2020-07 improves financial reporting by providing new presentation and disclosure requirements about contributed nonfinancial assets, including additional disclosure requirements for recognized contributed services. ASU No. 2020-07 is effective for the College in fiscal 2022 and is to be applied on a retrospective basis. The College is currently assessing the effect that ASU No. 2020-07 will have on its financial statements.

Reclassifications

Certain 2020 amounts have been reclassified to conform to the 2021 presentation.

2. Coronavirus Disease (COVID-19) and Emergency Relief Funding

In January 2020, an outbreak of a new strain of the coronavirus disease, COVID-19, was identified. The World Health Organization declared COVID-19 a public health emergency on March 11, 2020. In response, various governmental agencies have mandated stricter procedures to address the health and safety of both employees and patrons including, in certain cases, requiring the closure of operations. On March 16, 2020, following guidance from Pennsylvania Governor Tom Wolf, students, faculty and staff were transitioned to remote operations. For the fiscal year ended June 30, 2020, the COVID-19 outbreak has had an adverse impact on the College's operations. While this disruption is anticipated to be temporary, with full operations and services resuming in the near future, the exact timing of a return to normal remains uncertain. The Board of Trustees and the College's management continue to monitor the outbreak and potential financial impact.

As a result of closing the majority of on campus operations in response to the Governor's order, through June 30, 2020 the College issued refunds or adjustments to students for housing and dining of $2,568,572. Adjustments issued reduce the amount of auxiliary enterprise revenue recognized in the statement of activities for the year ended June 30, 2020.

As a response to COVID-19, the federal government approved three relief packages between April 2020 and March 2021. Congress set aside approximately $76.6 billion between the Coronavirus Aid, Relief and Economic Security Act (CARES), Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and the American Rescue Plan (ARP) to be allotted to the Educational Stabilization Fund through the Higher Education Emergency Relief Fund (HEERF).

Under CARES, the College received one grant comprised of two parts. Under the legislation, no less than 50 percent of the full grant was to be used for direct emergency aid to students. The remaining portion of the full grant could be used by institutions to cover any costs associated with significant changes to the delivery of instruction due to the coronavirus. Institutions were given one calendar year, from the date of award in the HEERF Grant Award Notification, to complete the performance of the HEERF grant. Institutions may recognize the institutional portion of the grant to the extent the grant was expended on student emergency aid. The College elected to disburse the majority of the funds as student relief. The College received $1,149,294 of funding under CARES and recognized $574,647 of the student portion as government grants and contracts revenue and student services expense and $151,978 of the institutional portion as government grants and contracts revenue and student services expense as of June 30, 2020. As of June 30, 2021, the remaining $422,669 of the institutional portion of the grant was expended and recognized as government grants and contracts revenue. Of the CARES funding recognized in 2021, $321,875 was recognized as student services expense and $100,794 was used to defray COVID testing expenditures as of June 30, 2021. As restrictions were met in the same periods, respectively, the grants were reported as changes in net assets without donor restrictions.

Under CRRSAA, institutions received one grant comprised of two parts. Institutions were required to spend the student portion on student emergency aid as directed under CARES. The remaining portion was to be used to defray expenses associated with coronavirus. Institutions were given one calendar year, from the date of award in the HEERF Grant Award Notification, to complete the performance of the HEERF grant. Institutions may recognize the institutional portion of the grant proportionate to the amount expended on student emergency aid. The College was awarded $1,637,237 under CRRSAA. The College received $574,647 of student funding under CRRSAA and recognized $427,850 as government grants and contracts revenue and student emergency aid expense as of June 30, 2021. The institutional portion of the grant totaling $1,062,590 was recognized as government grants and contract revenue as of June 30, 2021. The institutional portion of the grant was used to defray COVID testing expenditures during fiscal year 2021. As restrictions were met in the same period, the grants were reported as changes in net assets without donor restrictions.

Under ARP, institutions received one grant comprised of two parts. Under the legislation, no less than 50 percent of the full grant is to be used for direct emergency aid to students. The remaining portion of the full grant is to be used to defray expenses associated with coronavirus, implement evidence-based practices to monitor and suppress coronavirus, and conduct direct outreach to financial aid applicants about the opportunity to receive a financial aid adjustment based on a circumstance change. The College was awarded $2,899,039 and has not disbursed any of the ARP funds as of June 30, 2021, therefore no revenue or expense was recorded.

3. Accounts Receivable

Accounts receivable are as follows at June 30:

	2021	2020
Student	$ 54,957	$ 31,311
Employees	12,790	12,554
Research and development grants	169,189	138,542
Other	173,723	289,220
Total	410,659	471,627
Allowance for uncollectible receivables	(41,673)	(27,537)
Total accounts receivable, net	$ 368,986	$ 444,090

4. Pledges Receivable

The College records unconditional promises to give as pledges receivable. Pledges that were due beyond one year when initiated were discounted at discount rates that range from 0.09 percent to 2.07 percent at June 30:

	2021	2020
Less than one year	$ 1,521,862	$ 1,305,036
One to five years	1,603,058	1,671,038
More than five years	2,532,273	398,496
Total pledges, net of discount	5,657,193	3,374,570
Allowance for uncollectible pledges	(660,376)	(359,964)
Total pledges receivable, net	$ 4,996,817	$ 3,014,606

At June 30, 2021 and 2020, the unamortized discounts were $1,380,489 and $53,852, respectively.

5. Gift From the Abele Family Foundation, Inc.

On January 10, 2020, the College received a conditional gift from the Abele Family Foundation, Inc. (the Foundation). The purpose of the gift was to provide funding for the continuation and expansion of the Abele Scholars Program (the Scholars Program); continuation, enhancement and expansion of the Bear2Bear Fund (the B2B Fund); and naming provisions for the Commons.

The Foundation has agreed to provide assistance with funding the Scholars Program. The funds received would assist with scholarships, academic expenses, enrichment payments, pay-off of a portion of student loans, director and assistant director salaries and Scholar's program activities.

The gift includes conditions related to eligibility of applicants, minimum GPA requirements and enrollment status.

The total amount of the remaining gift will be recognized as the related conditions are met. Conditions are expected to be met as follows:

Years ending June 30:	
2022	$ 740,200
2023	873,400
2024	971,500
2025	971,500
2026	971,500
Thereafter*	5,502,200
Total	$ 10,030,300

* Includes gap and indirect funding of $470,400 and $1,344,000, respectively. Contributions of $595,168 and $421,060 were recognized in the years ended June 30, 2021 and 2020, respectively.

6. 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.

Student loans consisted of the following at June 30:

	2021	2020
Federal government programs	$ 938,838	$ 1,212,838
Less allowance for doubtful accounts:		
Beginning of year	(215,626)	(236,023)
Decreases	7,987	20,397
Ending	(207,639)	(215,626)
Student loans receivable, net	$ 731,199	$ 997,212

The College participates in various federal revolving loan programs. The availability of funds for loans under these programs is dependent on reimbursements to the pool from repayments on outstanding loans. Funds advanced by the federal government of $821,063 and $1,287,107 at June 30, 2021 and 2020, respectively, are ultimately refundable to the government and are classified as liabilities in the statements of financial position. Outstanding loans cancelled under the program result in a reduction of the funds available for loan.

The following amounts were past due under student loan programs at June 30:

2021				
Less Than 240 Days Past Due	240 Days - 2 Years Past Due	2 - 5 Years Past Due	Over 5 Years Past Due	Total Past Due
$ -	$ 73,778	$ 97,431	$ 187,305	$ 358,514

2020				
Less Than 240 Days Past Due	240 Days - 2 Years Past Due	2 - 5 Years Past Due	Over 5 Years Past Due	Total Past Due
$ -	$ 86,179	$ 125,948	$ 174,810	$ 386,937

Allowances for doubtful accounts are established based on prior collection experience and current economic factors which, in management's judgment, could influence the ability of loan recipients to repay the amounts per the loan terms. Institutional loan balances are written off only when they are deemed to be permanently uncollectible. Amounts due under the Perkins Loan Program are guaranteed by the government and, therefore, no reserves are placed on any past-due balances under the program.

7. Investments and Fair Value Measurements

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

Level 1 - Quoted prices in active markets for identical assets or liabilities.

Level 2 - Observable inputs other than Level 1 prices such as quoted prices for similar instruments in active markets, quoted prices for identical or similar instruments in markets that are not active and model-derived valuations whose inputs are observable or whose primary values are observable.

Level 3 - Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities. Level 3 assets and liabilities include financial instruments whose value is determined using pricing models, discounted cash flow methodologies or similar techniques, as well as instruments for which the determination of fair value requires significant management judgment or estimation.

A financial asset's or liability's level within the fair value hierarchy is based on the lowest level of input that is significant to the fair value measurement.

The following valuation techniques were used to measure fair value of assets in the table below on a recurring basis:

Cash and money market funds - Cash and money market funds are valued based on stated values. These funds are valued at Level 1.

U.S. government obligations - U.S. government securities are generally valued at the closing price reported in the active market in which the individual security is traded and are Level 1.

Mutual funds - Mutual funds, including equity, fixed income and international mutual funds, are valued at the closing price of the traded fund at the statements of financial position date. To the extent these mutual funds are actively traded, they are categorized in Level 1 of the fair value hierarchy. The College also has securities invested in Commonfund multi-strategy funds, which are categorized as Level 2 of the fair value hierarchy, as they are valued at the respective NAVs of the underlying investments on a monthly basis.

Commodities - Commodities funds, are traded on a national securities exchange. These funds are stated at the last reported sales price on the day of valuation. To the extent these securities are actively traded, they are categorized in Level 1 of the fair value hierarchy.

Real estate fund - This fund invests in publicly traded securities of real estate companies. These investments are considered Level 1 as the underlying equities are publicly traded. The College also has securities invested in Commonfund multi-strategy funds, which are categorized as Level 2 of the fair value hierarchy, as they are valued at the respective NAVs of the underlying investments on a monthly basis.

Directly held real estate - The College holds real property recorded at cost. This investment is categorized in Level 3 of the fair value hierarchy. This is considered a Level 3 measurement because inputs reflect the College's own assumptions.

Other - These include an absolute return fund, life insurance policies that support donor charitable gift annuities held by the College and other investments held by the College.

Funds held in trust by others - The fair value is estimated using the College's percentage of the underlying assets, which approximates the present value of estimated future cash flows to be received from the trust and are considered Level 3 inputs. This is considered a Level 3 measurement because even through the measurement is based on the underlying fair value of the trust assets as reported by the trustees, the College will never receive those assets or have the ability to direct the trustees to redeem them. There were no transfers or purchases during the year.

Alternative investments - The College has a policy which permits investments that do not have a readily determinable fair value, and as such, has elected to use the NAV per share as calculated on the reporting entity's measurement date as the fair value of the investment. The College measures the fair value of an investment that does not have a readily determinable fair value, based on the NAV of the investment as a practical expedient, without further adjustment, unless it is probable that the investment will be sold at a value significantly different than the NAV. If the practical expedient NAV is not as of the College's measurement date, then the NAV is adjusted to reflect any significant events that would materially affect the value of the security and the NAV as of the valuation date. In using the NAV as practical expedient, certain attributes of the investment, that may impact the fair value of the investment, are not considered in measuring fair value. Attributes of those investments include the investment strategies of the investees and may also include, but are not limited to, restrictions on the investor's ability to redeem its investments at the measurement date of the NAV as well as any unfunded commitments. Investments that are measured at fair value using the NAV per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts presented in the table are intended to permit reconciliation of the fair value hierarchy to the investments, at fair value presented in the statements of financial position.

For assets measured at fair value on a recurring basis, the fair value by level within the fair value hierarchy used are as follows at June 30, 2021:

	Fair Value Investment at June 30, 2021			Fair Value
	Level 1	**Level 2**	**Level 3**	**2021**
Investments:				
Cash and money market funds	$ 7,106,815	$ -	$ -	$ 7,106,815
U.S. government obligations	775,472	-	-	775,472
Fixed-income mutual funds	4,521,145	12,791,063	-	17,312,208
Fixed-income international mutual funds	63,026	-	-	63,026
Equity mutual funds	7,646,569	87,461,561	-	95,108,130
International equity mutual funds	2,328,665	-	-	2,328,665
Commodities funds	7,861,210	-	-	7,861,210
Real estate fund	5,252,019	6,527,702	-	11,779,721
Directly held real estate	-	-	566,469	566,469
Other investments	82,634	1,240,790	-	1,323,424
Funds held in trust by others [(1)]	-	-	12,419,688	12,419,688
Total investments in the fair value hierarchy	35,637,555	108,021,116	12,986,157	156,644,828
Private equity fund investments measured at NAV				13,479,467
Other investments measured at NAV				863,173
Investments measured at NAV				14,342,640
Total investments and funds held in trust by others	35,637,555	108,021,116	12,986,157	170,987,468
Deposits with bond trustee:				
U.S. government obligations	1,372,497	-	-	1,372,497
Total assets	$ 37,010,052	$ 108,021,116	$ 12,986,157	$ 172,359,965

(1) Included in funds held in trust by others (FHITBO) is a 50 percent share of a managed trust fund (equities and REITs), an irrevocable, charitable trust (mutual funds) and a total return trust (mutual funds and partnerships).

For assets measured at fair value on a recurring basis, the fair value by level within the fair value hierarchy used are as follows at June 30, 2020:

	Fair Value Investment at June 30, 2020			Fair Value
	Level 1	**Level 2**	**Level 3**	**2020**
Investments:				
Cash and money market funds	$ 11,045,069	$ -	$ -	$ 11,045,069
U.S. government obligations	618,182	-	-	618,182
Fixed-income mutual funds	4,086,335	14,680,861	-	18,767,196
Fixed-income international mutual funds	108,104	-	-	108,104
Equity mutual funds	6,325,585	76,908,164	-	83,233,749
International equity mutual funds	2,150,416	-	-	2,150,416
Commodities funds	16,189	6,776,211	-	6,792,400
Real estate fund	103,442	5,871,994	-	5,975,436
Directly held real estate	-	-	566,469	566,469
Other investments	66,926	818,162	-	885,088
Funds held in trust by others [1]	-	-	10,945,324	10,945,324
Total investments in the fair value hierarchy	24,520,248	105,055,392	11,511,793	141,087,433
Private equity fund investments measured at NAV				3,393,307
Other investments measured at NAV				806,497
Investments measured at NAV				4,199,804
Total investments and funds held in trust by others	24,520,248	105,055,392	11,511,793	145,287,237
Deposits with bond trustee:				
U.S. government obligations	1,372,338	-	-	1,372,338
Total assets	$ 25,892,586	$ 105,055,392	$ 11,511,793	$ 146,659,575

[1] Included in funds held in trust by others (FHITBO) is a 50 percent share of a managed trust fund (equities and REITs), an irrevocable, charitable trust (mutual funds) and a total return trust (mutual funds and partnerships).

All investments in the alternative investment category are valued at estimated fair value using the NAV per share as a practical expedient. A description of these investments, their liquidity and redemption features are as follows.

The objective of the private equity funds are to realize a long-term total return by investing in a diversified group of pooled investment vehicles. The funds may invest in any of the following strategies: venture, buyout, fund of funds and secondaries.

The special opportunities funds are permitted to make any and all types of investment that may present an attractive investment opportunity at that time.

The private equity distressed debt funds invest directly and indirectly in the securities of entities which are experiencing financial difficulties.

