

**FIRST SUPPLEMENT TO OFFICIAL STATEMENT
DATED OCTOBER 29, 2024**

relating to

\$79,910,000

**HIGHER EDUCATIONAL FACILITIES FINANCING AUTHORITY
REVENUE BONDS (ROLLINS COLLEGE PROJECT)
SERIES 2024**

This First Supplement (the "Supplement") provides information supplemental to the Official Statement, dated October 17, 2024 (the "Official Statement"), relating to the Series 2024 Bonds described above. This Supplement must be read in conjunction with the Official Statement, including the appendices thereto. *This Supplement should not be separated from the Official Statement, and neither this Supplement nor the Official Statement should be relied upon in any way independently of each other. All capitalized terms used in this Supplement and not defined herein have the meanings ascribed thereto in the Official Statement.*

PLEASE BE ADVISED that in order to clarify the definition of Regular Record Date with respect to the Series 2024 Bonds, the Official Statement has been supplemented as follows:

Under the section titled "DESCRIPTION OF THE SERIES 2024 BONDS – General", the first full paragraph on page 7 of the Official Statement will be revised in full to say:

The interest payable on each Series 2024 Bond on any Interest Payment Date shall be paid by the Trustee to the registered Owner of such Series 2024 Bond as shown on the bond register at the close of business on either May 15 or November 15 (whether or not a Business day) immediately preceding the Interest Payment Date (the "Regular Record Date") for such interest, (a) by check mailed to such registered Owner at his address as it appears on the bond register or at such other address as is furnished to the Trustee in writing by such Owner, or (b) with respect to Series 2024 Bonds if such Series 2024 Bonds are held by a Securities Depository, or at the written request addressed to the Trustee by any registered Owner of Series 2024 Bonds in the aggregate principal amount of at least \$1,000,000, by electronic wire transfer in immediately available funds for credit to the ABA routing number and account number filed with the Trustee no later than five Business Days before an Interest Payment Date, but no later than a Regular Record Date for any interest payment, that all such payments be made by wire transfer.

Under the section titled, "APPENDIX C – FORM OF INDENTURE AND DEFINITIONS APPENDIX – APPENDIX I – DEFINITIONS", the definition of "Regular Record Date" on page C-73 is revised in full to say as follows:

"Regular Record Date" means the close of business on either May 15 or November 15 (whether or not a Business Day) immediately preceding the Interest Payment Date.

The date of this First Supplement is October 29, 2024.

HIGHER EDUCATIONAL FACILITIES FINANCING AUTHORITY

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In the opinion of bond counsel, assuming compliance by the Issuer and the College with certain covenants, under existing statutes, regulations and judicial decisions, the interest on the Series 2024 Bonds is excluded from gross income for federal income tax purposes of the holders thereof and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series 2024 Bonds may be included in the "adjusted financial statement income of certain "applicable corporations" that are subject to the 15 percent alternative minimum tax under Section 55 of the Internal Revenue Code of 1986, as amended. See "TAX MATTERS" herein for a description of certain other tax consequences to holders of the Series 2024 Bonds.



OFFICIAL STATEMENT
relating to
\$79,910,000
HIGHER EDUCATIONAL FACILITIES FINANCING AUTHORITY
REVENUE BONDS
(ROLLINS COLLEGE PROJECT)
SERIES 2024

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

This Official Statement relates to the issuance and sale by the Higher Educational Facilities Financing Authority (the "Issuer") of \$79,910,000 in aggregate principal amount of its Revenue Bonds (Rollins College Project), Series 2024 (the "Series 2024 Bonds") pursuant to that certain Trust Indenture dated as of October 1, 2024 (the "Indenture") by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented and amended. The Series 2024 Bonds are payable solely from the Security (as defined herein), which primarily consists of the Loan Payments (as defined herein) under that certain Loan Agreement dated as of October 1, 2024 (the "Loan Agreement") between the Issuer and Rollins College (the "College"), which payments are unsecured general obligations of the College.

The proceeds of the Series 2024 Bonds will be loaned to the College and, together with other available funds of the College, will be used to: (i) finance and reimburse the construction, acquisition, renovation, improvement, equipping and furnishing of educational facilities on the campus of the College, including a new residential complex and a new tennis complex and (ii) pay all or a portion of the costs associated with the issuance of the Series 2024 Bonds. All capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Indenture or the Loan Agreement, as applicable.

The Series 2024 Bonds will be issued as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof and initially will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchases of beneficial ownership interests in the Series 2024 Bonds will be made in book-entry form only and purchasers will not receive physical delivery of bond certificates representing the beneficial ownership interests in the Series 2024 Bonds so purchased. Payments of principal of, redemption premium, if any, and interest on, any Series 2024 Bond will be made to Cede & Co., as nominee for DTC as registered owner of the Series 2024 Bonds, by the Trustee, in its capacity as registrar and paying agent, to be subsequently disbursed to the Beneficial Owners (as defined herein) of the Series 2024 Bonds.

Interest on the Series 2024 Bonds is payable semiannually on June 1 and December 1 of each year, commencing on December 1, 2024. The Series 2024 Bonds will bear interest at the rates per annum and, subject to the redemption provisions set forth herein, will mature on the dates and in the amounts set forth on the inside cover of this Official Statement.

Certain of the Series 2024 Bonds are subject to optional redemption and mandatory redemption prior to maturity, as described herein.

The Series 2024 Bonds are special, limited obligations of the Issuer payable solely from and secured by the Security, which primarily consists of the Loan Payments under the Loan Agreement. The Trustee will not have a mortgage on or security interest in the real property of the College. The obligations of the College under the Loan Agreement, which include the College's obligations with respect to the Series 2024 Bonds, are unsecured general obligations of the College. The College agrees to pay all such amounts due and payable under the Loan Agreement using any and all available resources of the College, as necessary. The College's obligations under the Loan Agreement are absolute and unconditional.

THE SERIES 2024 BONDS SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF FLORIDA (THE "STATE"), OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE, BUT SHALL BE PAYABLE SOLELY FROM AND SECURED BY THE SECURITY DESCRIBED IN THE INDENTURE. NEITHER THE STATE NOR THE ISSUER SHALL BE OBLIGATED TO PAY THE SERIES 2024 BONDS OR THE INTEREST THEREON EXCEPT FROM THE SECURITY DESCRIBED IN THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE SERIES 2024 BONDS. THE ISSUANCE OF THE SERIES 2024 BONDS BY THE ISSUER SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE ISSUER HAS NO TAXING POWER.