The hedge fund objective is to maximize risk-adjusted returns and achieve low correlation to the equity markets by investing in a diversified group of pooled investment vehicles.

Fair value measurements of investments in certain entities that calculate the NAV per share (or its equivalent) as of June 30, 2021 and 2020 are as follows:

	Fair Value at NAV	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Private equity funds	$ 13,479,467	$ 16,670,510	Illiquid	-
Special opportunities funds	648,737	378,717	Illiquid	-
Private equity distressed debt funds	214,436	379,526	Illiquid	-
Balance at June 30, 2021	$ 14,342,640	$ 17,428,753		
Private equity funds	$ 3,393,307	$ 9,087,598	Illiquid	-
Special opportunities funds	588,951	1,012,935	Illiquid	-
Private equity distressed debt funds	217,546	629,526	Illiquid	-
Balance at June 30, 2020	$ 4,199,804	$ 10,730,059		

Return on the College's cash and investments for the years ended June 30:

	2021	2020
Interest and dividends	$ 1,885,904	$ 2,940,676
Investment fees	(279,112)	(499,441)
Realized gains	3,648,405	18,134,503
Unrealized gains (losses)	32,073,790	(16,573,694)
Total	$ 37,328,987	$ 4,002,044

The total investment return for the College is shown in the statements of activities is as follows for the years ended June 30:

	2021	2020
Operating activities:		
Endowment funds used for operations	$ 11,304,208	$ 10,702,097
Other investment income, net	1,612,643	899,116
Net realized and unrealized gains	(85,177)	40,375
Nonoperating activities:		
Endowment funds provided to operations	(11,487,065)	(9,476,644)
Other investment income, net	177,006	316,666
Net realized and unrealized gains	35,807,372	1,520,434
	$ 37,328,987	$ 4,002,044

8. Land, Buildings and Equipment

The components of land, buildings and equipment are as follows at June 30:

	2021	2020
Nondepreciable assets, primarily land	$ 792,618	$ 792,618
Buildings and improvements	221,331,586	210,243,015
Furniture and equipment	13,706,171	12,822,240
Construction in progress	1,700,957	12,278,613
Total	237,531,332	236,136,486
Less accumulated depreciation	(97,401,966)	(91,811,303)
Land, buildings and equipment, net	$ 140,129,366	$ 144,325,183

Depreciation expense was $5,851,987 and $5,783,135 for the years ended June 30, 2021 and 2020, respectively.

9. Long-Term Debt

Total long-term debt consisted of the following at June 30:

	2021	2020
PHEFA College Revenue Bonds, Series of 2012	$ 12,435,000	$ 13,200,000
PHEFA College Revenue Bonds, Series of 2013	8,990,000	9,565,000
PHEFA College Revenue Bonds, Series of 2015	10,700,000	10,945,000
MCHEHA College Revenue Bonds, Series of 2016	13,100,000	13,100,000
MCHEHA College Revenue Bonds, Series of 2019	11,820,000	11,820,000
Sustainable Energy Fund Loan	1,133,637	1,243,442
Total	58,178,637	59,873,442
Plus unamortized bond premium	1,974,700	2,110,856
Less bond issuance costs	(947,608)	(1,007,700)
Long-term debt, net	$ 59,205,729	$ 60,976,598

The College's principal obligations for all long-term debt are due as follows:

Years ending June 30:	
2022	$ 1,764,279
2023	1,833,935
2024	1,908,780
2025	2,636,643
2026	1,930,000
Thereafter	48,105,000
Total	$ 58,178,637

PHEFA College Revenue Bonds, Series of 2012 (Ursinus College)

In May 2012, the College issued $18,865,000 of revenue bonds as an advanced refunding of a portion of the College's Pennsylvania Higher Educational Facilities Authority (PHEFA) Series 2003 revenue bonds. These serial bonds began repayment on January 1, 2013, with payments ranging from $765,000 to $1,245,000 and the final payment due January 1, 2033. Interest rates of these fixed rate revenue bonds range from 2.00 percent to 5.00 percent during the term of the bonds. In accordance with the bond issue, the College must follow the same financial covenants as stipulated with the College's 2003 Series bonds, which they are in compliance with for the years ended June 30, 2021 and 2020.

PHEFA College Revenue Bonds, Series of 2013 (Ursinus College)

In April 2013, the College issued $12,880,000 of revenue bonds as a current refunding of the remaining portion of the College's PHEFA Series 2003 revenue bonds. These serial bonds began repayment on January 1, 2014, with payments ranging from $575,000 to $940,000 and the final payment due January 1, 2033. Interest rates of these fixed rate revenue bonds range from 3.00 percent to 5.00 percent during the term of the bonds. In accordance with the bond issue, the College must follow the same financial covenants as stipulated with the College's 2003 Series bonds, which they are in compliance with for the years ended June 30, 2021 and 2020.

PHEFA College Revenue Bonds, Series of 2015 (Ursinus College)

In April 2015, the College issued $12,160,000 of revenue bonds as a current refunding of the remaining portion of the College's PHEFA Series 2006 revenue bonds. These serial bonds began repayment on January 1, 2016, with payments ranging from $245,000 to $2,660,000 and the final payment due January 1, 2036. Interest rates of these fixed rate revenue bonds range from 2.00 percent to 4.00 percent during the term of the bonds. In accordance with the bond issue, the College must follow the same financial covenants as stipulated with the College's 2006 Series bonds, which they are in compliance with for the years ended June 30, 2021 and 2020.

MCHEHA Revenue Bonds, Series of 2016 (Ursinus College)

In November 2016, the College issued $23,000,000 of Montgomery County Higher Education and Health Authority (MCHEHA) revenue bonds as a means of financing the construction of two major buildings on campus. In April 2019, the College issued $11,820,000 of MCHEHA revenue bonds as a current refunding of the callable portion of the College's PHEFA Series 2016 revenue bonds, which reduced the principal to $13,100,000. These serial bonds will begin principal repayment on November 1, 2036, with payments ranging from $1,605,000 to $2,165,000 and the final payment due November 1, 2042. Interest rates of these fixed rate revenue bonds range from 5.00 percent to 5.50 percent during the term of the bonds. In accordance with the bond issue, the College must follow the same financial covenants as stipulated with the College's existing PHEFA Series 2015 bonds, which they are in compliance with for the years ended June 30, 2021 and 2020.

MCHEHA Revenue Bonds, Series of 2019 (Ursinus College)

In April 2019, the College issued $11,820,000 MCHEHA revenue bonds as a current refunding of the callable portion of the College's PHEFA Series 2016 revenue bonds. These serial bonds will begin principal repayment on November 1, 2043, with payments ranging from $2,780,000 to $3,135,000 and the final payment due November 1, 2046. The interest rate of these fixed rate revenue bonds is 4.00 percent during the term of the bonds. In accordance with the bond issue, the College must follow the same financial covenants as stipulated with the College's existing PHEFA Series 2015 bonds, which they are in compliance with for the year ended June 30, 2021 and 2020.

Sustainable Energy Fund Loan (Ursinus College)

In March 2018, the College entered into a loan agreement in the amount of $1,296,722 with the Sustainable Energy Fund, a Pennsylvania not-for-profit corporation, to update and retrofit fluorescent and CFL bulbs with LED lamps in various locations on the College's campus. Loan advances are recorded as funds are drawn over the initial five year loan term. Outstanding loan advances accrue interest at 4.00 percent over the initial loan term. All loan advances were taken by June 30, 2020. Monthly interest and principal repayment commenced in January 2020 for a period of 59 months, with an option of a balloon payment or renewal term of installment payments for 60 additional months.

Line of Credit (Ursinus College Working Capital)

In March 2020, the College entered into a working capital line of credit in the amount of $5,000,000 with JP Morgan Chase Bank, which was renewed in March 2021 and matures on March 2022. Outstanding line advances accrue interest at 1.07 percent over the initial one year term. The average daily unused portion of the line accrues interest at 0.30 percent. Under the terms of the Agreement, the College is required to maintain a deposit account in the amount of $1,000,000. There is no outstanding balance, nor has the College drawn on the line, as of June 30, 2021.

Interest

Interest expense in 2021 and 2020 was $2,367,202 and $2,475,367, respectively. Additionally, the College has capitalized interest on borrowings during the construction period of two major capital projects. Capitalized interest is added to the cost of the underlying assets being constructed, and is amortized over the useful lives of the assets. For the years ended June 30, 2021 and 2020, the College capitalized interest costs of $25,592 and $76,536, respectively.

Collateral

The bond agreements contain certain restrictive covenants, which, among other restrictions require the pledge of certain revenues as collateral for repayment and the maintenance of a minimum level of aggregate expendable funds and a maximum level of debt service. In addition, the College is required to maintain deposits with an outside trustee for the purpose of meeting scheduled debt service requirements of the respective outstanding bonds until they become due. All outstanding bond issues are collateralized by a general interest in the College's revenue.

10. Net Assets

Net assets without donor restrictions are available for the following purposes as of June 30:

	2021	2020
Undesignated	$ 13,493,278	$ 2,325,509
Board-designated endowment, net of fees	18,900,765	16,173,435
Property and equipment, less debt	81,950,729	84,720,923
Total net assets without donor restrictions	$ 114,344,772	$ 103,219,867

Net assets with donor restrictions consisted of the following at June 30:

	2021	2020
Time restricted for future periods:		
Pledges	$ 3,328,269	$ 3,328,269
Annuity and life income funds	5,801,032	4,391,194
Purpose restricted:		
Unexpended gifts for instruction, scholarships and capital expenditures	5,580,921	6,766,449
Endowment, accumulated realized and unrealized investment gains unexpended for instruction, scholarships and capital expenditures	37,195,363	19,550,451
Restricted in perpetuity:		
Annuity and life income funds	2,323,627	2,280,367
Student loans	2,652,739	2,029,254
Endowment principal:		
General endowment	40,773,804	39,312,046
Scholarship and prizes	34,058,060	33,756,144
Endowed chairs	17,298,592	16,312,409
Pledges	803,757	660,300
Endowment, accumulated realized and unrealized investment gains	495,040	495,040
Total net assets with donor restrictions	$ 150,311,204	$ 128,881,923

11. Net Assets Released From Restrictions and Endowment Spending Rule

The composition of net assets released from restrictions on the statements of activities were as follows as of June 30:

	2021	2020
Net assets released from restrictions:		
Donor restrictions met	$ 4,500,554	$ 5,034,143
Endowment gains under spending rule (see Note 13)	11,487,065	9,476,644
Total net assets released from restrictions	$ 15,987,619	$ 14,510,787

The total used from endowment is composed of endowment investment interest and dividends, less fees and accumulated gains to the extent necessary to meet the approved spending rate. The composition of the total used is as follows as of June 30:

	2021	2020
Endowment funds (including funds functioning) used for operations:		
Endowment interest and dividends, net of fees	$ (182,857)	$ 1,225,453
Accumulated realized and unrealized investment gains	11,487,065	9,476,644
Total	$ 11,304,208	$ 10,702,097

12. Postretirement Benefit Plans

Emeriti Program

In July 2005, the College revised its postretirement healthcare program for other than existing retirees receiving benefits under the plan. The College joined Emeriti Retirement Health Solution, a consortium of colleges and universities organized to address retiree healthcare needs. The College deposits a set amount for each employee who is 40 years of age or older into a Voluntary Employee Benefits Associations account in the employee's name. Employees will have access to these funds to use for their postretirement healthcare needs. Because the College is prefunding retiree healthcare costs in a defined contribution account, it will have no future obligation for these costs when active employees retire. Current retirees' healthcare benefits will continue to be funded through the plan in place prior to June 30, 2005. Total College contributions to the Emeriti plan were $108,512 and $144,327 for the years ended June 30, 2021 and 2020, respectively.

Postretirement Benefits Other Than Pensions

The cost of postretirement benefits other than pensions included interest costs totaling $6,874 and $13,312 for the years ended June 30, 2021 and 2020, respectively.

The following schedules show the status of the postretirement medical and life insurance benefits plan for existing retirees, the components of the cost of postretirement benefits other than pensions and assumptions at June 30, 2021 and 2020:

Reconciliation of the funded status is as follows:

	2021	2020
Accumulated postretirement benefit obligation (APBO):		
Retirees	$ 379,403	$ 459,931
Active employees fully eligible	-	-
Active employees not yet fully eligible	-	-
Total	379,403	459,931
Fair value of plan assets	-	-
APBO in excess of plan assets	379,403	459,931
Unrecognized net gain	-	-
Total	$ 379,403	$ 459,931

The assumed healthcare cost trend rate for fiscal year 2021 is 5.5 percent, grading down to an ultimate level of 4.0 percent. Increasing the healthcare trend rate by 1 percent each year would increase the accumulated postretirement benefit obligation by $17,094 as of June 30, 2021, and the aggregate of the service cost and interest cost components of net periodic postretirement benefit cost for the year by $381. Decreasing the healthcare trend rate by 1 percent each year would decrease the accumulated postretirement benefit obligation by $15,826 as of June 30, 2021, and the aggregate of the service cost and interest cost components of net periodic postretirement benefit cost for the year by $326.

The discount rate used in determining the accumulated postretirement benefit obligation was 1.6 percent and 2.8 percent at June 30, 2021 and 2020, respectively.

The benefits paid under this plan were $55,042 and $60,199 for the years ended June 30, 2021 and 2020, respectively.

The College's expected future benefit payments for future service are as follows:

Years ending June 30:		
2022	$	50,682
2023		46,675
2024		42,705
2025		38,809
2026		34,986
2027-2031		123,086

Defined Contribution Plan

The College also has a defined contribution retirement plan for eligible faculty, administration and staff employees. The plan is fully funded, and participant interests are fully vested. Employees are required to contribute at least 4 percent of their annual base salary. The College's contributions, based on 7 percent of salaries in 2020 was $1,811,414. The College suspended the 7 percent contribution and the 4 percent employee contribution requirement for fiscal year 2021. The College's contributions of $13,460 in fiscal year 2021 were true-up amounts for calendar year 2020.

13. Endowments

The College's endowment consists of 1,133 individual funds, including annuity funds established for a variety of purposes. The endowment includes both donor-restricted endowment funds and funds designated by the Board of Trustees to function as endowments. Net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The College has interpreted relevant state law as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the College classifies as donor-restricted net assets the original value of gifts donated to the donor-restricted endowment and accumulations to the endowment in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund and including investment return on those amounts.

Pennsylvania law permits the Board of Trustees to make an election to annually appropriate for expenditure a selected percentage between 2 percent and 7 percent of the fair value of the assets related to donor-restricted endowment funds averaged over a period of three or more preceding years, provided the Board has determined that such percentage is consistent with the long-term preservation of the real value of such assets.

On July 23, 2020, Pennsylvania law enabled not-for-profit organizations to spend its endowed funds at a rate no greater than 10 percent per year for fiscal years ended or ending in 2020, 2021 and 2022, based on a three-year rolling average market value of the underlying funds.

Return Objectives and Risk Parameters

The College has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the organization must hold in perpetuity or for a donor-specified period, as well as Board-designated funds. Under this policy, as approved by the Board of Trustees, the endowment assets are invested in a manner that is intended to achieve a long-term total return on the endowment assets that exceeds spending rate of the endowment and inflation, so as to preserve for perpetuity the real, inflation adjusted, purchasing power of the assets. The College expects its endowment funds, over time, to provide an average rate of return of approximately 5 percent annually. Actual returns in any given year may vary from that amount.

Spending Policy

In accordance with state law, net realized and unrealized gains on restricted investments are included as net assets with donor restrictions, even absent donor restrictions on the use of gains. Commonwealth of Pennsylvania law permits the College to adopt a spending policy for endowment earnings, subject to certain limitations. The College follows the total return concept of endowment investment and spending. Under this concept, a prudent amount of appreciation earned on the investments may be spent in the event that the interest and dividends earned are insufficient to meet that period's spending rate. The College's spending rate is annually approved by the Board of Trustees. For the years ended June 30, 2021 and 2020, the rate was 5.75 percent plus an additional spending of approximately $1,500,000, for a total of 7 percent, respectively, of the 20 quarter moving average market value of the pooled endowment.

On September 23, 2020, the Board of Trustees approved an increased spending rate of up to 10 percent for the year ended June 30, 2020, as enabled by Pennsylvania law, to create capital vital to the College's mission. On October 1, 2021, the Board of Trustees approved an increased spending rate of up to 10 percent for the year ended June 30, 2021.

Funds With Deficiencies

From time to time, certain donor-restricted endowment funds may have fair value less than the amount required to be maintained by donors or by law. At June 30, 2021, no donor-restricted funds were reported with deficiencies in net assets with donor restrictions. At June 30, 2020, 91 donor-restricted funds with original gift values of $17,829,518, fair values of $17,217,871 and deficiencies of $611,647 were reported in net assets with donor restrictions. Management has interpreted state law to permit prudent spending from underwater endowments.

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

	2021		
	Board-Designated	**With Donor Restrictions**	**Total**
Endowment net assets, beginning	$ 16,173,435	$ 117,926,936	$ 134,100,371
Investment return, net	3,300,737	31,851,663	35,152,400
Gift of new annuity	-	22,220	22,220
Contributions	166,591	1,507,179	1,673,770
Actuarial loss on annuity liabilities	-	(31,155)	(31,155)
Appropriation of endowment assets for expenditure	(799,377)	(10,504,831)	(11,304,208)
Additional appropriation of endowment assets distributed	(351,021)	(2,200,000)	(2,551,021)
Additional appropriation of endowment assets authorized not yet distributed	410,400	2,589,600	3,000,000
Net assets released from restrictions	-	(639,653)	(639,653)
Other changes	-	(429,139)	(429,139)
Endowment net assets, ending	$ 18,900,765	$ 140,092,820	$ 158,993,585

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

	2020		
	Board-Designated	**With Donor Restrictions**	**Total**
Endowment net assets, beginning	$ 15,911,887	$ 121,971,589	$ 137,883,476
Investment return, net	372,937	2,830,775	3,203,712
Gift of new annuity	-	51,627	51,627
Contributions	847,476	822,324	1,669,800
Actuarial loss on annuity liabilities	-	(124,540)	(124,540)
Operating appropriation of endowment assets for expenditure	(113,327)	(1,112,126)	(1,225,453)
Nonoperating appropriation of endowment assets for expenditure	(1,292,460)	(8,184,184)	(9,476,644)
Additional appropriation of endowment assets authorized not yet distributed	351,021	2,200,000	2,551,021
Net assets released from restrictions	-	(427,214)	(427,214)
Other changes	95,901	(101,315)	(5,414)
Endowment net assets, ending	$ 16,173,435	$ 117,926,936	$ 134,100,371

14. Expenses by Both Nature and Function

The financial statements report certain categories of expenses that are attributable to one or more program or supporting functions. These expenses include depreciation and amortization, interest, employee benefits and facilities operation and maintenance. Depreciation is allocated based on square footage. Operations, maintenance and interest is allocated based on usage of space. Costs of other categories were allocated on estimates of time and effort. Expenses by both nature and function as of June 30 are as follows:

	Program Services					Supporting Services		
	Instruction	Research	Public Service	Student Services	Auxiliary Enterprises	Academic Support	Management and General	2021 Total
Salaries	$ 14,178,917	$ 239,427	$ 136,863	$ 4,936,473	$ 49,540	$ 2,261,615	$ 6,730,431	$ 28,533,266
Employee benefits	2,885,992	15,947	41,272	1,304,775	274,891	522,790	1,582,761	6,628,428
Depreciation and amortization	1,758,425	-	138,458	746,248	2,223,030	334,212	651,615	5,851,988
Interest	1,444,648	-	14,166	479,157	214,238	195,240	19,753	2,367,202
Occupancy, utilities and maintenance	3,895,748	-	-	23,143	-	28,339	100,599	4,047,829
Services, supplies and other	2,575,303	107,765	264,410	1,995,661	6,096,387	1,431,071	5,119,023	17,589,620
	26,739,033	363,139	595,169	9,485,457	8,858,086	4,773,267	14,204,182	65,018,333
Allocation	(5,825,476)	-	242,747	1,115,615	3,671,143	516,808	279,163	-
	$ 20,913,557	$ 363,139	$ 837,916	$ 10,601,072	$ 12,529,229	$ 5,290,075	$ 14,483,345	$ 65,018,333

	Program Services					Supporting Services		
	Instruction	Research	Public Service	Student Services	Auxiliary Enterprises	Academic Support	Management and General	2020 Total
Salaries	$ 13,893,604	$ 204,972	$ 265,909	$ 4,965,403	$ 75,382	$ 2,422,131	$ 7,201,926	$ 29,029,327
Employee benefits	3,552,760	9,945	86,946	1,586,871	429,814	708,684	2,277,409	8,652,429
Depreciation and amortization	1,718,730	-	135,973	730,680	2,189,974	326,092	681,686	5,783,135
Interest	1,484,131	-	18,080	497,759	257,590	194,769	23,038	2,475,367
Occupancy, utilities and maintenance	4,012,118	-	-	24,959	-	917	263,108	4,301,102
Services, supplies and other	2,406,849	5,257	217,898	2,949,261	4,742,567	2,748,251	5,696,212	18,766,295
	27,068,192	220,174	724,806	10,754,933	7,695,327	6,400,844	16,143,379	69,007,655
Allocation	(5,595,321)	-	233,157	1,071,539	3,526,102	496,390	268,133	-
	$ 21,472,871	$ 220,174	$ 957,963	$ 11,826,472	$ 11,221,429	$ 6,897,234	$ 16,411,512	$ 69,007,655

15. Liquidity and Availability of Resources

The College's financial assets available within one year of the statements of financial position date for general expenditure are as follows:

	2021	2020
Cash and cash equivalents without donor restrictions	$ 6,554,103	$ 2,104,827
Accounts receivable	368,986	444,090
Additional appropriation of endowment assets authorized not yet received	3,000,000	2,551,021
Short-term investments	3,607,176	2,397,035
Financial assets available to meet cash needs for general expenditures within one year	$ 13,530,265	$ 7,496,973

The College's endowment funds consist of donor-restricted endowments and a Board-designated endowment. Income from donor-restricted endowments, not restricted for specific purposes, is available for general expenditure. Annually the College can appropriate up to 7 percent of the endowment, based on a 20 quarter rolling average, at the end of the fiscal year. On July 23, 2020, Pennsylvania law enabled not-for-profit organizations to spend its endowed funds at a rate no greater than 10 percent per year for fiscal years ended or ending in 2020, 2021 and 2022, based on a three-year rolling average market value of the underlying funds. The College plans to appropriate $8,102,852 (7 percent) from the endowment within the next 12 months. The Board of Trustees will consider an additional appropriation for 2022, if necessary.

As part of the College's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities and other obligations come due. In the event of an unanticipated liquidity-need, the College could draw upon $5,000,000 from an available line of credit. In addition, the College has a Board-designated endowment of $18,912,119 and $16,077,534 at June 30, 2021 and 2020, respectively. Although the College does not intend to spend from its Board-designated endowment other than amounts appropriated for general expenditure as part of its annual budget approval and appropriation process, amounts from the College's Board-designated endowment could be made available if necessary. However, both the Board-designated endowment and donor-restricted endowments contain investments with lock-up provisions that would reduce the total investments that could be made available.

16. Commitments and Contingencies

The College is party to certain claims and litigation arising in the ordinary course of business. In the opinion of management, the resolution of such claims and litigation will not materially affect the College's financial position.

17. Concentrations of Credit Risk and Title IV Requirements

During the years ended June 30, 2021 and 2020, the College maintained cash balances at high credit quality financial institutions. Accounts at the institutions are insured by the Federal Deposit Insurance Corporation. Depository balances at year-end exceed the insured limits.

Amounts received and expended by the College under various federal and state programs are subject to audit by governmental entities. In the opinion of management, audit adjustments, if any, will not have a significant effect on the financial position of the College.

The College participates in Government Student Financial Assistance Programs (Title IV) administered by ED for the payment of student tuition. Portions of the revenue and collection of accounts receivable as of June 30, 2021 and 2020 are dependent upon the College's continued participation in the Title IV programs.

Institutions participating in Title IV programs are also required by ED to demonstrate financial responsibility. ED determines an institution's financial responsibility through the calculation of a composite score based upon certain financial ratios as defined in regulations. Institutions receiving a composite score of 1.5 or greater are considered fully financially responsible. Institutions receiving a composite score between 1.0 and 1.5 are subject to additional monitoring and institutions receiving a score below 1.0 are required to submit financial guarantees in order to continue participation in the Title IV programs. As of June 30, 2021 and 2020, and for the years then ended, the College's composite score exceeded 1.5.

18. Subsequent Events

In connection with the preparation of the financial statements, the College evaluated subsequent events after the statements of financial position date of June 30, 2021 through November 24, 2021, which is the date the financial statements were issued. The College is not aware of any subsequent events that would require recognition or disclosure in the financial statements.

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APPENDIX C

DEFINITIONS OF CERTAIN TERMS AND SUMMARIES OF INDENTURE AND LOAN AGREEMENT

DEFINITIONS OF CERTAIN TERMS

The following are definitions of certain terms used in the summaries of the Loan Agreement and Indenture set forth below. All capitalized terms used herein and not otherwise defined in this Official Statement, shall have the same meanings as set forth in the Indenture or Loan Agreement.

"**Audited Financial Statements**" means financial statements prepared in accordance with GAAP which have been examined and reported on by an independent certified public accountant.

"**Balloon Debt**" means debt 25% or more of the principal amount of which comes or may come due in any one Fiscal Year by maturity, mandatory sinking fund redemption or optional or mandatory tender by the holder thereof.

"**Bond Counsel**" means an attorney-at-law or a firm of attorneys of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on bonds issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

"**Bond Documents**" means the Loan Agreement, the Indenture, the Bonds and all other documents executed by the College or the Authority in connection therewith, including solely as to the College, but not limited to any Continuing Disclosure Agreement entered into by the College.

"**Bondholder**" or **"Holder"** or **"Registered Owner"** or **"Owner"** of Bonds means the registered owner of any Bond.

"Capital Campaign Funds" means gifts, grants, bequests, donations and contributions received by the College as part of the construction or renovation of particular College Facilities the use of which is restricted by the donor for the purpose of paying the costs of such construction or renovation.

"**Certificate**" means a certificate or report, in form and substance reasonably satisfactory to the Authority and the Trustee, executed: (a) in the case of an Authority Certificate, by an Authority Representative; (b) in the case of a College Certificate, by a College Representative; and (c) in the case of a Certificate of any other Person, by such Person, if an individual, and otherwise by an officer, partner or other authorized representative of such Person; provided that in no event shall any individual be permitted to execute any Certificate in more than one capacity.

"**College Facilities**" shall mean the buildings, structures, real estate and any appurtenant facilities, equipment and fixtures currently owned or hereafter acquired by the College, used by the College in connection with its functioning as an institution of higher learning.

"**Consultant**" shall mean a Person, who shall be Independent, appointed by the College or the Authority, as the case may be, generally recognized as qualified to pass upon the matters under consideration and having a favorable reputation for skill and experience in such matters.

"**Core Campus**" shall mean the College's main campus located in Collegeville, Pennsylvania and all buildings, facilities and personal property of the College now or hereafter located thereon.

"**Debt Service Requirement,**" with reference to a specified period, shall mean:

(a) interest payable on Long-Term Indebtedness during the period, excluding: (i) interest funded from the proceeds thereof; and (ii) interest on Long-Term Indebtedness to be redeemed during such period through any sinking fund account which would otherwise accrue after the redemption date;

(b) amounts required to be paid into any mandatory sinking fund account for Long-Term Indebtedness during the period;

(c) amounts required to pay the principal of Long-Term Indebtedness maturing during the period and not to be redeemed prior to maturity through any mandatory sinking fund account; and

(d) in the case of Long-Term Indebtedness in the form of a lease capitalized under GAAP, the lease rentals payable during the period;

provided, however, that: (i) "Debt Service Requirements" shall not include payments of principal of and interest on obligations to the extent that such obligations are paid or to be paid with moneys not constituting revenues for the purposes of determining "Net Revenues"; (ii) in the case of interest which carries a variable rate, interest shall be calculated, in any projection of Debt Service Requirements, at the rate which was or would have been in effect on the last day of the calendar month preceding the date of such calculation; (iii) interest payable shall be reduced by the amount of any interest subsidy which a federal, state or local government is irrevocably committed to pay for the period in question; and (iv) in the case of Balloon Debt, in any projection of Debt Service Requirements such debt shall be assumed to amortize on a level debt service basis over a period of 20 years or the actual remaining term to maturity, whichever is less, unless a binding commitment to refinance such debt upon maturity has been provided by a financial institution rated at least "A2" from Moody's or "A" from S&P, in which case such debt will be assumed to mature in accordance with the terms of such binding commitment.

"**Existing Bonds**" means the revenue bonds so defined in this Official Statement under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Existing Bonds."

"**GAAP**" means generally accepted accounting principles, as defined more specifically in the Loan Agreement.

"**Government Obligations**" means (i) U.S. Treasury certificates, notes and bonds (including State and Local Government Series (SLGS)), (ii) direct obligations of the U.S. Treasury which have been stripped by the U.S. Treasury, and (iii) obligations issued by the following agencies which are backed by the full faith and credit of the United States of America: U.S. Export-Import Bank (direct obligations or fully guaranteed certificates of beneficial ownership), Farmers Home Administration, Federal Financing Bank, General Services Administration (participation certificates), U.S. Maritime Administration (guaranteed Title XI financing), and U.S. Department of Housing and Urban Development (project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds).

"**Intercreditor Agreement**" means the Intercreditor Agreement dated as of November 1, 2016, as supplemented by Supplement No. 1 dated as of April 1, 2019, Supplement No. 2 dated as of March 23, 2020 and as further supplemented by Supplement No. 3 dated as of April 1, 2022, each among The Bank of New York Mellon Trust Company, N.A., as Trustee and as trustee for the Existing Bonds, and the College, as the same may be further amended or supplemented from time to time, or any other intercreditor agreement entered into with respect to the Bonds and any Parity Indebtedness.

"**Loan Payments**" means the payments to be made by the College and received or receivable by the Authority from the College with respect to the Bonds pursuant to the Loan Agreement (except for certain rights of the Authority with respect to payment of fees and indemnification).