Investment in the Series 2024 Bonds is subject to certain risks as described herein.

This cover contains certain limited information for quick reference only. It is not, and is not intended to be, a summary of the matters relating to the Series 2024 Bonds. Potential investors must read the entire Official Statement (including the cover and all appendices attached hereto) to obtain information essential to the making of an informed investment decision.

The Series 2024 Bonds are offered when, as, and if issued by the Issuer and accepted by the Underwriter, subject to prior sale and to withdrawal or modification of the offer without any notice, and subject to the approving opinion of Bryant Miller Olive P.A., Orlando, Florida, Bond Counsel to the College. Certain legal matters will be passed upon for the Issuer by Squire Patton Boggs (US), LLP, Tampa, Florida. Certain legal matters will be passed upon for the College by Bryant Miller Olive P.A., Orlando, Florida, in its capacity as Special Counsel and Disclosure Counsel to the College. Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, P.A., Orlando, Florida. The Series 2024 Bonds are expected to be delivered through the book-entry system of DTC on or about October 31, 2024.

RAYMOND JAMES®

HIGHER EDUCATIONAL FACILITIES FINANCING AUTHORITY

**\$79,910,000
REVENUE BONDS
(ROLLINS COLLEGE PROJECT)
SERIES 2024**

**MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, PRICES, YIELDS AND INITIAL CUSIP
NUMBERS**

\$1,305,000 Series 2024 Serial Bonds

Maturity (December 1)	Principal Amount	Interest Rate	Price	Yield	Initial CUSIP Numbers*
2033	\$640,000	5.000%	113.582	3.260%	34073TPE1
2034	665,000	5.000	114.201	3.330	34073TPF8

\$1,005,000 5.000% Term Bond, Due December 1, 2027, Yield 2.830%, Price 106.361
Initial CUSIP Number: 34073TPD3*

\$1,445,000 5.000% Term Bond, Due December 1, 2036, Yield 3.470%^c, Price 112.921
Initial CUSIP Number: 34073TPG6*

\$1,580,000 5.000% Term Bond, Due December 1, 2038, Yield 3.540%^c, Price 112.287
Initial CUSIP Number: 34073TPH4*

\$1,750,000 5.000% Term Bond, Due December 1, 2040, Yield 3.720%^c, Price 110.677
Initial CUSIP Number: 34073TPJ0*

\$1,925,000 5.000% Term Bond, Due December 1, 2042, Yield 3.920%^c, Price 108.920
Initial CUSIP Number: 34073TPK7*

\$8,810,000 4.000% Term Bond, Due December 1, 2049, Yield 4.330%, Price 94.978
Initial CUSIP Number: 34073TPL5*

\$25,000,000 5.250% Term Bond, Due December 1, 2054, Yield 4.160%^c, Price 108.898
Initial CUSIP Number: 34073TPM3*

\$37,090,000 4.125% Term Bond, Due December 1, 2054, Yield 4.370%, Price 95.917
Initial CUSIP Number: 34073TPN1*

*Initial CUSIP numbers have been assigned to the Series 2024 Bonds by an organization not affiliated with the Issuer or the College and are included for the convenience of the owners of the Series 2024 Bonds only at the time of original issuance of the Series 2024 Bonds. Neither the Issuer, the Underwriter nor the College is responsible for the selection, use or accuracy of the CUSIP numbers nor is any representation made as to the accuracy of the CUSIP numbers as to the Series 2024 Bonds indicated above now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of such Series 2024 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of such maturity of the Series 2024 Bonds

^c Yield to first optional redemption date of December 1, 2034.

HIGHER EDUCATIONAL FACILITIES FINANCING AUTHORITY

BOND COUNSEL, SPECIAL COUNSEL AND DISCLOSURE COUNSEL TO THE COLLEGE

Bryant Miller Olive P.A.
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FINANCIAL ADVISOR TO THE COLLEGE

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COUNSEL TO THE ISSUER

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UNDERWRITER

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St. Petersburg, Florida

COUNSEL TO THE UNDERWRITER

Greenberg Traurig, P.A.
Orlando, Florida

No dealer, broker, salesman or any other person has been authorized by the Issuer, the College or the Underwriter to give any information or to make any representation, other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Issuer, the College, the Underwriter or any other person.

This Official Statement does not constitute a contract between the Issuer, the College, or the Underwriter and any one or more owners of the Series 2024 Bonds, nor does it constitute an offer to sell or the solicitation of an offer to buy the Series 2024 Bonds in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale in such jurisdiction.

The information set forth herein has been obtained from the Issuer (but only with respect to the information under the captions "THE ISSUER," "LITIGATION - The Issuer" and "DISCLOSURE REQUIRED BY SECTION 517.051(1), FLORIDA STATUTES"), the College, and other sources which are believed to be reliable. The Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guaranty 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 Issuer or the College since the date hereof or the earliest date as of which such information is given. Any statements in this Official Statement involving estimates, assumptions and matters of opinion, whether or not expressly stated, are intended as such and not as representations of fact.

THE SERIES 2024 BONDS HAVE NOT BEEN REGISTERED WITH THE U.S. SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAS THE INDENTURE BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2024 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2024 BONDS HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2024 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

U.S. Bank Trust Company, National Association, as Trustee, has not provided, reviewed or approved any information in this Official Statement. U.S. Bank Trust Company, National Association makes no representation as to the contents, accuracy, fairness or completeness of this Official Statement. U.S. Bank Trust Company, National Association has not evaluated the risks or propriety of any investment in the Series 2024 Bonds; and U.S. Bank Trust Company, National Association makes no representation as to the suitability or investment quality of the Series 2024 Bonds for any investor, the technical or financial feasibility or performance of the Issuer's business, or compliance with any securities, tax or other laws or regulations, about all of which U.S. Bank Trust Company, National Association expresses no opinion and expressly disclaims the expertise to evaluate.

In making an investment decision, investors must rely on their own examination of the College and the terms of the offering, including the merits and risks involved.