"**Long-Term Indebtedness**" shall mean all obligations for the payment of money (including, without limitation, all Bonds), incurred, assumed or guaranteed by the College, whether due and payable in all events, or upon the performance of work, the possession of property as lessee or the rendering of services by others, except:

(a) Short-Term Indebtedness;

(b) current obligations payable out of current revenues, including current payments for the funding of pension plans;

(c) obligations under contracts for supplies, services, and pensions, allocable to current operating expenses of future years in which the supplies are to be furnished, the services rendered, or the pensions paid;

(d) rentals payable in future years under leases not required to be capitalized under GAAP;

(e) Non-Recourse Indebtedness or any other obligation secured solely by and paid solely from sources other than Pledged College Revenues; and

(f) Student Loan Guarantees.

"**Maximum Annual Debt Service Requirement**" shall mean, with respect to any Long-Term Indebtedness, the maximum Debt Service Requirement for any one Fiscal Year during the remaining life of such Long-Term Indebtedness.

"**Moody's**" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated in writing by the College.

"Net Revenues" shall mean, for any period, Unrestricted Gross Revenues together with interest earned on Trustee-held funds available for the payment of debt service after deduction of: (i) reasonable allowances for bad debts otherwise includable therein; (ii) Operating Expenses incurred by the College during such period and exclusion of the effect of any recognized changes in the market value of unrestricted investments, as determined in accordance with GAAP.

"Non-Amortizing Debt" means Long-Term Indebtedness all of the principal of which matures in the final year and which does not have the benefit of a mandatory sinking fund.

"Non-Amortizing Principal" means the principal of Non-Amortizing Debt and, with respect to Partially Amortizing Debt, shall mean that portion of such principal or sinking fund payments exceeding that of the immediately preceding year by 25% or more in amount, exclusive of principal projected to be paid from funds held in a debt service reserve fund.

"Non-Recourse Indebtedness" means debt which is (i) incurred to finance additional capital projects; and (ii) is not a general obligation of the College and is secured solely by a lien on and security interest in the property financed by such debt and/or the revenues therefrom.

"Operating Expenses" means shall mean all expenses incurred in the operation and maintenance of the College under GAAP; provided, however, that Operating Expenses shall not include depreciation, principal of and interest on the Bonds and other Long-Term Indebtedness, amortization of financing charges on the Bonds and other Long-Term Indebtedness, or liabilities paid with moneys not constituting revenues for the purpose of determining "Net Revenues."

"**Outstanding**" in connection with the Bonds, means, as of the time in question, all Bonds authenticated and delivered under the Indenture, except: (i) bonds cancelled upon surrender, exchange or transfer, or cancelled because of payment or redemption at or prior to that time; (ii) bonds paid pursuant to the Indenture; (iii) bonds, or the portion thereof, which are deemed to have been paid and discharged or caused to have been paid and discharged pursuant to the provisions of the Indenture; and (iv) bonds in substitution for which other Bonds have been authenticated under the Indenture. In determining whether the Owners of a requisite aggregate principal amount of Bonds Outstanding have concurred in any request, demand, authorization, direction, notice, consent or waiver under the provisions hereof, only Bonds which a Responsible Officer of the Trustee actually knows are held by or on behalf of the College shall be disregarded for the purpose of any such determination, unless all of the Bonds are so held, in which case all of the Bonds shall be deemed Outstanding.

"**Parity Indebtedness**" means the existing indebtedness as of the date of issuance of the Bonds that is described under the heading "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Existing Bonds" and subject to the Intercreditor Agreement, and any additional indebtedness secured on a parity with the Bonds in accordance with the Loan Agreement.

"Partially Amortizing Debt" means Long-Term Indebtedness which in any one year requires principal or sinking fund payments which exceed such payments in the immediately preceding year by at least 25% (excluding principal to be paid from funds held in a debt service reserve fund and excepting from such calculation the first year in which such payments are required).

"**Permitted Encumbrances**" shall mean, with respect to the Pledged College Revenues and the College Facilities as of any particular time, (i) liens arising by reason of good faith deposits by the College in connection with leases of real estate, bids or contracts (other than contracts for the payment of money), deposits by the College to secure public or statutory obligations, or to secure, or in lieu of, surety, stay or appeal bonds, and deposits as security for the payment of taxes or assessments or other similar charges; (ii) liens arising by reason of deposits with, or the giving of any form of security to, any governmental agency or any body created or approved by law or governmental regulation for any purpose as required by law or regulation (A) as a condition to the transaction of any business or the exercise of any privilege or license, or (B) to enable the College to maintain self-insurance or to participate in any funds established to cover any insurance risks or in connection with worker's compensation, unemployment insurance, or pension or profit sharing plans or other social security plans or programs, or to share in the privileges or benefits required for companies participating in such arrangements; (iii) any judgment lien against the College, so long as the finality of such judgment is being contested and execution thereon is stayed and (A) provision for payment of the judgment has been made in accordance with applicable law or by the deposit of cash or investments with a commercial bank or trust company or (B) adequate insurance coverage is available to satisfy such judgment; (iv) such defects, irregularities, encumbrances, utility easements, access and other easements and rights of way, restrictions, exceptions and clouds on title which do not have a material and adverse effect on the interests of the Holders of Bonds and do not materially interfere with or impair the operations of the College; (v) any mechanic's, laborer's, materialman's, supplier's or vendor's lien or right in respect thereof if payment is not yet due under the contract in question or if such lien is being contested in good faith; (vi) such minor defects and irregularities of title as normally exist with respect to facilities similar in character to the College Facilities and which do not have a material and adverse effect on the value of, or materially impair, the College Facilities affected thereby for the purpose for which they were acquired or are held by the College; (vii) zoning laws and similar restrictions which are not violated by the College Facilities affected thereby; (viii) all right, title and interest of the Commonwealth, municipalities and the public in and to tunnels, bridges and passageways over, under or upon a public way; (ix) liens on property received by the College through gifts, grants or bequests, such liens being due to restrictions on such gifts, grants or bequests or property or income thereon; (x) liens for taxes, special assessments, or other governmental charges not then delinquent or being contested in good faith; (xi) liens and encumbrances on real estate and tangible property not constituting part of the Core Campus; (xii) liens and encumbrances permitted as described herein under the heading "THE LOAN AGREEMENT – Security for Indebtedness;" (xiii) liens on goods and equipment as normally exist with respect to facilities similar in character to the College Facilities; and (xiv) liens and encumbrances securing indebtedness existing on the date of issuance of the Bonds and identified on an Exhibit attached to the Loan Agreement.

"**Permitted Investments**" means any of the following investments, if and to the extent the same are at the time legal for investment of the funds held under the Indenture:

(i) Government Obligations.

(ii) Obligations issued or guaranteed by any of the following agencies (stripped securities are only permitted if they have been stripped by the agency itself): Federal Home Loan Bank System, Federal Home Loan Mortgage Corporation (participation certificates or senior debt obligations), Federal National Mortgage Association (mortgage-backed securities and senior debt obligations), Student Loan Marketing Association (senior debt obligations), Resolution Funding Corp., and Farm Credit System (consolidated system-wide bonds and notes).

(iii) Certificates of deposit issued by commercial banks, savings and loan associations or mutual savings banks which certificates of deposit are secured at all times by collateral consisting of Government Obligations, including those of the Trustee or any of its affiliates. Such collateral must be held by a third party and the Trustee must have a perfected first security interest in the collateral.

(iv) Demand deposits, including interest bearing money market accounts, time deposits, trust funds, trust accounts, overnight bank deposits, interest-bearing deposits, other deposit products, certificates of deposit, including those placed by a third party pursuant to an agreement between the Trustee and the College, or bankers acceptances of depository institutions, including the Trustee or any of its affiliates.

(v) Federal funds or bankers acceptances with a maximum term of one year of any bank (including the Trustee or any of its affiliates) which has an unsecured, uninsured and unguaranteed obligation rating at the time of purchase of "P-1" or "A3" or better by Moody's and "A-1" or "A" or better by S&P.

(vi) Obligations of a state, a territory, or a possession of the United States, or any political subdivision of any of the foregoing or of the District of Columbia as described in Section 103(a) of the Code if such obligations are rated at the time of purchase by Moody's and S&P in one of the two highest rating categories assigned by such rating agencies.

(vii) Commercial paper rated, at the time of purchase, not less than P-1 by Moody's and A-1 by S&P.

(viii) Any money market mutual fund registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating at the time of investment by S&P of AAAm-G, AAA-m, or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2, or analogous ratings if such ratings are no longer being used by

S&P or Moody's, including, without limitation, any mutual fund for which the Trustee or an affiliate of the Trustee serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (1) the Trustee or an affiliate of the Trustee receives and retains fees from such funds for services rendered to such funds, (2) the Trustee charges and collects fees for services rendered pursuant to the Indenture, which fees are separate from the fees received from such funds, and (3) services performed for such funds and pursuant to the Indenture may at times duplicate those provided to such funds by the Trustee or its affiliates.

(ix) Investment agreements with, or which are guaranteed by, an entity which is rated, at the time such agreement is entered into, in one of the three highest rating categories by Moody's or S&P.

(x) Repurchase agreements with an entity whose rating or whose guarantor's rating is, at the time the agreement is entered into, is at lease BBB-by S&P or Baa3 by Moody's and which is secured by obligations described in (i), (ii) and (vi) above.

"**Person**" means an individual, a corporation, a partnership, an association, a joint stock company, a joint venture, a trust, an unincorporated organization, a governmental unit or an agency, a political subdivision or instrumentality thereof, or any other group or organization of individuals.

"**Pledged College Revenues**" shall mean the following property: all Unrestricted Gross Revenues of the College, provided that such pledge may hereafter be subordinated with respect to future pledges of revenues from specific facilities comprising a portion of the College Facilities made to others on or after the date of this Agreement solely to secure: (i) obligations which bear interest at lower than prevailing market interest rates by reason of governmental subsidies and grants and only if such rates, subsidies or grants would not be available without such a specific future pledge; or (ii) obligations issued to finance construction or acquisition of such facilities, provided that prior to granting such pledge the College shall have delivered to the Authority and the Trustee a Consultant's Certificate in form and substance acceptable to the Authority stating that for the first two full Fiscal Years following the completion of such construction or acquisition to be financed with the proceeds of the obligation which such pledge is intended to secure, the Pledged College Revenues as projected for such Fiscal Years taking into account the facilities proposed to be constructed or acquired with obligations secured by such pledge, will not be less than 95% of the Pledged College Revenues as projected for such Fiscal Years upon the assumption that such facilities are not acquired or constructed.

"**Project Costs**" means costs of the Project permitted under the Act, including, but not limited to, the following:

(a) Costs incurred in acquisition, construction, renovation, installation, equipment or improvement of the Project Facilities and the other portions of the Project, including costs incurred for preliminary planning and studies; architectural, engineering, accounting, consulting, legal and other professional fees and expenses; labor, services and materials;

(b) Fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the Bonds, including without limitation bond discount, printing expense, title insurance, recording fees and the initial fees and expenses of the Trustee and the Authority;

(c) Payment of interest on the Bonds and fees and expenses of the Trustee accruing during the period when the Project Facilities are under construction;

(d) Any other costs, expenses, fees and charges properly chargeable to the cost of acquisition, construction, installation, equipment or improvement of the Project; and

(e) Costs and expenses involved in repaying any Person that provided interim financing to the College in order to pay any of the costs described in clauses (a) through (d) above in connection with the Project.

"**Project Facilities**" means the facilities financed or refinanced with proceeds of the Bonds.

"**Property**" means any and all rights, titles and interests in and to any and all property, whether real or personal, tangible or intangible and wherever situated.

"**Ratings Service**" means Moody's, if Moody's has issued a rating of the Bonds, and S&P, if S&P has issued a rating of the Bonds.

"**Short-Term Indebtedness**" shall mean all obligations of the College for the repayment of borrowed money having a final maturity of less than one year from the date incurred, excluding the current portion of any Long-Term Indebtedness.

"S&P" means S&P Global Ratings, a Standard & Poor's Financial Services LLC business, its successors and assigns, and, if such rating agency shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "S&P" shall be deemed to refer to any other nationally recognized securities rating agency designated by the College.

"**Student Loan Guarantees**" shall mean any guarantees by the College of the primary obligations of students enrolled at the College to repay loans made to them, or any guarantee by the College of obligations incurred by other parties to finance loans to or for the benefit of such students.

"**Trust Estate**" means the Loan Agreement, the Loan Payments, the Funds and Accounts created under the Indenture, Revenues (as defined in the Indenture, and which include certain investment income), and the other right, title and interest assigned, transferred and pledged or intended so to be to the Trustee under the Indenture.

"Unrestricted Assets" shall mean all assets of the College not restricted as to use and available to pay debt service on College indebtedness. References to the amount or value of Unrestricted Assets shall mean, with respect to marketable securities, the fair market value thereof and, with respect to property, plant and equipment, the cost thereof (adjusted for depreciation or amortization) unless the College shall deliver to the Trustee a current appraisal of fair market value of such property, plant or equipment prepared by an independent appraiser who is a Member of the Appraisal Institute Appraiser, in which case such property, plant or equipment shall be valued at the appraised fair market value.

"Unrestricted Gross Revenues" shall mean all unrestricted receipts, revenues, income, gains and all other moneys received by the College from any source, including without limitation, tuition and fee revenues, other operating and non-operating revenues required to be recorded as revenue under GAAP, exclusive of realized and unrealized gains and losses on investments and exclusive of gifts, grants, bequests, donations and contributions which are designated at the time of making by the donor as being for specific purposes inconsistent with payment of indebtedness of the College, Capital Campaign Funds and any unrestricted revenues pledged to secure Non-Recourse Indebtedness.

THE LOAN AGREEMENT

The following description of certain provisions of the Loan Agreement is only a brief outline of some of the provisions thereof and does not purport to summarize or describe all of the provisions thereof. Reference is made to the Loan Agreement, a copy of which is on file at the corporate trust office of the Trustee in Philadelphia, Pennsylvania, for a complete statement of these provisions and other provisions which are not summarized in this Official Statement.

General

The Loan Agreement provides for the financing by the Authority of the Project and a loan of the proceeds of the Bonds from the Authority to the College. Under the Loan Agreement, the Authority, at the request of the College, will obtain funds necessary to finance the Project through the issuance and sale of the Bonds and concurrently therewith, the proceeds shall be applied to the costs of the Project. The College agrees to repay the loan in installments corresponding to the principal or redemption price of and interest on the Bonds.

Loan Payments

To provide funds to pay the principal or redemption price of, and interest on, the Bonds as and when due, the College will make Loan Payments to the Trustee corresponding, as to amounts, to the principal or redemption price of and interest on the Bonds, such payments to be made at least ten calendar days before the corresponding dates for payments on the Bonds. The College will also pay the administrative fees and expenses of the Authority and the Trustee as provided in the Loan Agreement. The College shall also be entitled to credits against the loan payments as and to the extent provided in the Indenture.

Pledged College Revenues

As security for the College's obligation to make payments required under the Loan Agreement and to make all other payments due and perform all other obligations under the Loan Agreement, the College pledges, assigns and grants to the Trustee, as assignee of the Authority, a lien on and a security interest in its Pledged College Revenues, on a parity with the liens and security interests previously granted to secure certain Parity Indebtedness. (See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Existing Bonds.") The existence of such pledge and security interest will not prevent the expenditure, deposit or commingling of the Pledged College Revenues by the College so long as all required payments under the Loan Agreement are made when due. Subject to the terms of the Intercreditor Agreement, if any required payment is not made when due or an Event of Default shall have occurred under the Loan Agreement, any Pledged College Revenues subject to such security interest which are then on hand and not yet commingled with other funds of the College, and any such Pledged College Revenues thereafter received, shall not be commingled or deposited but shall immediately be paid over to the Trustee to be applied in accordance with the Intercreditor Agreement.

Maintenance of Existence

The College shall do all things necessary to preserve and keep in full force and effect its existence as a not-for-profit corporation under the laws of the Commonwealth and shall not (i) dissolve or otherwise sell, transfer or dispose of all, or substantially all, of its assets or (ii) consolidate with or merge into any other entity; provided that, subject to certain provisions of the Loan Agreement relating to the tax-exempt status of the College and the 2022A Bonds, the preceding restrictions shall not apply to a transaction to which the Authority consents in writing if the transferee or the surviving or resulting entity, if other than the College, by written instrument satisfactory to the Authority and the Trustee, irrevocably and unconditionally assumes and agrees to perform and observe the agreements and obligations of the College under the Loan Agreement and the provisions of the Loan Agreement described below under the heading "Assignment" are satisfied.

The College covenants that it will maintain the necessary accreditation to enable it to maintain its authority to operate as an institution of higher education in the Commonwealth within the meaning of the Act.

Compliance with Laws; Commencement and Continuation of Operations at Project Facilities; No Sale, Removal or Demolition of Project Facilities

The College will operate and maintain the Project Facilities in such manner as to comply with the Act and all applicable requirements of federal, state and local laws and the regulations, rules and orders of any federal, state or local agency, board, commission or court having jurisdiction over the Project Facilities or the operation thereof, including without limitation applicable zoning, planning, building and environmental laws, regulations, rules and orders; provided that the College shall be deemed in compliance with this covenant so long as it is contesting in good faith any such requirement by appropriate legal proceedings. The College will not sell, assign or otherwise dispose of (whether in one transaction or in a series of transactions) its interest in the Project Facilities or any material portion thereof (other than as described above under the heading "Maintenance of Existence" and other than leases permitted as described below under the heading "Lease by College") or undertake or permit the demolition or removal of the Project Facilities or any material portion thereof without the prior written consent of the Authority; provided that the College shall be permitted to sell, transfer, assign or otherwise dispose of or remove any portion of the Project Facilities which is retired or replaced in the ordinary course of business.

Lease by College

The College may, subject to certain provisions of the Loan Agreement, including provisions relating to the tax-exempt status of the College and the 2022A Bonds, lease the Project Facilities, in whole or in part, to one or more other Persons, provided that: (a) no such lease shall relieve the College from its obligations under the Loan Agreement; (b) in connection with any such lease the College shall retain such rights and interests as will permit it to comply with its obligations under the Loan Agreement; (c) no such lease shall impair materially the accomplishment of the purposes of the Act to be accomplished by operation of the Project Facilities as herein provided; (d) any such lease shall require the lessee to operate the Project Facilities as a "project" under the Act as long as the Bonds are outstanding; (e) in the case of a lease to a new lessee or an assignment of an existing lease to a new lessee of substantially all of the Project Facilities, such new lessee shall have been approved by the Authority (such approval not to be unreasonably withheld); and (f) the lessees under any such leases, including any leases in force on the date of issuance of the Bonds, shall be subject to certain terms and conditions of the Loan Agreement relating to the tax-exempt status of the College and the Bonds.

Financial Statements

The College shall cause its Annual Financial Statements for each Fiscal Year to be examined by an independent Certified Public Accountant. A copy of such financial statements and the independent Certified Public Accountant's report thereon shall be provided to the Authority and the Trustee within 60 days after release of such audited financial statements by the College's Board of Trustees. The Trustee shall have no duty to examine or review such financial statements, shall not be considered to have notice of the contents of such statements or of a default or Event of Default under the Loan Agreement or under any other document based on such content and shall have no duty to verify the accuracy of such statements.

Taxes, Other Governmental Charges and Utility Charges

The College shall pay, or cause to be paid before the same become delinquent, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Project Facilities, including any equipment or related property installed or bought by the College therein or thereon, and all utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Project Facilities. With respect to special assessments or other governmental charges that lawfully may be paid in installments over a period of years, the College shall be obligated to pay only such installments as are required to be paid during the term of the Loan Agreement. The College may, at its expense, in good faith contest any such taxes, assessments and other charges and, in the event of any such contest, may permit the taxes, assessments or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom, unless the Authority or the Trustee shall notify the College that, in the opinion of counsel selected by the Authority or the Trustee, by nonpayment of any such items the Project Facilities or any part thereof will be subject to loss or forfeiture, in which event such taxes, assessments or charges shall be paid promptly. The College shall also comply at its own cost and expense with all notices received from public authorities with respect to the Project.

Insurance

The College covenants and agrees that it will continuously maintain insurance on its properties and against such risks (including casualty, accident and worker's compensation) including coverage from a captive insurance company or a consortium, in such amounts and with such deductibles, as are consistent with customary coverage, as from time to time in effect, in connection with the operation of properties of type and size comparable to properties as maintained by entities similar to the College; provided, that property and casualty coverage shall at all times be maintained in an amount at least equal to the outstanding principal amount of the Bonds.

The College may self-insure solely for professional liability, employee health insurance, workers compensation insurance, unemployment insurance, commercial general liability insurance, automobile insurance, student health and accident insurance, directors and officers insurance, travel insurance, broadcasters liability insurance, publishers liability insurance, and excess liability insurance, so long as the College's self-insurance plan provides (except in the case of unemployment insurance) for (i) the establishment by the College of a separate segregated self-insurance fund funded in an amount confirmed as to sufficiency through the annual auditing process by an independent auditor or an insurance consultant or nationally recognized independent actuarial consultant employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program. If the College elects to self-insure for professional liability, the College shall within 150 days after the end of each Fiscal Year cause an independent insurance consultant or nationally recognized independent actuarial consultant to submit a report to the Trustee and the Authority to the effect that such self-insurance plan maintains adequate reserves and has been adequately funded. For purposes of this provision, "independent insurance consultant" means a firm of insurance agents, brokers or consultants with experience and expertise in assessing the property and casualty and liability risks of the College.

Damage to or Condemnation of Project Facilities

In the event of damage, destruction or condemnation of part or all of the Project Facilities, the College will either: (i) restore the Project Facilities or (ii) if permitted by the terms of the Bonds, direct the Authority to call the Bonds for optional redemption pursuant to the Indenture. Damage to, destruction of or condemnation of all or a portion of the Project Facilities shall not terminate the Loan Agreement or cause any abatement of or reduction in the payments to be made by the College under the Loan Agreement.

Rate Covenant

The College covenants that it will fix, charge and collect tuition, charges and fees from all full-time and part-time students, and other rates, fees and charges for its services and, where appropriate, for the use of the College Facilities, which will provide Net Revenues, together with other funds available therefor (including capitalized interest held by the Trustee under the Indenture), in each Fiscal Year during the term of the Loan Agreement in an amount at least equal to 110% of the Debt Service Requirements on all Long-Term Indebtedness for such Fiscal Year.

If, in any two consecutive Fiscal Years, the College fails to meet the foregoing covenant, it shall promptly request a Consultant to make a report and recommendation with respect to such rates, fees and charges. The College further covenants that upon receipt of such report and recommendation from the Consultant, the College shall cause copies thereof to be filed with the Trustee and the Authority, and the College shall take appropriate steps to implement the recommendations of the Consultant. No Event of Default shall be deemed to have occurred due to the failure of the College to comply with the rate covenant so long as there is no payment default by the College under the Loan Agreement.

Incurrence of Additional Indebtedness

The College covenants that it shall not incur or assume (the terms "incur" and "assume", mean and include the guaranteeing of or the direct or indirect assumption of liability for the debts of others) any indebtedness for money borrowed other than the Long-Term Indebtedness, Short-Term Indebtedness and Non-Recourse Indebtedness hereinafter permitted and Student Loan Guarantees. The College may incur Long-Term Indebtedness, Short-Term Indebtedness and Non-Recourse Indebtedness as follows:

(a) If no Event of Default under this Agreement shall have occurred and be continuing, the College may incur or assume Long-Term Indebtedness for any lawful purpose upon delivery to the Authority and the Trustee of a Certified Resolution of the College authorizing such Long-Term Indebtedness together with a College Certificate stating: (i) that for the Fiscal Year preceding the date of incurrence or assumption the College was in compliance with the rate covenant described above under "Rate Covenant"; and (ii) in the case of Non-Amortizing Debt or Partially Amortizing Debt, that the Non-Amortizing Principal projected to be Outstanding as of the date of incurring or assuming of such Long-Term Indebtedness, will not exceed an amount equal to 100% of the value of Unrestricted Assets of the College for the Fiscal Year preceding the date of incurrence or assumption thereof;

(b) The College may from time to time incur or assume Long-Term Indebtedness for the purpose of refunding other Long-Term Indebtedness without complying with the debt incurring tests described in paragraph (a) above;

(c) The College may from time to time incur or assume Non-Recourse Indebtedness in any amount;

(d) The College may, from time to time, incur or assume Short-Term Indebtedness in an amount which, at any time Outstanding, shall not exceed 30% of Unrestricted Gross Revenues of the College for the immediately preceding Fiscal Year; and

(e) The College may guarantee the payment of another Person's debt, subject to the following: (i) if the "Net Revenues Available for Debt Service" (hereinafter defined) of the Person whose debt is the subject of the College's guaranty is at least 150% of the annual debt service on such Person's debt with a stated term greater than one year or with a term that may be extended beyond one year at the option of the Person obligated to repay the debt (the "Obligor Debt") for its most recently completed fiscal year, then 25% of the debt service guaranteed by the College shall be included in the calculation of the College's Debt Service Requirements; (ii) if such Net Revenues Available for Debt Service of the Person whose debt is the subject of the College's guaranty is at least equal to 125% but less than 150% of the annual debt service on such Person's Obligor Debt for its most recently completed fiscal year, then 50% of the debt service guaranteed by the College shall be included in the calculation of the College's Debt Service Requirements; (iii) if such Net Revenues Available for Debt Service of the Person whose debt is subject of the College's guaranty is at least equal to 110% but less than 125% of the annual debt service on such Person's Obligor Debt for its most recently completed fiscal year, then 75% of the debt service guaranteed by the College shall be included in the calculation of the College's Debt Service Requirements; or (iv) if such Net Revenues Available for Debt Service of the Person whose debt is subject of the College's guaranty is below 110% of the annual debt service on such Person's Obligor Debt for its most recently completed fiscal year, then 100% of the debt service guaranteed by the College shall be included in the calculation of the Debt Service Requirements. For purposes of this paragraph, the term "Net Revenues Available for Debt Service" shall mean such Person's unrestricted revenues minus unrestricted expenses, exclusive of unrealized and realized gains and losses on investments, plus depreciation and interest on outstanding Obligor Debt.

Security for Indebtedness

Any Long-Term Indebtedness or Short-Term Indebtedness hereafter incurred or assumed as described above under the caption "Incurrence of Additional Indebtedness" may be secured only as follows:

(i) In the case of Parity Indebtedness: (a) by a lien on and security interest in the Pledged College Revenues ranking on a parity with the lien and security interest granted under the Loan Agreement as confirmed by the execution and delivery by the holder of such debt or a trustee acting on behalf of such holder of a joinder or other agreement by which such holder or trustee shall be bound by the terms of the Intercreditor Agreement; or (b) by a lien or mortgage on and/or security interest in Project Facilities, provided that, if the College grants a mortgage on or security interest in any part of the Project Facilities, the College shall grant to the Trustee a mortgage of equal priority on and/or security interest in the same property to secure the College's obligations under the Loan Agreement.

(ii) In the case of Non-Recourse Indebtedness, solely by a lien on and/or security interest in the property financed with such debt and/or the revenues therefrom.

(iii) In the case of Student Loan Guarantees, solely by a lien or pledge upon Pledged College Revenues subordinate and junior to the pledge of Pledged College Revenues under the Loan Agreement.

(iv) In the case of other Long-Term Indebtedness:

(A) by a lien, on and security interest in any property or interest in tangible property, real, personal, or mixed, other than the College's Core Campus or the Pledged College Revenues; or

(B) by a purchase money security interest in any real property, fixtures, machinery and equipment made part of the College Facilities and revenues therefrom; or

(C) by a lien on and security interest in the Pledged College Revenues subordinate to the lien and security interest granted under the Loan Agreement; provided, however, that no such permitted indebtedness shall be secured by the moneys and investments held by the Trustee in any Funds created under the Indenture.

(v) Any Short-Term Indebtedness incurred pursuant to the Loan Agreement may be secured solely:

(A) by a purchase money security interest in personal property acquired with the proceeds thereof; or

(B) by a lien on or mortgage against any real or personal property not constituting College Facilities; or

(C) by a lien on and security interest in the Pledged College Revenues ranking on a parity with or subordinate to that granted under the Loan Agreement; provided, however, that (i) no such permitted indebtedness shall be secured by the moneys and investments in any Funds held by the Trustee under the Indenture; and (ii) if such lien and security interest shall rank on a parity with that granted under the Loan Agreement, the holder or a trustee acting on behalf of such holder shall have confirmed such parity lien and security interest by the execution and delivery of a joinder or other agreement by which such holder or trustee shall be bound by the terms of the Intercreditor Agreement.

No Liens or Encumbrances

The College covenants and agrees that it will not grant any liens on the Pledged College Revenues or the College Facilities (whether real or personal, and whether owned as of the date of the Loan Agreement or acquired thereafter) except for Permitted Encumbrances.

Disposition of Assets

The College covenants and agrees that it will not sell, transfer or otherwise dispose of any Property (other than transfers of current assets or investments in payment for property, goods or services, or as an investment of funds) except as follows:

(i) The College may transfer Property constituting a portion of the College Facilities having a net book value of not more than 5% of the College's total unrestricted net assets shown on its most recent audited financial statements, provided that the Trustee and the Authority receive a College Certificate which states the College's intended use of the proceeds of such transfer and that such transfer will not adversely affect the ability of the College to meet its payment obligations under the Loan Agreement; or

(ii) If no Event of Default under the Loan Agreement shall have occurred and be continuing, the College may, with or without consideration:

(A) transfer easements, licenses, rights of way (including the dedication of public highways) and other rights or privileges in the nature of easements with respect to any property included in the College Facilities, or release existing easements, licenses, rights of way and other rights or privileges, all upon such terms and conditions as the College shall determine; or

(B) transfer any Property which has been replaced in the ordinary course of operations; or

(C) transfer tangible or intangible personal property, fixtures, or equipment from the College Facilities in the ordinary course of business; or

(D) transfer real estate at any one time or during any Fiscal Year having a net book value alone or in the aggregate not in excess of 10% of the College's net property, plant, and equipment as so determined; or

(E) transfer real estate and tangible property not constituting part of the Core Campus; or

(F) transfer any Property at any one time or during any Fiscal Year having a net book value alone or in the aggregate in excess of the amounts set forth in (i) and (ii)(D) above or not in the ordinary course of business, if the College shall file with the Trustee and the Authority a Certificate showing that the College's total unrestricted net assets immediately after such transfer shall not be less than 90% of such total unrestricted net assets before such transfer, and stating that such transfer will not adversely affect the ability of the College to meet its payment obligations under the Loan Agreement.