The order and placement of information in this Official Statement, including the appendices, are not an indication of relevance, materiality or relative importance, and this Official Statement, including the appendices, must be read in its entirety. The captions and headings in this Official Statement are for convenience only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provision or section in this Official Statement.

This Official Statement is being provided to prospective purchasers in electronic format on the following website: WWW.MUNIOS.COM. Prospective purchasers may rely on the information contained in this Official Statement in electronic format; provided, however, that prospective purchasers must read the entire Official Statement (including the cover and all appendices attached hereto) to obtain all of the information essential to the making of an informed investment decision.

ALL SUMMARIES HEREIN OF DOCUMENTS AND AGREEMENTS ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO SUCH DOCUMENTS AND AGREEMENTS, AND ALL SUMMARIES HEREIN OF THE SERIES 2024 BONDS ARE QUALIFIED IN THEIR ENTIRETY BY REFERENCE TO THE FORM THEREOF INCLUDED IN THE AFORESAID DOCUMENTS AND AGREEMENTS.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN, INCLUDING THE COLLEGE'S WEBSITE OR ANY OTHER WEBSITE CONTAINING INFORMATION ABOUT THE ISSUER OR THE COLLEGE, ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS OFFICIAL STATEMENT FOR ANY PURPOSE INCLUDING FOR PURPOSES OF RULE 15c2-12 PROMULGATED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION.

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TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
General.....	1
Authority for Issuance	1
The Issuer	1
The College.....	2
Purpose of the Series 2024 Bonds	2
Description of the Series 2024 Bonds	2
Security and Sources of Payment for the Series 2024 Bonds	3
Continuing Disclosure	3
Other Information	4
PLAN OF FINANCE.....	4
2024 Project.....	4
ESTIMATED SOURCES AND USES OF FUNDS	5
THE ISSUER	6
THE COLLEGE	6
DESCRIPTION OF THE SERIES 2024 BONDS.....	6
General.....	6
Redemption Provisions	7
Notice of Redemption.....	10
Selection of Series 2024 Bonds for Redemption.....	11
Registration, Transfer and Exchange.....	12
Other Indenture Provisions.....	13
BOOK-ENTRY-ONLY SYSTEM	13
SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS	15
Series 2024 Bonds Limited Obligations of the Issuer.....	15
Security	16
Loan Payments Unsecured General Obligations of the College	17
Negative Pledge on Revenues	17
Other Loan Agreement Provisions	18
Project Fund	18
Debt Service Fund	18
No Debt Service Reserve Fund Securing the Series 2024 Bonds.....	19
Moneys to be Held in Trust.....	19
Investment of Moneys	19
FINANCIAL FACTORS.....	20
Outstanding Indebtedness of the College.....	20
College Balance Sheet	22
ESTIMATED DEBT SERVICE REQUIREMENTS OF THE COLLEGE	23
The College's Employee Benefit Plans and Health Plans.....	24
CERTAIN BONDHOLDERS' RISKS.....	24
Payment of Debt Service.....	24
Dependence on Contributions and Other Income Sources	24
Investments	25
Cross Default.....	25
Enforceability of Remedies	25

Acceleration of the Series 2024 Bonds	25
Absence of Covenants Limiting Transfer of Cash or Other Assets	26
Facilities Not Pledged as Security	26
Competition.....	26
Accreditation.....	26
Climate Change and Extreme Weather Events	27
Comprehensive Disaster Recovery Plan	27
Cyber Security.....	27
Other Factors.....	28
Secondary Market and Prices	28
LITIGATION	29
The Issuer	29
The College.....	29
TAX MATTERS.....	29
The Series 2024 Bonds.....	29
Information Reporting and Backup Withholding.....	30
Other Tax Matters.....	31
Tax Treatment of Original Issue Discount	31
Tax Treatment of Bond Premium.....	32
CONTINUING DISCLOSURE.....	32
DISCLOSURE REQUIRED BY SECTION 517.051(1), FLORIDA STATUTES	32
LEGAL MATTERS.....	33
RATING	33
FINANCIAL ADVISOR.....	33
UNDERWRITING	34
FINANCIAL STATEMENTS.....	34
FORWARD-LOOKING STATEMENTS	34
MISCELLANEOUS.....	35
AUTHORIZATION OF AND CERTIFICATION OF OFFICIAL STATEMENT.....	36
APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE	
APPENDIX B - AUDITED FINANCIAL STATEMENTS OF THE COLLEGE FOR THE FISCAL YEARS ENDED MAY 31, 2024 AND 2023	
APPENDIX C - FORM OF INDENTURE AND DEFINITIONS APPENDIX	
APPENDIX D - FORM OF LOAN AGREEMENT	
APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT	
APPENDIX F - FORM OF OPINION OF BOND COUNSEL	

OFFICIAL STATEMENT
relating to
\$79,910,000
HIGHER EDUCATIONAL FACILITIES FINANCING AUTHORITY
REVENUE BONDS
(ROLLINS COLLEGE PROJECT)
SERIES 2024

INTRODUCTION

General

The purpose of this Official Statement, including the cover, inside cover, and the appendices attached hereto, is to provide certain information in connection with the issuance and sale by the Higher Educational Facilities Financing Authority (the "Issuer") of \$79,910,000 in aggregate principal amount of its Revenue Bonds (Rollins College Project), Series 2024 (the "Series 2024 Bonds").

This Introduction is not a summary of this Official Statement and is intended only for quick reference. It is only a brief description of and guide to, and is qualified in its entirety by reference to, the more complete and detailed information contained in the entire Official Statement, including the cover and the appendices attached hereto, and the documents summarized or described herein. A full review should be made of the entire Official Statement and of the documents summarized or described herein, if necessary. The offering of the Series 2024 Bonds to potential investors is made only by means of the entire Official Statement, including the appendices attached hereto. No person is authorized to detach this Introduction from this Official Statement or to otherwise use it without the entire Official Statement, including the appendices attached hereto.

All capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Trust Indenture dated as of October 1, 2024 (the "Indenture"), by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented and amended, or the Loan Agreement dated as of October 1, 2024 (the "Loan Agreement"), by and between Rollins College ("Rollins" or the "College") and the Issuer, as applicable. See "APPENDIX C - FORM OF INDENTURE AND DEFINITIONS APPENDIX" and "APPENDIX D - FORM OF LOAN AGREEMENT" attached hereto.

Authority for Issuance

The Series 2024 Bonds will be issued pursuant to the Indenture and under the authority of and in full compliance with the Constitution and the laws of the State of Florida (the "State"), including particularly the Higher Educational Facilities Financing Act, Chapter 243, Part II, Florida Statutes (the "Act").

The Issuer

The Issuer is a public body corporate and politic created and existing under the laws of the State pursuant to the provisions of the Act. The purpose of the Act, as stated therein, is to provide a measure of assistance and an alternative method enabling private institutions of higher education of the State to

provide the facilities and structures that they need and to enable those institutions to coordinate their budgetary needs with the timing of receipt of tuition revenues. See "THE ISSUER" herein.

The College

Rollins is a private not-for-profit educational institution organized and existing under the laws of the State and is a qualified 501(c)(3) organization. The College was established on the shores of Lake Virginia in Winter Park, Florida by charter in 1885. Winter Park is a primarily residential community located in Central Florida, approximately five miles northeast of Orlando, Florida. See "THE COLLEGE" and "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE" attached hereto for financial, operational and other information regarding the College, and "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF THE COLLEGE FOR THE FISCAL YEARS ENDED MAY 31, 2024 and 2023" attached hereto for the College's audited financial statements for the Fiscal Years ended May 31, 2024 and 2023.

Purpose of the Series 2024 Bonds

The proceeds of the Series 2024 Bonds will be loaned to the College and, together with other available funds of the College, will be used to: (i) finance and reimburse the construction, acquisition, renovation, improvement, equipping and furnishing of educational facilities on the campus of the College, including a new residential complex and a new tennis complex (the "2024 Project") and (ii) pay all or a portion of the costs associated with the issuance of the Series 2024 Bonds. See "PLAN OF FINANCE" and "ESTIMATED SOURCES AND USES OF FUNDS" herein and APPENDIX A GENERAL INFORMATION REGARDING ROLLINS COLLEGE - "HOUSING AND THE 2024 RESIDENCE HALL PROJECT - The 2024 Residence Hall Project" attached hereto.

Description of the Series 2024 Bonds

The Series 2024 Bonds will be dated the date of their delivery, will be issued as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof, and will bear interest at the rates per annum and, subject to the redemption provisions set forth herein, will mature on the dates and in the amounts set forth on the inside cover of this Official Statement. Interest on the Series 2024 Bonds is payable semiannually on June 1 and December 1 of each year, commencing on December 1, 2024. See "DESCRIPTION OF THE SERIES 2024 BONDS - General" herein.

Certain of the Series 2024 Bonds are subject to optional redemption and mandatory redemption prior to maturity, as described herein. See "DESCRIPTION OF THE SERIES 2024 BONDS - Redemption Provisions" herein.

The Series 2024 Bonds will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). Purchases of beneficial ownership interests in the Series 2024 Bonds will be made in book-entry form only and purchasers will not receive physical delivery of bond certificates representing the beneficial ownership interests in the Series 2024 Bonds so purchased. Payments of principal of, redemption premium, if any, and interest on, any Series 2024 Bond will be made to Cede & Co., as nominee for DTC as registered owner of the Series 2024 Bonds, by the Trustee, in its capacity as registrar and paying agent, to be subsequently disbursed to the Beneficial Owners (as defined herein) of the Series 2024 Bonds. See "BOOK-ENTRY-ONLY SYSTEM" herein.

Security and Sources of Payment for the Series 2024 Bonds

The Series 2024 Bonds are special, limited obligations of the Issuer payable solely from and secured by the Security (as defined herein), which primarily consists of the Loan Payments (as defined herein) under the Loan Agreement, which payments are unsecured general obligations of the College. The Trustee will not be granted, and the Series 2024 Bonds, will not be secured by, a mortgage on or security interest in any real property of the College. The obligations of the College under the Loan Agreement, which include the College's obligations with respect to the Series 2024 Bonds, as further described below, are unsecured general obligations of the College. The College agrees to pay all amounts due and payable under the Loan Agreement using any and all available resources of the College, as necessary. The College's obligations under the Loan Agreement are absolute and unconditional.

THE SERIES 2024 BONDS SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE, OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE, BUT SHALL BE PAYABLE SOLELY FROM AND SECURED BY THE SECURITY DESCRIBED IN THE INDENTURE. NEITHER THE STATE NOR THE ISSUER SHALL BE OBLIGATED TO PAY THE SERIES 2024 BONDS OR THE INTEREST THEREON EXCEPT FROM THE SECURITY DESCRIBED IN THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, OR THE INTEREST ON THE SERIES 2024 BONDS. THE ISSUANCE OF THE SERIES 2024 BONDS BY THE ISSUER SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE ISSUER HAS NO TAXING POWER.

See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS," "FINANCIAL FACTORS," "CERTAIN BONDHOLDERS' RISKS - Effectiveness of Security Interest in the Security" herein, "APPENDIX C - FORM OF INDENTURE AND DEFINITIONS APPENDIX" and "APPENDIX D - FORM OF LOAN AGREEMENT" attached hereto.

Continuing Disclosure

The College has undertaken all responsibility for continuing disclosure required by Rule 15c2-12(b)(5) of the U.S. Securities and Exchange Commission (the "SEC") promulgated pursuant to the Securities Exchange Act of 1934, as in effect on the date hereof (the "Rule"), as described below, with respect to the Series 2024 Bonds, and the Issuer will have no liability or responsibility to Beneficial Owners of the Series 2024 Bonds or any other person with respect to such continuing disclosure.

In order to assist the Underwriter listed on the cover hereof (the "Underwriter") in complying with the Rule, simultaneously with the issuance of the Series 2024 Bonds, the College will enter into a Continuing Disclosure Agreement (the "Disclosure Agreement") with Digital Assurance Certification, L.L.C. ("DAC"), as initial dissemination agent, under which the College will be obligated to provide continuing disclosure with respect to the Series 2024 Bonds. See "CONTINUING DISCLOSURE" herein and "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" attached hereto for more information regarding the Disclosure Agreement and the information to be provided.