Tax Covenants of College and Authority

The College covenants in the Loan Agreement that it will at all times do and perform all acts and things necessary or desirable and within its reasonable control in order to assure that interest paid on the 2022A Bonds shall be excludable from the gross income of the Holders thereof for federal income tax purposes and that it shall not take or omit to take, or permit to be taken on its behalf, any actions which, if taken or omitted, would adversely affect the excludability from the gross income of the Holders of interest paid on the 2022A Bonds for federal income tax purposes.

The Authority and the College mutually covenant for the benefit of the Holders of the 2022A Bonds that they will not use the proceeds of the 2022A Bonds, any moneys derived, directly or indirectly, from the use or investment thereof or any other moneys on deposit in any fund or account maintained in respect of the 2022A Bonds in a manner which would cause such 2022A Bonds to be treated as "arbitrage bonds" within the meaning of Section 148 of the Code or would otherwise violate the provisions of the Indenture relating to arbitrage.

The College has covenanted that it will comply with various requirements of the Code pertaining to the excludability of interest on the 2022A Bonds from gross income of Holders thereof for federal income tax purposes, including, without limitation, that:

(a) It will take whatever actions are necessary for it to continue to be organized and operated in a manner which will preserve and maintain its status as an organization which is described in Section 501(c)(3) of the Code, exempt from federal income taxes under Section 501(a) of the Code and not a private foundation under Section 509(a) of the Code (or corresponding provisions of prior law), and it will not perform any acts nor enter into any agreements which would cause any revocation or adverse modification of such federal income tax status; and

(b) In connection with any lease or other grant by the College of the use of the portion of the Project Facilities financed with Bond proceeds, the College will require that the lessee or user of any portion of the Project Facilities and all Related Persons with respect to such lessee or user will not violate the covenants set forth herein and in the arbitrage certificate executed by the College in connection with the issuance of the 2022A Bonds

(c) The College will make such payments to the Trustee as are required of it under the Indenture in connection with the requirements of Section 148 of the Code concerning arbitrage bonds including Section 148(f), which requires generally rebate payments to the United States of arbitrage profits, and to pay the costs and expenses of any financial consultant engaged in accordance with the Indenture to assist in calculating the amount of such rebate payments, if any.

Environmental Matters

The College covenants to comply in all material respects with all applicable federal, state and local laws, ordinances, rules and regulations pertaining to the environment (collectively, "Environmental Laws"), including, without limitation, those regulating hazardous or toxic wastes and substances (as such phrases may be defined in any Environmental Law), and to give prompt written notice to the Trustee and the Authority of any material violation or alleged material violation of any Environmental Law with respect to the College's Property.

College's Use of the Project Facilities

The College will use the Project Facilities only in furtherance of the lawful purposes of the College.

The College further agrees that it will use the Project Facilities for secular instruction and will not use the Project as a facility used primarily in connection with any part of a program of a school or department of divinity for any religious denomination for the training of ministers, priests, rabbis or other similar persons in the field of religion or in a manner which would violate the First Amendment to the Constitution of the United States of America, including the decisions of the United States Supreme Court interpreting the same, or any comparable provisions of the Constitution of the Commonwealth, including the decisions of the Supreme Court of the Commonwealth interpreting the same. Notwithstanding the termination of the Loan Agreement, the College agrees that it will continue to comply with the restriction stated in the preceding sentence on the sectarian use of the Project Facilities. To the extent required by law, the College will permit the Authority to inspect the Project Facilities solely in order to determine whether the College has complied with the provisions of this paragraph and such right of inspection shall survive the termination of the Loan Agreement.

The College further agrees that it will not use the Project Facilities, or permit the Project Facilities to be used, in such manner as would result in the loss of any exemption from federal income taxation to which interest on the 2022A Bonds would otherwise be entitled.

Events of Default

Each of the following shall constitute an Event of Default under the Loan Agreement:

(a) if the College fails to make any payments required under the Loan Agreement with respect to the principal or redemption price of and interest on the Bonds when the same shall become due and payable thereunder; or

(b) if the College fails to make any other payment or deposit required under the Loan Agreement within thirty (30) days of the due date thereof; or

(c) if the College fails to perform any of its other covenants, conditions or provisions under the Loan Agreement and such failure continues for thirty (30) days after the Authority or the Trustee gives the College written notice thereof; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred or to exist if, and so long as, the College shall commence such performance within such thirty (30) day period and shall diligently and continuously prosecute the same to completion; or

(d) if the College admits in writing its inability to pay its debts generally as they become due, or proposes or makes an assignment for the benefit of creditors or a composition agreement with all or a material part of its creditors, or a trustee, receiver, executor, conservator, liquidator, sequestrator or other judicial representative, similar or dissimilar, is appointed for the College or any of its assets or revenues, or there is commenced any proceeding in liquidation, bankruptcy, reorganization, arrangements of debts, debtor rehabilitation, creditor adjustment or insolvency, local, state or federal, by or against the College and if such is not vacated, dismissed or stayed on appeal within sixty (60) days; or

(e) if for any reason any of the Bonds shall be declared due and payable by acceleration in accordance with the terms of the Indenture; or

(f) if the College shall default in the payment of any indebtedness (other than amounts due under the Loan Agreement) with a principal amount in excess of $1,000,000, and any period of grace with respect thereto shall have expired; or

(g) the occurrence of any default with respect to Parity Indebtedness subject to the Intercreditor Agreement as a result of which such Parity Indebtedness is declared immediately due and payable.

Remedies

If acceleration of the principal amount of the Bonds has been declared pursuant to the Indenture, the Trustee shall declare all loan payments to be immediately due and payable, whereupon the same shall become immediately due and payable. In addition, if an Event of Default under the Loan Agreement has occurred and is continuing, the Authority (or the Trustee as its assignee) may, at its option, in addition to its other rights and remedies as may be provided in the Loan Agreement or may exist at the time at law or in equity, exercise any one or more of the following remedies:

(a) by mandamus, or other suit, action or proceeding at law or in equity, enforce all rights of the Authority, and require the College to carry out any agreements with or for the benefit of the Bondholders and to perform its duties under the Act or the Loan Agreement; or

(b) by action or suit in equity require the College to account as if it were the trustee of an express trust for the Authority; or

(c) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the Authority; or

(d) upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and the Bondholders, have appointed a receiver or receivers of the Trust Estate, with such powers as the court making such appointment shall confer; or

(e) upon notice to the College, accelerate the due dates of all sums due or to become due under the Loan Agreement.

In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in Loan Agreement concerning Events of Default and remedies, it shall not be necessary to give any notice, other than such notice as may be therein expressly required. Such rights and remedies as are given the Authority thereunder shall also extend to the Trustee. For so long as any Bonds remain Outstanding under the Indenture, and except with respect to the College's obligations in respect of the Authority's rights to notices, payments of fees and expenses and indemnification rights and the College's obligations to comply with the Act, the Trustee, as the assignee of the Authority, shall have the sole right to exercise rights and remedies against the College upon the occurrence of any Event of Default under the Loan Agreement, and the exercise by the Trustee of such rights and remedies shall be subject to all applicable provisions of the Indenture, the Loan Agreement and the Act. To the extent necessary or appropriate and requested by the Trustee, the Authority shall cooperate with the Trustee in connection with the exercise by the Trustee of such rights and remedies against the College.

Amendments

The Authority and the College may enter into any amendments and supplements to the Loan Agreement without the consent of Bondholders, but with prior notice to the Trustee, for the following purposes:

(a) To cure any ambiguity, inconsistency, defect or omission in the Loan Agreement or in any amendment thereto;

(b) To modify, eliminate or add to the provisions of the Loan Agreement to such extent as shall be necessary to obtain, maintain or improve a rating of the Bonds by the Ratings Services;

(c) To add covenants of the College or surrender rights or powers of the College;

(d) To make such additions, deletions or modifications as may be necessary in the case of any 2022A Bonds to assure compliance with Section 148(f) of the Code relating to the required rebate of certain investment earnings to the United States government or otherwise as may be necessary to assure exemption from federal income taxation of interest on the 2022A Bonds; or

(e) In connection with any other change in the Loan Agreement if in the judgment of the Trustee in reliance on an opinion of Counsel (which may be Bond Counsel), the proposed change does not materially adversely affect the rights of the Holders of any Bonds.

Except for amendments, changes or modifications as provided in clauses (a) through (e) above, neither the Authority nor the Trustee shall consent to any amendment, change or modification of the Loan Agreement or waive any obligation or duty of the College under the Loan Agreement without the written consent of the holders of not less than a majority in aggregate principal amount of the Outstanding Bonds affected thereby; provided, however, that no such waiver, amendment, change or modification shall permit termination or cancellation of the Loan Agreement or any reduction of the amounts payable under the Loan Agreement with respect to debt service on the Bonds or change the date when such payments are due without the consent of the Holders of all the Bonds then Outstanding who are adversely affected thereby.

Assignment

The College will not assign the Loan Agreement or any interest of the College therein, either in whole or in part, without the prior written consent of the Authority and the Trustee, which consent shall be given if the following conditions are fulfilled: (i) the assignee assumes in writing all of the obligations of the College under the Loan Agreement; (ii) in the opinion of College's counsel, neither the validity nor the enforceability of the Loan Agreement will be adversely affected by such assignment; (iii) the Project shall continue in the opinion of Bond Counsel to be a "project" as such term is defined in the Act after such assignment; and (iv) such assignment will not, in the opinion of Bond Counsel, have an adverse effect on the exclusion from gross income for federal income tax purposes of interest on the 2022A Bonds.

THE INDENTURE

The following description of certain provisions of the Indenture is only a brief outline of some of the provisions thereof, and does not purport to summarize or describe all of the provisions thereof. Reference is made to the Indenture, a copy of which is on file at the corporate trust office of the Trustee in Pittsburgh, Pennsylvania, for a complete statement of these provisions and other provisions which are not summarized in this Official Statement.

Pledge of Trust Estate

In order to secure the payment of the principal of, premium, if any, on and interest on the Bonds and the performance of the Authority's covenants in respect of the Bonds, the Authority assigns and pledges to the Trustee pursuant to the Indenture:

(i) all right, title and interest (but not the obligations) of the Authority under and pursuant to the terms of the Loan Agreement, all Loan Payments and all other payments, revenues and receipts receivable by the Authority thereunder (except for certain rights of the Authority's to the payment of fees and indemnification); and

(ii) all of the right, title and interest of the Authority in and to all funds (other than the Rebate Fund) and accounts established under the Indenture and all moneys and investments now or hereafter held therein and all present and future Revenues (as defined in the Indenture).

Project Fund

Under the Indenture, a Project Fund will be established and maintained with the Trustee for the payment of Project Costs. Until applied in accordance with the Loan Agreement and the Indenture, moneys in the Project Fund shall be held as security as described above.

Bond Fund

A Bond Fund will be established and maintained with the Trustee under the Indenture. Moneys in the Bond Fund will be used to pay (i) the principal or redemption price of Bonds as they mature or become due, upon redemption or acceleration, or otherwise upon surrender thereof, and (ii) the interest on Bonds as it becomes payable whether at maturity, upon redemption or acceleration or otherwise.

Investments

Any moneys held as a part of the Funds established under the Indenture shall be invested by the Trustee in Permitted Investments as provided in the Indenture. Any such investments shall mature or be subject to redemption by the holder at not less than the principal amount thereof, and all deposits in time accounts shall be subject to withdrawal without penalty, not later than the date when the amounts will foreseeably be needed for purposes of the Indenture.

Events of Default and Remedies

The Indenture provides that each of the following shall be an "Event of Default":

(a) Failure to pay the principal or redemption price of any Bond when due and payable, whether at the stated maturity thereof, by redemption, by acceleration or otherwise;

(b) Failure to pay any interest on any Bond when due and payable;

(c) Failure by the Authority to comply with the provisions of the Act relating to the Bonds or the Project or to perform or observe any other covenant, agreement or obligation on its part to be observed or performed contained in the Indenture or the Bonds, which failure shall have continued for a period of 60 days after written notice by registered or certified mail to the Authority and the College as provided in the Indenture, which notice may be given by the Trustee in its discretion and which notice must be given by the Trustee at the written request of the Holders of not less than 25% in aggregate principal amount of Bonds Outstanding; or

(d) The occurrence and continuance of an "Event of Default" as defined in the Loan Agreement (see "THE LOAN AGREEMENT -- "Events of Default" herein).

The Indenture provides that if an Event of Default occurs, the Trustee may and shall upon the written request of the Owners of 25% in principal amount of all Bonds then outstanding (100% in principal amount of all Bonds then outstanding in the case of an Event of Default described in clause (c) above), declare the principal of all Bonds then outstanding to be immediately due and payable and upon such declaration such principal, together with interest accrued thereon, shall become immediately due and payable to the Owners. Upon any declaration of acceleration under the Indenture, the Trustee shall immediately exercise such rights as it may have as the assignee of the Loan Agreement to declare all payments under the Loan Agreement to be due and payable immediately.

Within five calendar days of the occurrence of any such acceleration, the Trustee shall notify, by first class mail, postage prepaid, the Owners of all Bonds then outstanding of the occurrence of such acceleration, the date through which interest has accrued and the time and place of payment.

In addition, upon the occurrence and continuation of an Event of Default under the Indenture, the Trustee, subject to the provisions of the Intercreditor Agreement, may and upon written request of Owners of 25% in principal amount of all Bonds then Outstanding and receipt of indemnity to its satisfaction shall, pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of principal or redemption price of and interest on the Bonds.

If an Event of Default described in (d) above occurs and is continuing, the Trustee in its discretion may, and upon the written request of a majority in principal amount of the Owners of all Bonds then Outstanding and receipt of indemnity to its satisfaction shall, enforce each and every right granted to it as assignee of the Loan Agreement.

The provisions described above are subject to the condition that if, after the principal of all Bonds has been so declared to be due and payable, all arrears of interest on the Bonds are paid by the Authority, and the Authority performs all other things in respect to which it may have been in default under the Indenture and pays the reasonable charges and expenses of the Trustee and of the Owners of the Bonds, including reasonable attorneys' fees and expenses, then Owners of a majority in principal amount of the Bonds then outstanding, by notice to the Authority and to the Trustee, may annul such declaration and its consequences. No annulment will extend to or affect any subsequent default or impair any right or remedy consequent thereon.

The Owners of a majority in principal of the Bonds then Outstanding will have the right, after furnishing indemnity satisfactory to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee under the Indenture, except that such direction may not (i) be in conflict with the provisions of law and of the Indenture, (ii) unduly prejudice the rights of minority Owners or (iii) involve the Trustee in personal liability against which indemnity would not be satisfactory.

No Bondholder shall have any right to pursue any remedy under the Indenture or the Loan Agreement unless:

(a) The Trustee shall have been given written notice of an Event of Default,

(b) The Holders of at least 25% in principal amount of all Bonds then Outstanding shall have requested the Trustee, in writing, to exercise the powers granted in the Indenture or to pursue such remedy in its or their name or names,

(c) The Trustee shall have been offered indemnity satisfactory to it against its fees, costs, expenses and liabilities (including attorneys' fees, costs and expenses), and

(d) The Trustee shall have failed to comply with such request within a reasonable time.