Other Information

This Official Statement speaks only as of its date, and the information contained herein is subject to change. This Official Statement and the appendices attached hereto contain brief descriptions of, among other matters, the Issuer, the College, the Series 2024 Bonds, the sources of payment for the Series 2024 Bonds, the Indenture, the Loan Agreement and the Disclosure Agreement. Such descriptions and information do not purport to be comprehensive or definitive. The summaries of various constitutional provisions, statutes, the Indenture, the Loan Agreement, the Disclosure Agreement and other documents are intended as summaries only and are qualified in their entirety by reference to such documents, and references herein to the Series 2024 Bonds are qualified in their entirety by reference to the form thereof included in the Indenture. Copies of the Indenture, the Loan Agreement, the Disclosure Agreement and other relevant documents and information are available, upon written request and payment of a charge for copying, mailing and handling, from the College, 1000 Holt Avenue, Winter Park, Florida, 32789, telephone (407) 691-1738.

PLAN OF FINANCE

2024 Project

A portion of the proceeds of the Series 2024 Bonds will be used by the College to finance, refinance or reimburse the costs of the 2024 Project, including a portion of the costs of the following: (i) the acquisition, construction, and equipping of a 297 bed residence hall that will feature academic classrooms, a campus security facility, a cafe, and a student lounge; (ii) a tennis complex; and (iii) other capital improvements to the educational facilities of Rollins College that are essential or convenient for the operations of Rollins College, all located or to be located at the main campus of Rollins College, and other costs and expenses of the issue as authorized by Section 243.52(4), Florida Statutes. Approximately \$71.5 million of the proceeds of the Series 2024 Bonds will be used for the 2024 Residence Hall Project and approximately \$9.0 million of the proceeds of the Series 2024 Bond will be used for the tennis complex. See "APPENDIX A – GENERAL INFORMATION REGARDING ROLLINS COLLEGE - HOUSING AND THE 2024 RESIDENCE HALL PROJECT -- The 2024 Residence Hall Project" attached hereto.

Notwithstanding anything expressed or implied in the Indenture or the Loan Agreement to the contrary, the College may substitute any other improvements to any of its facilities for all or any of the 2024 Project and may finance such substituted improvements from the available proceeds of the Series 2024 Bonds so long as such substitutions do not, individually or in the aggregate, (a) result in a violation of the covenants in the Loan Agreement, or (b) cause the 2024 Project to cease to qualify for bond financing under the Act, or (c) cause interest on the Series 2024 Bonds to be included in the gross income of the holders thereof.

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ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2024 Bonds are expected to be applied as follows:

	Series 2024
Sources of Funds	
Par Amount of Series 2024 Bonds	\$79,910,000.00
Plus Net Original Issue Premium	1,252,367.15
TOTAL SOURCES	<hr/> \$81,162,367.15
Uses of Funds	
2024 Project	\$80,500,000.00
Costs of Issuance ⁽¹⁾	662,367.15
TOTAL USES	<hr/> \$81,162,367.15

⁽¹⁾ Includes Underwriter's discount, legal and accounting fees, consultation fees, trustee fees, rating agency fee, printing costs and other miscellaneous fees and costs.

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THE ISSUER

The Issuer is a public body corporate and politic created and existing under the laws of the State pursuant to the provisions of the Act. The Issuer is authorized to issue the Series 2024 Bonds and to secure the Series 2024 Bonds by an assignment of the payments to be received by it from the College under the Loan Agreement. In order to accomplish the foregoing, the Issuer is authorized to enter into the Indenture and the Loan Agreement. The Series 2024 Bonds will be special, limited obligations of the Issuer. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS" herein, "APPENDIX C - FORM OF INDENTURE AND DEFINITIONS APPENDIX" and "APPENDIX D - FORM OF LOAN AGREEMENT" attached hereto.

The Issuer assumes no responsibility as to the accuracy, adequacy or completeness of the information in this Official Statement, other than with respect to the accuracy of the information relating to the Issuer under this caption, "LITIGATION - The Issuer" and "DISCLOSURE REQUIRED BY SECTION 517.051(1), FLORIDA STATUTES" herein.

THE COLLEGE

The College is a private, not-for-profit educational institution organized and existing under the laws of the State and is a qualified 501(c)(3) organization. The College was established on the shores of Lake Virginia in Winter Park, Florida by charter in 1885. Winter Park is a primarily residential community located in Central Florida, approximately five miles northeast of Orlando, Florida. See "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE" hereto for information regarding the College, including, but not limited to, management, faculty, staff, enrollment, housing and other operational information, as well as historical financial results. See also "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF THE COLLEGE FOR THE FISCAL YEARS ENDED MAY 31, 2024 and 2023" hereto for the College's comparative audited financial statements for the Fiscal Years ended May 31, 2024 and 2023, respectively.

DESCRIPTION OF THE SERIES 2024 BONDS

General

The Series 2024 Bonds will be dated the date of their delivery, will bear interest at the rates per annum and, subject to the redemption provisions set forth herein, will mature on the dates and in the amounts, set forth on the inside cover of this Official Statement. Interest on the Series 2024 Bonds will be payable in arrears on each June 1 and December 1 (each an "Interest Payment Date"), commencing December 1, 2024, until maturity or prior redemption. Interest on the Series 2024 Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

The Series 2024 Bonds will be issued as fully registered bonds, without coupons, in denominations of \$5,000 or any integral multiple thereof and initially will be registered in the name of Cede & Co., as nominee of DTC. Purchases of beneficial ownership interests in the Series 2024 Bonds will be made in book-entry form only and purchasers will not receive physical delivery of bond certificates representing the beneficial ownership interests in the Series 2024 Bonds so purchased. Payments of principal of, redemption premium, if any, and interest on, any Series 2024 Bond will be made to Cede & Co., as nominee for DTC as registered owner of the Series 2024 Bonds, by the Trustee, in its capacity as

registrar and paying agent, to be subsequently disbursed to the Beneficial Owners (as defined herein) of the Series 2024 Bonds. See "BOOK-ENTRY-ONLY SYSTEM" herein.

The interest payable on each Series 2024 Bond on any Interest Payment Date shall be paid by the Trustee to the registered Owner of such Series 2024 Bond as shown on the bond register at the close of business on the Regular Record Date for such interest, (a) by check mailed to such registered Owner at his address as it appears on the bond register or at such other address as is furnished to the Trustee in writing by such Owner, or (b) with respect to Series 2024 Bonds if such Series 2024 Bonds are held by a Securities Depository, or at the written request addressed to the Trustee by any registered Owner of Series 2024 Bonds in the aggregate principal amount of at least \$1,000,000, by electronic wire transfer in immediately available funds for credit to the ABA routing number and account number filed with the Trustee no later than five Business Days before an Interest Payment Date, but no later than a Regular Record Date for any interest payment, that all such payments be made by wire transfer.

Interest on any Series 2024 Bond that is due and payable but not paid on the date due ("Defaulted Interest") shall cease to be payable to the Owner of such Series 2024 Bond on the relevant Regular Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on a special record date (the "Special Record Date") for the payment of such Defaulted Interest, which Special Record Date shall be fixed in the following manner. The College shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Series 2024 Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof) and shall deposit with the Trustee at the time of such notice an amount of money in immediately available funds equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment; money deposited with the Trustee shall be held in trust for the benefit of the Owners of the Series 2024 Bonds entitled to such Defaulted Interest as provided in the Indenture. Following receipt of such funds the Trustee shall fix the Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 calendar days prior to the date of the proposed payment and not less than 10 calendar days after the receipt of such funds by the Trustee. The Trustee shall promptly notify the College of such Special Record Date and, in the name and at the expense of the College, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first class postage prepaid, to each Owner of a Series 2024 Bond entitled to such notice at the address of such Owner as it appears on the bond register not less than 10 calendar days prior to such Special Record Date.

Redemption Provisions

The Series 2024 Bonds are subject to redemption prior to their stated maturity dates as follows:

Optional Redemption. The Series 2024 Bonds are subject to redemption by the Issuer, acting at the written direction of the College, prior to maturity, in whole or in part (and if in part, in such order of maturity as the College shall specify in writing to the Trustee or designating which Amortization Installments with respect to Term Bonds to be redeemed in part as further set forth in the Indenture), as follows:

The Series 2024 Bonds maturing on and after December 1, 2035, are subject to redemption prior to maturity on December 1, 2034, and on any date thereafter, any such redemption to be at a price equal to

100% of the principal amount or Amortization Installment, as applicable, to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Mandatory Redemption. (i) The Series 2024 Bonds maturing on December 1, 2027 (the "2027 Term Bonds"), shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2026	\$520,000
2027*	485,000

* Final Maturity

(ii) The Series 2024 Bonds maturing on December 1, 2036 (the "2036 Term Bonds") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2035	\$705,000
2036*	740,000

* Final Maturity

(iii) The Series 2024 Bonds maturing on December 1, 2038 (the "2038 Term Bonds") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2037	\$770,000
2038*	810,000

* Final Maturity

(iv) The Series 2024 Bonds maturing on December 1, 2040 (the "2040 Term Bonds") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2039	\$855,000
2040*	895,000

* Final Maturity

(v) The Series 2024 Bonds maturing on December 1, 2042 (the "2042 Term Bonds") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2041	\$940,000
2042*	985,000

* Final Maturity

(vi) The Series 2024 Bonds maturing on December 1, 2049 (the "2049 Term Bonds") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2043	\$1,035,000
2044	1,080,000
2045	1,120,000
2046	1,165,000
2047	1,510,000
2048	1,420,000
2049*	1,480,000

* Final Maturity

(vii) The Series 2024 Bonds maturing on December 1, 2054, bearing interest at 5.250%, (the "5.250% 2054 Term Bonds") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2050	\$ 720,000
2051	5,670,000
2052	5,930,000
2053	6,195,000
2054*	6,485,000
* Final Maturity	

(viii) The Series 2024 Bonds maturing on December 1, 2054 bearing interest at 4.125% (the "4.125% 2054 Term Bonds") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2050	\$ 825,000
2051	8,465,000
2052	8,855,000
2053	9,265,000
2054*	9,680,000
* Final Maturity	

The Issuer shall receive a credit against its obligation to pay an Amortization Installment of the above referenced Term Bonds, in an amount equal to the principal amount of any Term Bonds which: (i)(A) have been up to that time purchased by or on behalf of the College on the open market and surrendered to the Trustee for cancellation, or (B) have been up to that time redeemed pursuant to an optional redemption; and (ii) for which such a credit has not been previously given.

Notice of Redemption

Unless waived by any Owner of Series 2024 Bonds subject to redemption, official notice of any such redemption shall be given by the Trustee on behalf of the Issuer by mailing a copy of an official redemption notice by registered, certified or first class mail, at least 20 calendar days prior to the redemption date to each registered Owner of the Series 2024 Bonds to be redeemed at the address shown on the bond register or at such other address as is furnished in writing by such registered Owner to the Trustee.

All official notices of redemption shall be dated and shall state:

- (a) the date fixed for redemption;
- (b) the redemption price;

(c) the principal amount of Series 2024 Bonds to be redeemed and, if less than all Series 2024 Bonds are to be redeemed, the identification number and maturity date (and, in the case of partial redemption, the respective principal amounts or Amortization Installment) of the Series 2024 Bonds to be redeemed;

(d) that on the redemption date the redemption price will become due and payable upon each such Series 2024 Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date (provided that such notice of optional redemption may state that such redemption is conditioned upon sufficient funds to pay the redemption price being on deposit with the Trustee or other Paying Agent on the redemption date and if sufficient funds to pay the redemption price are not on deposit with the Trustee or other Paying Agent on the redemption date, then the redemption shall not occur and the parties shall be restored to their respective positions as if no notice had been transmitted); and

(e) the place where the Series 2024 Bonds to be redeemed are to be surrendered or tendered through DTC for payment of the redemption price, which place of payment shall be designated corporate trust office of the Trustee or other Paying Agent.

The failure of any Owner of Series 2024 Bonds to receive notice given as provided in the Indenture, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Series 2024 Bonds. Any notice mailed as provided in the Indenture shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

In addition to the foregoing notice, further notice shall be given by the Trustee on behalf of the Issuer at least 20 calendar days before the redemption date by registered, certified or first class mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Series 2024 Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Series 2024 Bonds. No defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed in the Indenture.

So long as the Securities Depository is effecting book-entry transfers of the Series 2024 Bonds, the Trustee shall provide the notices specified in the Indenture only to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Series 2024 Bond (having been mailed notice from the Trustee, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Series 2024 Bond so affected, shall not affect the validity of the redemption of such Series 2024 Bond.