Notwithstanding the foregoing provisions or any other provision of the Indenture, the obligation of the Authority shall be absolute and unconditional to pay or cause to be paid, but solely from the revenues and other funds pledged under the Indenture, the principal or redemption price of and interest on, the Bonds to the respective Holders thereof on the respective due dates thereof, and nothing in the Indenture shall affect or impair the right of action, which is absolute and unconditional, of such holders to enforce such payment.

Subject to the terms of the Intercreditor Agreement, any moneys received by the Trustee under the Indenture following the occurrence of an Event of Default or held by the Trustee (except for moneys in the Rebate Fund) shall be applied in the following order:

(a) To the payment of the costs of the Trustee and bond registrar, then of the Authority, including counsel fees and expenses, any disbursements of any of the foregoing with interest thereon and their reasonable compensation; and

(b) To the payment of principal or redemption price (as the case may be) and interest then owing on the Bonds, including interest on overdue interest and in case such moneys shall be insufficient to pay the same in full, then to the payment of principal or redemption price and interest ratably, without preference or priority of one over another or of any installment of interest over any other installment of interest.

The surplus, if any, shall be paid to the College or the Person lawfully entitled to receive the same as a court of competent jurisdiction may direct.

Modifications and Amendments

The Indenture provides that it may be amended or supplemented at any time without notice to or the consent of any of the Owners of the Bonds, by a supplemental indenture consented to by the College, authorized by the Authority and filed with the Trustee for any one or more of the following purposes:

(a) To add additional covenants of the Authority or to surrender any right or power conferred upon the Authority in the Indenture;

(b) For any purpose not inconsistent with the terms of the Indenture or to cure any ambiguity or to correct or supplement any provision of the Indenture or in any supplemental indenture which may be defective or inconsistent with any other provision in the Indenture or in any supplemental indenture, or to make such other provisions in regard to matters or questions arising under the Indenture which shall not be inconsistent with the provisions of the Indenture and which shall not adversely affect the interests of the holders of the Bonds, including the appointment and duties of a bond registrar or authenticating agent;

(c) To modify, eliminate or add to the provisions of the Indenture to such extent as shall be necessary to effect the qualification of the Indenture under the Trust Indenture Act of 1939 as from time to time amended, or under any similar Federal statute hereafter enacted, and to add to the Indenture such other provisions as may be expressly permitted by the Trust Indenture Act of 1939, as from time to time amended;

(d) To modify, eliminate or add to the provisions of the Indenture to such extent as shall be necessary to obtain, maintain or improve a rating of the Bonds by the Ratings Services;

(e) To grant to or confer or impose upon the Trustee for the benefit of the Owners of the Bonds any additional rights, remedies, powers, authority, security, liabilities or duties which may lawfully be granted, conferred or imposed and which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(f) To permit the Bonds to be converted to, or from, certificateless securities or securities represented by a master certificate held in trust, ownership of which, in either case, is evidenced by book entries on the books of the Securities Depository, for any period of time;

(g) To permit the appointment of a co-trustee under the Indenture;

(h) To authorize different authorized denominations of the Bonds and to make correlative amendments and modifications to the Indenture regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature;

(i) To modify, alter, supplement or amend the Indenture to comply with changes in the Code affecting the status of interest on the 2022A Bonds as excluded from gross income for Federal income tax purposes or the obligations of the Authority or the College in respect of Section 148 of the Code; and

(j) To modify, alter, amend or supplement the Indenture in any other respect which is not materially adverse to the Owners of the Bonds.

The Indenture may be amended from time to time, except with respect to (i) the principal or interest payable upon any of the Bonds, (ii) the Interest Payment Dates, the dates of maturity or the redemption provisions of any of the Bonds, and (iii) the provisions relating to amendments of the Indenture and the Loan Agreement, in each case by a supplemental indenture consented to by the College and approved by the Owners of at least a majority in aggregate principal amount of the Bonds then outstanding which would be affected by the action proposed to be taken. The Indenture may be amended with respect to the matters enumerated in clauses (i) through (iii) of the immediately preceding sentence with the unanimous consent of all Owners and the College.

Discharge of Indenture

When interest on, and principal or redemption price (as the case may be) of, all Bonds issued under the Indenture have been paid, or there shall have been deposited with the Trustee (i) cash in an amount sufficient to pay in full the principal or redemption price of and interest on the Bonds, and all other sums payable under the Indenture by the Authority, (ii) "defeasance obligations" (as defined below), the principal of and interest on which, when due, will provide sufficient moneys without reinvestment to pay in full the principal or redemption price of and interest on the Bonds, as well as all other sums payable under the Indenture by the Authority, or (iii) any combination of the foregoing, then upon receipt by the Trustee of (a) all of its necessary and proper fees, compensation and expenses, (b) an opinion of Bond Counsel which will also be delivered to the Authority that all conditions precedent to the defeasance of the lien of the Indenture have been complied with, (c) unless the Bonds will be paid in full within 90 days of the date of deposit of any defeasance obligations, a verification report in form and substance satisfactory to the Trustee from an independent certified public accountant or a nationally recognized firm with experience in preparing verification reports to the effect that the cash and defeasance obligations delivered will be sufficient to provide for the payment of the Bonds as aforesaid, and (d) other assurances from the Authority that the Trustee may deem necessary or appropriate, the right, title and interest of the Trustee in the Loan Agreement and the Trust Estate shall thereupon cease and the Trustee, on demand of the Authority, shall release the Loan Agreement and the Trust Estate from the lien and security interest created by the Indenture and shall execute such documents to evidence such release as may be reasonably required by the Authority or the College and shall turn over to the College or to such Person as may be entitled to receive the same, as it shall be directed in writing by the College all balances remaining in any funds (other than the Rebate Fund) under the Indenture and the Trustee's right, title and interest to and under the Loan Agreement. For the purposes of this paragraph, "defeasance obligations" shall mean the following, but only to the extent they are Permitted Investments at the time of delivery to the Trustee: (1) Government Obligations; and (2) pre-refunded debt obligations of any state or political subdivision thereof or any agency or instrumentality of such a state or political subdivision, provided that such debt obligations are rated, at the time of purchase, at least "AA" by S&P or "Aa" by Moody's.

In the event the Authority or the Trustee at the written direction of the Authority enters into a forward supply contract or other similar agreement for the future delivery of defeasance obligations, (a) any verification report required by the Indenture shall expressly state that the adequacy of the escrow to accomplish the defeasance relies solely on the initial defeasance obligations and the maturing principal thereof and interest thereon and does not assume performance under or compliance with the forward supply contract, and (b) the escrow agreement or other similar agreement providing for such defeasance shall provide that in the event of any discrepancy or difference between the terms of the forward supply contract and the escrow agreement, the terms of the escrow agreement shall be controlling.

The foregoing requirements may also be met with respect to any portion of the Bonds, as designated by the College, by depositing with the Trustee cash, defeasance obligations, or any combination thereof sufficient to pay or provide for the payment of such Bonds, as described in the preceding paragraph. Upon such deposit, the Bonds for which such deposit has been made shall no longer be deemed Outstanding under the Indenture.

The Trustee

The obligations and duties of the Trustee are described in the Indenture and, except upon an Event of Default, the Trustee has undertaken only those obligations and duties which are expressly set out in the Indenture. If any Event of Default of which the Trustee has been notified or is deemed to have notice under the Indenture has occurred and is continuing, the Trustee is obligated to exercise such of the rights and remedies vested in it by the Indenture and to use the same degree of care in its exercise as a prudent person would exercise or use in the circumstances in the conduct of his own affairs; provided that if in the opinion of the Trustee such action may tend to involve expense or liability, it will not be obligated to take such action unless it is furnished with indemnity satisfactory to it.

The Indenture expressly provides that the Trustee will not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of not less than a majority in principal amount of the Bonds then Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under the Indenture.

Under the terms of the Indenture, the Trustee is liable only for those damages caused by its willful misconduct. Under the terms of the Indenture, the Trustee shall not be deemed to have notice of an Event of Default, other than the failure to pay principal of or interest on the Bonds when due, unless the Trustee has been notified in writing of such events by the Authority or the holders of at least 25% in aggregate principal amount of the Bonds then Outstanding. In the absence of delivery of such notices satisfying these requirements, the Trustee may assume conclusively that there is no such default. The summary of the Trustee's rights, duties, obligations and immunities contained herein is not intended to be a complete summary, and reference must be made to the Indenture for a complete statement of the Trustee's rights, duties, obligations and immunities.

The Trustee may resign and be discharged by written resignation filed with the Authority (and a copy to the College) not less than 30 days prior to the date the resignation is to take effect. Such resignation will take effect only upon the appointment of, and acceptance of such appointment by, a successor trustee. In addition, the Trustee may be removed at any time by an instrument appointing a successor to the Trustee so removed, executed (i) by the Authority at the direction of the Holders of a majority in principal amount of the Bonds then Outstanding, or (ii) so long as no Event of Default has occurred and is continuing, by the Authority or by the College with the written consent of the Authority.

Any successor trustee must be a national banking association or a state bank with trust powers or a bank and trust company having capital and surplus of at least $50,000,000, if there is one able and willing to accept the trust on reasonable and customary terms.

Limitation of Rights; No Personal Recourse.

With the exception of rights conferred expressly in the Indenture, nothing in the Indenture expressed or implied is intended or shall be construed to give to any person other than the parties thereto, the College and the Holders of the Bonds any legal or equitable right, remedy, power or claim under or with respect to the Indenture or any covenants, agreements, conditions and provisions contained therein.

The Indenture does not pledge the general credit of the Authority nor the credit or the taxing power of the Commonwealth of Pennsylvania or any political subdivision thereof. The liability of the Authority shall be limited to and payable solely from the sources described herein under "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS".

No recourse shall be had for any claim based on the Indenture or the Bonds, including but not limited to the payment of the principal or redemption price of, or interest on, the Bonds, against the Authority or any member, officer, agent or employee, past, present or future, of the Authority or of any successor body, as such, either directly or through the Authority or any such successor body, under any constitutional provision, statute or rule of law or by the enforcement of any assessment or penalty or by any legal or equitable proceeding or otherwise. The obligations and liabilities of the Authority arising under the Indenture shall be payable solely from the Revenues.

APPENDIX D

FORM OF CONTINUING DISCLOSURE CERTIFICATE

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CONTINUING DISCLOSURE CERTIFICATE

THIS CONTINUING DISCLOSURE CERTIFICATE (this "***Disclosure Certificate***") is executed and delivered on April 12, 2022 by Ursinus College, a Pennsylvania nonprofit corporation (the "***College***").

W I T N E S S E T H:

WHEREAS, pursuant to a Bond Purchase Agreement dated March 31, 2022, by and among the Pennsylvania Higher Educational Facilities Authority (the "***Authority***"), the College, and Stifel, Nicholas & Company, Incorporated, as the underwriter (the "***Underwriter***"), the Authority is selling $9,040,000 aggregate principal amount of its Revenue Refunding Bonds (Ursinus College Project) Series A of 2022 and $890,000 aggregate principal amount of its Revenue Refunding Bonds (Ursinus College Project) Federally Taxable Series B of 2022 (collectively, the "***Bonds***") to the Underwriter; and

WHEREAS, Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "***Rule***"), provides that a Participating Underwriter (as defined in the Rule) shall not purchase or sell municipal securities in connection with an Offering (as defined in the Rule) unless the Participating Underwriter has reasonably determined that an issuer of municipal securities, or an obligated person for whom financial or operating data is presented in the final official statement has undertaken, either individually or in combination with other issuers of such municipal securities or obligated persons, in a written agreement or contract for the benefit of holders of such securities, to provide, either directly or indirectly through an indenture trustee or a designated agent, certain specified financial information and operating data and notices of certain material events; and

WHEREAS, this Disclosure Certificate is authorized to be executed and delivered by the College in order to enable the Underwriter to comply with the requirements of the Rule.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the University, intending to be legally bound hereby, agrees as follows:

Section 1. Definitions.

In addition to the terms defined in the above recitals, the following terms shall have the meanings specified below:

"***Annual Report***" shall mean the information to be provided by the College annually for each Fiscal Year pursuant to Section 2(a) hereof.

"***EMMA***" shall mean the MSRB's Electronic Municipal Market Access System (or any successor electronic filing system established in accordance with the Rule for the submission of information required to be filed under the Rule). As of the date of this Disclosure Certificate, information regarding submissions to the MSRB through EMMA is available at http://emma.msrb.org/submission.

"***Financial Obligation***" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

"***Indenture***" shall mean the Trust Indenture, dated as of April 1, 2022, between the Authority and the Trustee.

"***Issuance Date***" means April 12, 2022, the date of issuance and delivery of the Bonds.

"***Loan Agreement***" shall mean the Loan Agreement, dated as of April 1, 2022 between the Authority and the College.

"***MSRB***" shall mean the Municipal Securities Rulemaking Board or its lawful successors.

"***Obligated Person***" shall mean, at any applicable time, each "obligated person" (as that term is defined in paragraph (f)(10) of the Rule) with respect to the Bonds. As of the Issuance Date, "Obligated Person" means the College. The College has determined that as of the Issuance Date, there are no "obligated persons" with respect to the Bonds for purposes of the Rule other than the College, and that the Authority is not an "obligated person" with respect to the Bonds for purposes of the Rule.

"***Official Statement***" shall mean the Official Statement, dated March 31, 2022 with respect to the Bonds.

"***Participating Underwriter***" shall mean Stifel, Nicholas & Company, Incorporated, as the underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"***SEC***" means the United States Securities and Exchange Commission.

"***Trustee***" means The Bank of New York Mellon Trust Company, N.A., as trustee.

Terms not otherwise defined herein shall have the same meanings as in the Indenture.

Section 2. Covenants of the College.

The College covenants as follows:

(a) The College shall deliver to the Authority and the MSRB, through EMMA, within 180 days after the end of each fiscal year commencing with the fiscal year ending June 30, 2022, certain financial information and other operating data with respect to the College (collectively, the "***Annual Report***"), as follows:

(1) The financial statements of the College for the most recent fiscal year and prepared in accordance with accounting principles generally accepted in the United States of America, applied on a consistent basis, and audited by the College's independent certified public accountants in accordance with auditing standards generally accepted in the United States of America;

(2) A summary, as of the date of each Annual Report, of all full-time and part-time faculty at the College (with information of the type set forth under the heading "Faculty" in Appendix A to the Official Statement);

(3) A summary, as of the date of the Annual Report, of the full-time and part-time enrollment at the College for the current academic year of the

College (with information of the type set forth under the heading "Enrollment" in Appendix A to the Official Statement);

(4) A summary, as of the date of the Annual Report, of applications, acceptances and matriculating students at the College for the current academic year of the College, including comparative information for the immediately preceding academic year (with information of the type set forth under the heading "Enrollment" in Appendix A to the Official Statement);

(5) A summary of undergraduate full-time tuition and fees for the current academic year of the College (with information of the type set forth under the heading "Tuition and Fees" in the Appendix A to the Official Statement); and

(6) A summary of the availability of subsidized and non-subsidized loans to College students for the current academic year (with information of the type set forth under the heading "Financial Aid to Students" in Appendix A to the Official Statement).