Selection of Series 2024 Bonds for Redemption

The Series 2024 Bonds may be redeemed only in the principal amount of Minimum Authorized Denominations of the Series 2024 Bonds or any integral multiple thereof. If less than all Series 2024 Bonds are to be redeemed pursuant to the Indenture, such Series 2024 Bonds shall be redeemed from the maturity or maturities or Amortization Installments selected by the College (except if required otherwise

to preserve tax exemption). If less than all Series 2024 Bonds of any maturity are to be redeemed, the particular Series 2024 Bonds to be redeemed or Amortization Installments to be paid shall be selected by the Trustee from the Series 2024 Bonds of such maturity or Amortization Installments, as applicable, which have not previously been called for redemption or paid, by lot and which lottery may provide for the selection for redemption or payment of portions equal to Minimum Authorized Denominations of the principal of Series 2024 Bonds of a denomination larger than such Minimum Authorized Denominations.

The Trustee shall promptly notify the Issuer and the College in writing of the Series 2024 Bonds selected for redemption and, in the case of any Series 2024 Bond selected for partial redemption, the principal amount thereof to be redeemed.

Registration, Transfer and Exchange

For so long as the Series 2024 Bonds are held in book-entry form, the Series 2024 Bonds will be registered, transferred and exchanged in accordance with the rules of the Securities Depository. See "BOOK-ENTRY-ONLY SYSTEM" herein.

The Trustee shall cause to be kept at its designated corporate trust office a bond register in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Bonds as provided in the Indenture. Series 2024 Bonds may be transferred or exchanged only upon the bond register maintained by the Trustee, as bond registrar, as provided in the Indenture. Upon surrender for transfer or exchange of any Series 2024 Bond at the designated corporate trust office or other designated payment office of the Trustee, the Issuer shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Series 2024 Bonds of the same maturity, of any authorized denominations and of a like aggregate principal amount.

Every Series 2024 Bond presented or surrendered for transfer or exchange shall (if so required by the Trustee, as bond registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Trustee, as bond registrar, duly executed by the Owner thereof or his attorney or legal representative duly authorized in writing.

All Series 2024 Bonds issued upon any transfer or exchange of Series 2024 Bonds shall be the valid obligations of the Issuer, evidencing the same debt, and entitled to the same security and benefits under the Indenture, as the Series 2024 Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Series 2024 Bonds, but the Trustee or Securities Depository may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Series 2024 Bonds, and such charge shall be paid before any such new Series 2024 Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the College. In the event any registered Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered Owner under the Indenture or under the Series 2024 Bonds.

The Trustee shall not be required (a) to transfer or exchange any Series 2024 Bond during a period beginning at the opening of business 15 calendar days before the day of the mailing of a notice of redemption of such Series 2024 Bond and ending at the close of business on the day of such mailing, or (b) to transfer or exchange any Series 2024 Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Regular Record Date for such Series 2024 Bonds and ending at the close of business on the relevant Interest Payment Date therefor.

The Person in whose name any Series 2024 Bond is registered on the bond register shall be deemed and regarded as the absolute Owner thereof for all purposes, except as otherwise provided in the Indenture, and payment of or on account of the principal of and premium, if any, and interest on any such Series 2024 Bond shall be made only to or upon the order of the registered Owner thereof or his legal representative, but such registration may be changed as provided in the Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Series 2024 Bond to the extent of the sum or sums so paid.

Other Indenture Provisions

Covenants and obligations of the Issuer and rights of Bondowners including, but not limited to, defaults, remedies, acceleration, control of proceedings by Bondowners, application of moneys after events of default, amendments and supplements to the Indenture and Loan Agreement with and without Bondowners' consent and satisfaction and discharge of the Indenture are included in "APPENDIX C-FORM OF INDENTURE AND DEFINITIONS APPENDIX" hereto and such provisions should be read in their entirety.

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC and neither the Issuer, the College nor the Underwriter make any representation or warranty or take any responsibility for the accuracy or completeness of such information.

DTC will act as securities depository for the Series 2024 Bonds. The Series 2024 Bonds will be issued as fully registered securities, registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Series 2024 Bond certificate will be issued for each maturity of the Series 2024 Bonds as set forth on the inside front cover of this Official Statement, each in the aggregate principal amount of such maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-

U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2024 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2024 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2024 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2024 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2024 Bonds, except in the event that use of the book-entry system for the Series 2024 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2024 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2024 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2024 Bonds, DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2024 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 Series 2024 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2024 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Indenture. For example, Beneficial Owners of Series 2024 Bonds may wish to ascertain that the nominee holding the Series 2024 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 bond registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2024 Bonds within a series or maturity of a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2024 Bonds unless authorized by a Direct Participant in accordance with DTC's procedures.

Under its usual procedures, DTC mails an Omnibus Proxy to the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2024 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy). Principal, premium, if any, and interest payments on the Series 2024 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 Paying Agent on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption premium, if any, and interest on the Series 2024 Bonds, as applicable, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2024 Bonds at any time by giving reasonable notice to the Issuer or Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2024 Bond certificates are required to be printed and delivered.

The Issuer may discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, the Issuer shall, at the sole cost and expense of the College, cause certificated Series 2024 Bonds to be printed, executed by the Issuer and delivered to the Trustee for authentication and delivery to the Persons who are the Beneficial Owners of the Series 2024 Bonds. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2024 BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE HOLDER OF THE SERIES 2024 BONDS OR REGISTERED OWNERS OF THE SERIES 2024 BONDS SHALL MEAN DTC AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2024 BONDS.

NONE OF THE ISSUER, THE COLLEGE OR THE TRUSTEE SHALL HAVE ANY OBLIGATION WITH RESPECT TO ANY DEPOSITORY PARTICIPANT OR BENEFICIAL OWNER OF THE SERIES 2024 BONDS DURING SUCH TIME AS THE SERIES 2024 BONDS ARE REGISTERED IN THE NAME OF A SECURITIES DEPOSITORY PURSUANT TO A BOOK-ENTRY-ONLY SYSTEM OF REGISTRATION.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS

Series 2024 Bonds Limited Obligations of the Issuer

THE SERIES 2024 BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY OUT OF PAYMENTS BY THE COLLEGE PURSUANT TO THE LOAN AGREEMENT (THE "LOAN PAYMENTS"), CERTAIN PROCEEDS OF THE SERIES 2024 BONDS AND INCOME FROM THE

TEMPORARY INVESTMENT THEREOF. THE TRUSTEE WILL NOT HAVE A MORTGAGE ON OR SECURITY INTEREST IN THE REAL PROPERTY OF THE COLLEGE.