The College may submit the Annual Report as a single document or as a series of separate documents comprising a package. The College may provide the Annual Financial Information by specific cross-reference to other documents which have been submitted to the MSRB via the EMMA System or filed with the SEC. The College reserves the right to modify from time to time the specific types of information provided and the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the College; provided that the College agrees that any such modification will be done in a manner consistent with the Rule. The College may, at its option, satisfy this obligation by providing an official statement for one or more series of bonds issued on behalf of the College after the date hereof or by specific reference, in accordance with the Rule, to one or more official statements previously provided to and available from the MSRB.

(b) In a timely manner, not in excess of ten (10) business days after the occurrence of the event, the College shall deliver to the Authority and the MSRB, through EMMA, notice of any of the following events (collectively, "***Reportable Events***") with respect to the Bonds:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on any debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of any credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue

(IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of the Bondowners, if material;

(8) Unscheduled bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing payment of the Bonds, if material;

(11) Rating changes on the Bonds or on any other debt for which the College is obligated;

(12) Bankruptcy, insolvency, receivership or similar proceeding of the College;[1]

(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;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the College, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the College, any of which affects holders of the Bonds, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the College, any of which reflect financial difficulties.

The foregoing sixteen (16) Reportable Events are quoted from the Rule. The SEC requires the listing of the Reportable Events set forth in clauses (1) through (16) above although some of such events may not be applicable to the Bonds.

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[1] This event is considered to occur when any of the following occur: the appointment of a receiver, trustee or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated group.

(c) In a timely manner, the College shall give to the Trustee, the Authority and the MSRB, through EMMA, notice of any failure by the College to provide any information required pursuant to subsection (a) or subsection (b) above on or before the date specified in subsection (a) or (b) (as applicable) above.

(d) The College shall send to the Trustee and the Authority concurrently with the delivery of any information required pursuant to subsection (a) or (b) above a certificate signed by an authorized officer of the College, stating that it has filed such information with the MSRB, through EMMA.

(e) The College agrees to provide information required in subsection (a) and (b) above for all persons who are determined by it to be "Obligated Persons" under the Rule.

(f) The College agrees that the provisions of this Section 2 shall be for the benefit of the registered holders and beneficial owners of the Bonds, and shall be enforceable by any holders or beneficial owners of the Bonds, or by the Trustee on their behalf, in accordance with the provisions of Section 6 herein.

Section 3. Regarding the Trustee.

The Trustee shall have no responsibility or liability in connection with the College's filing obligations under this Continuing Disclosure Agreement. In acting on behalf of the registered holders and beneficial owners of the Bonds pursuant to this Disclosure Certificate, the Trustee shall be entitled to rights, protections and immunities provided to it under the Indenture.

Section 4. Termination of Reporting Obligations.

The College's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the College's obligations with respect to the payment of the Bonds are assumed in full by some other entity, such other entity shall be responsible for compliance with this Disclosure Certificate in the same manner as if it were the College, and the College shall have no further responsibility hereunder. In addition, the College's obligation to provide information and notices as specified in Section 2 hereof shall terminate (a) at such other times as such information and notices (or any portion thereof) are no longer required to be provided by the Rule as it applies to the Bonds, (b) in the event of a repeal or rescission of the Rule or (c) upon a determination that the Rule is invalid or unenforceable.

Section 5. Amendment.

The College may amend this Disclosure Certificate, and any provision hereof may be waived, but no such amendment or waiver shall be executed and effective unless (a) the amendment or waiver is made in connection with a change in legal requirements, change in law or change in the identity, nature or status of the College or the operations conducted by the College, (b) the amendment or waiver either (i) is approved by the beneficial owners of the Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of the beneficial owners of the Bonds or (ii) does not, in the opinion of the Trustee or nationally recognized bond counsel, materially impair the interests of the Bondholders, and (c) such amendment or waiver is supported by an opinion of counsel expert in federal securities laws to the effect that such amendment or waiver would not, in and of itself, cause the undertakings in this Disclosure Certificate to violate the Rule if such amendment or waiver had been effective on the date of this Disclosure Certificate but taking into account any subsequent change in or official interpretation of the Rule, as well as any change in circumstances. In the event of any amendment or waiver of a provision of this Disclosure Certificate, the College shall describe such amendment in its next Annual Report delivered pursuant to Section 2(a) hereof, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the financial information or operating data being presented by the College. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements (i.e., changes other than those prescribed by generally accepted accounting principles), (i) notice of such change shall be given pursuant to the Reportable Event notice requirements as set forth in this Disclosure Certificate; and (ii) the annual report for the year in which the change is made will present a comparison between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. To the extent that the Rule requires or permits an approving vote of beneficial owners of the Bonds in connection with an amendment, the approving vote of beneficial owners of Bonds constituting more than 50% of the aggregate principal amount of the then outstanding Bonds shall constitute such approval. The College shall provide notice of any amendment to this Disclosure Certificate to the MSRB, through EMMA, and to the registered holders of the Bonds.

Section 6. Remedies for Default.

In the event of a breach or default by the College of its covenants to provide annual financial information and notices as provided in Section 2 hereof, the Trustee or any registered holder or beneficial owner of Bonds shall have the right to bring an action in a court of competent jurisdiction to compel specific performance by the College. A breach or default under this Disclosure Certificate shall not constitute a default or an event of default under the Bonds, the Indenture, the Loan Agreement executed in connection therewith, or any other agreement. The Trustee shall be under no obligation to enforce this Disclosure Certificate unless (a) directed in writing by the registered holders or beneficial owners of at least 25% of the outstanding principal amount of the Bonds and (b) furnished with indemnity and security for expenses satisfactory to it in its sole discretion.

Section 7. Additional Information.

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

Section 8. No Obligation of the Authority; Indemnification of the Authority.

The Authority shall not have any responsibility or liability in connection with the College's compliance with the Rule, its filing obligations under this Disclosure Certificate or in connection with the contents of such filings. The College further agrees to indemnify and save the Authority, and its members, officers, employees and agents, harmless against any loss, expense (including reasonable attorney's fees) or liability arising out of (i) any breach by the College of this Disclosure Certificate or (ii) any Annual Report, Reportable Event, other information or notices provided under this Disclosure Certificate or any misstatements therein or omissions therefrom.

Section 9. Miscellaneous.

(a) Binding Nature of Agreement. This Disclosure Certificate shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. In addition, registered owners of the Bonds, which for the purposes of this Section 7 includes the holders of a book-entry credit evidencing an interest in the Bonds, from time to time shall be third party beneficiaries hereof and shall be entitled to enforce the provisions hereof as if they were parties hereto; but no consent of beneficial owners of the Bonds shall be required in connection with any amendment of this Disclosure Certificate, except as required by the Rule. Holders of book-entry credits evidencing an interest in the Bonds may file their names and addresses with the College for the purposes of receiving notices and with the Trustee for the purpose of giving direction under this Disclosure Certificate.

(b) Notices. All notices and other communications required or permitted under this Disclosure Certificate shall be in writing and shall be deemed to have been duly given, made and received only when delivered (personally, by recognized national or regional courier service, or by other messenger, for delivery to the intended addressee or when deposited in the United States mails, registered or certified mail, postage prepaid, return receipt requested), addressed or sent as set forth below:

(i) To the Trustee at:

The Bank of New York Mellon Trust Company, N.A.
500 Ross Street, 12th Floor
Pittsburgh, PA 15262
Attention: Global Corporate Trust - Public Finance

(ii) To the College at:

Ursinus College
601 Main Street
Collegeville, PA 19426-1000
Attention: Interim Vice President for Finance & Administration

(iii) To the Authority at:

Pennsylvania Higher Educational Facilities Authority
1035 Mumma Road
Wormleysburg, PA 17043
Attention: Chairman

Any party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section.

(c) Execution in Counterparts. This Continuing Disclosure Certificate may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This Continuing Disclosure Certificate shall become binding when one or more counterparts hereof, individually or taken together, shall be executed by all of the parties hereto.

(d) Controlling Law. This Continuing Disclosure Certificate and all questions relating to its validity, interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the Rule.

(e) Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the College, the Authority, the Participating Underwriter, and the registered owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the College has executed this Continuing Disclosure Certificate as of the date first above written.

URSINUS COLLEGE

By:__________________________________
Authorized Officer

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APPENDIX E

PROPOSED FORM OF OPINION OF CO-BOND COUNSEL

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PROPOSED FORM OF CO-BOND COUNSEL OPINION

April 12, 2022

Pennsylvania Higher Educational
Facilities Authority
1035 Mumma Road
Wormleysburg, PA 17043

The Bank of New York Mellon Trust Company,
N.A., as Trustee
500 Ross Street, 12th Floor
Pittsburgh, PA 15262

Stifel, Nicolaus & Company, Incorporated
651 Holiday Drive, Suite 110
Pittsburgh, PA 15220

Re: Pennsylvania Higher Educational Facilities Authority
$9,040,000 Revenue Refunding Bonds (Ursinus College Project) Series A of 2022 and
$890,000 Revenue Refunding Bonds (Ursinus College Project) Federally Taxable
Series B of 2022

We have acted as co-bond counsel to the Pennsylvania Higher Educational Facilities Authority (the "Authority") in connection with the issuance of $9,040,000 aggregate principal amount of its Revenue Refunding Bonds (Ursinus College Project) Series A of 2022 (the "Series A Bonds") and $890,000 aggregate principal amount of its Revenue Refunding Bonds (Ursinus College Project) Federally Taxable Series B of 2022 (the "Series B Bonds" and together with the Series A Bonds, the "Bonds"). The Bonds are issued under and pursuant to the laws of the Commonwealth of Pennsylvania (the "Commonwealth"), including the Pennsylvania Higher Educational Facilities Authority Act of 1967, the Act of December 6, 1967, P.L. 678, as amended and supplemented (the "Act"), and a Trust Indenture dated as of April 1, 2022 (the "Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee").

The Bonds are being issued at the request of Ursinus College (the "College") to provide funds which will be used to finance the costs of a project (the "Project"), consisting of: (a) the refunding of all or a portion of $18,865,000 original aggregate principal amount of Pennsylvania Higher Educational Facilities Authority Ursinus College Revenue Bonds, Series A of 2012, the proceeds of which were used (i) to advance refund a portion of the Pennsylvania Higher Educational Facilities Authority Ursinus College Revenue Bonds, Series of 2003, the proceeds of which were used to pay the costs of planning, designing, acquiring, constructing, renovating, equipping and furnishing various facilities located on the College's campus and to advance refund the Pennsylvania Higher Educational Facilities Authority College Revenue Bonds, Series of 1997; and (ii) to currently refund the Pennsylvania Higher Educational Facilities Authority Variable Rate Demand Revenue Bonds, Ursinus College Revenue Bonds, Series 2000, the proceeds of which financed various capital projects on the College's campus; and (b) the payment of certain costs of issuing the Bonds.

The proceeds of the Bonds are being loaned to the College pursuant to a Loan Agreement dated as of April 1, 2022, (the "Loan Agreement") between the Authority and the College. Under the Loan Agreement, the College is obligated to make payments in amounts sufficient to pay, among other things, the principal or redemption price of and interest on the Bonds.

The Bonds are secured by the Indenture and by an assignment to the Trustee of all of the Authority's right, title and interest in and to the Loan Agreement (except for the Authority's rights thereunder to receive payments of administrative fees and expenses and indemnification against liability).

The College has represented in the Loan Agreement that it is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), is not a "private foundation" within the meaning of Section 509(a) of the Code, and is exempt from federal income tax under Section 501(a) of the Code. The College has covenanted that it will maintain its status as a 501(c)(3) organization under the Code and will take whatever actions are necessary to continue to be organized and operated in a manner which will preserve and maintain its status as an organization which is described in Section 501(c)(3) of the Code and exempt from federal income taxes under Section 501(a) of the Code (except as to unrelated business income).

The Code sets forth certain requirements which must be met subsequent to the issuance and delivery of the Series A Bonds for interest thereon to remain excludable from the gross income of the owners of the Series A Bonds for federal income tax purposes. The Authority and the College have covenanted to comply with such requirements. Noncompliance with such requirements may cause the interest on the Series A Bonds to be includible in the gross income of the owners of the Series A Bonds for federal income tax purposes, retroactive to the date of issue of the Series A Bonds or as of some later date. Under the Loan Agreement, the College has covenanted that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion from gross income of the interest on the Series A Bonds under Section 103(a) of the Code. For the purposes of the opinions set forth below, we have assumed that the Authority and the College will comply with the covenants set forth in the Loan Agreement relating to the tax-exempt status of the Series A Bonds.

Under the Indenture and the Loan Agreement, respectively, the Authority and the College have covenanted that they will comply with the requirements of Section 148 of the Code pertaining to arbitrage bonds. In addition, an officer of the Authority responsible for issuing the Series A Bonds and a representative of the College have executed a certificate stating the reasonable expectations of the Authority and the College on the date of issue of the Series A Bonds as to future events that are material for the purposes of such requirements of the Code.

In our capacity as co-bond counsel, we have examined such documents, records of the Authority and other instruments as we deemed necessary to enable us to express the opinions set forth below, including original counterparts or certified copies of the Indenture, the Loan Agreement and the other documents listed in the closing memorandum in respect of the Bonds filed with the Trustee. We have also examined an executed Bond, authenticated by the Trustee, and have assumed that all other Bonds have been similarly executed and authenticated. We have also assumed that the Indenture has been duly authorized, executed and delivered by the Trustee, and that the Loan Agreement has been duly authorized, executed and delivered by the College.

Based on the foregoing, it is our opinion that:

1. The Authority is a body corporate and politic validly existing under the laws of the Commonwealth, with full power and authority to undertake the Project, to execute and deliver, and perform its obligations under, the Indenture the Loan Agreement and to issue and sell the Bonds.

2. The Indenture and the Loan Agreement have been duly authorized, executed and delivered by the Authority and the covenants of the Authority therein, assuming due authorization, execution and delivery by the other parties thereto, constitute valid and binding obligations of the Authority enforceable in accordance with their terms, except as the rights created thereunder and the enforcement thereof may be limited by bankruptcy, insolvency or other similar laws or equitable principles affecting the enforcement of creditors' rights generally.

3. The issuance and sale of the Bonds have been duly authorized by the Authority and, on the assumption as to execution and authentication stated above, such Bonds have been duly executed and delivered by the Authority and authenticated by the Trustee, and are legal, valid and binding limited obligations of the Authority entitled to the benefit and security of the Indenture, except as the rights created thereunder and enforcement thereof may be limited by bankruptcy, insolvency or other laws or equitable principles affecting the enforcement of creditors' rights generally.

4. Assuming the accuracy of the certifications of the Authority and the College and their continuing compliance with the requirements of the Code, interest on the Series A Bonds is excludable from gross income for purposes of federal income taxation under existing laws as enacted and construed on the date hereof. Interest on the Series A Bonds is not an item of tax preference for purposes of alternative minimum tax imposed on individuals.

5. Interest on the Series B Bonds is included in gross income for federal income tax purposes.

6. Under the laws of the Commonwealth, as presently enacted and construed, interest on the Bonds is exempt from Pennsylvania personal income tax and Pennsylvania corporate net income tax.

Except as set forth in paragraphs 4, 5, and 6 above, we express no opinion regarding any tax consequences with respect to the Bonds.

We have not been engaged to express, and do not express, any opinion herein with respect to the adequacy of the security for the Bonds or the sources of payment for the Bonds or with respect to the accuracy or completeness of any offering document or other information pertaining to the offering for sale of the Bonds or as to any other matter not set forth herein.

Ursinus College