THE SERIES 2024 BONDS SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE, OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE, BUT SHALL BE PAYABLE SOLELY FROM AND SECURED BY THE SECURITY DESCRIBED IN THE INDENTURE. NEITHER THE STATE NOR THE ISSUER SHALL BE OBLIGATED TO PAY THE SERIES 2024 BONDS OR THE INTEREST THEREON EXCEPT FROM THE SECURITY DESCRIBED IN THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THE SERIES 2024 BONDS. THE ISSUANCE OF THE SERIES 2024 BONDS BY THE ISSUER SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE ISSUER HAS NO TAXING POWER.

Security

As set forth in the Indenture, the "Security" includes all of the Issuer's right, title and interest to and in the following:

(a) the Loan Agreement, including but not limited to the Loan Payments, but expressly not including the Reserved Rights which are retained by the Issuer for its own benefit;

(b) all moneys and securities from time to time held by the Trustee under the Indenture in the Debt Service Fund, the Project Fund or any other Fund that may be hereafter established with the Trustee under the terms of the Indenture, but expressly not including the moneys and securities held from time to time in the Rebate Fund which shall be held by the Trustee for the sole and exclusive purpose of paying any Rebate Amounts that may be or become owing with respect to the Series 2024 Bonds;

(c) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under the Indenture by the Issuer or by anyone in its behalf or with its written consent, to the Trustee, which is authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof; and

(d) all of the proceeds of the foregoing, in particular investment income derived therefrom.

Additionally, the Security includes the security interest granted by the College to the Issuer and the Trustee (in the case of the Trustee, for the benefit of the Owners of the Series 2024 Bonds) pursuant to the Loan Agreement, including a security interest pursuant to Article 8 or Article 9 of the Uniform Commercial Code, as applicable, in the moneys and investments at any time held in the Funds established with the Trustee under the Indenture, and any proceeds thereof and investment earnings thereon, to be perfected by control of such moneys by the Trustee (as the assignee of the Issuer's rights and interests under the Loan Agreement) or the filing of a financing statement, as applicable; provided that, notwithstanding the foregoing or anything else expressed or implied in the Loan Agreement or in the Indenture to the contrary, the security interest in the Rebate Fund (and any and all accounts therein)

granted by the College to the Issuer as aforesaid shall be held as security only for the payment of the Rebate Amounts that may be or become owing, and shall not serve as security for any other purpose. See "CERTAIN BONDHOLDERS' RISKS - Effectiveness of Security Interest in the Security" herein.

Loan Payments Unsecured General Obligations of the College

The obligations of the College under the Loan Agreement, which include the College's obligation to make Loan Payments are unsecured general obligations of the College. The College has agreed to pay all such amounts due and payable under the Loan Agreement using any and all available resources of the College, as necessary. The College's obligations under the Loan Agreement are absolute and unconditional, and the College shall make Loan Payments and other payments due under the Loan Agreement and perform its obligations, covenants and agreements under the Loan Agreement, without notice or demand, and without abatement, deduction, set off, counterclaim, recoupment, discrimination or defense or any right of termination or cancellation arising from any circumstances whatsoever, and regardless of the invalidity of any portion of the Loan Agreement, and, to the extent permitted by law, the College waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under the Loan Agreement or which releases or purports to release the College therefrom.

See "FINANCIAL FACTORS" herein for a description of the outstanding indebtedness of the College and the estimated annual debt service requirements of the College with respect to the outstanding indebtedness and the Series 2024 Bonds.

Negative Pledge on Revenues

Pursuant to the Loan Agreement, the College has agreed that it will not grant, create, incur or assume any Lien on all or any portion of the hereinafter defined Revenues, except "Permitted Encumbrances," which include:

(a) any right reserved to any municipality or other public authority by the terms of any franchise, grant, license or provision of law affecting Revenues and any Lien on Revenues for taxes, assessments or other municipal charges so long as such charges are not due and payable or not delinquent (or, if due or delinquent, the amount or validity of such charges is being contested in good faith with due diligence and execution of any such Lien is stayed);

(b) any Lien on or other restriction on use of Revenues received by the College through a gift, grant or bequest constituting a restriction imposed by the donor, grantor or testator on such gift, grant or bequest (or the income therefrom), provided that any such Lien or other restriction on use may not be extended, renewed or modified in any material way or applied to any additional Revenues of the College unless it would otherwise qualify as a Permitted Encumbrance;

(c) Liens on Revenues generated by any capital project acquired, constructed or substantially rehabilitated by the College which Revenues are pledged to the repayment of Indebtedness incurred in connection with such capital project; and

(d) Liens on or restrictions on use of insurance (other than business interruption) and condemnation proceeds of the College and its Affiliates.

"Revenues" shall mean for any period, (a) unrestricted and temporarily restricted operating revenues, plus (b) revenues from unrestricted and temporarily restricted non-operating activities; provided, however, no determination thereof shall take into account any revenues then subject to a Permitted Encumbrance.

Other Loan Agreement Provisions

The Loan Agreement contains additional covenants of the College concerning, among others, the maintenance of all of its property used or useful in the conduct of its business and operations, operating the 2024 Project financed or refinanced by the Series 2024 Bonds as a "project" within the meaning of the Act, indemnity, maintenance of its status as an organization described in Section 501(c)(3) of the Code and its exemption from federal income taxation under Section 501(a) of the Code and maintenance of its existence. See "APPENDIX D - FORM OF LOAN AGREEMENT" hereto which should be read in its entirety.

Project Fund

The Trustee shall deposit and credit to the Project Fund, as and when received, any amount required to be deposited into the Project Fund pursuant to the Indenture. Amounts transferred to the Project Fund shall be applied by the Trustee towards the payment of Project Costs pursuant to the filing of a requisition by the College. Any amounts (including investment proceeds) remaining in the Project Fund on the date which is three (3) months following the completion of the 2024 Project, shall be transferred to the Debt Service Fund.

Debt Service Fund

The Indenture requires the Trustee to deposit and credit to the Debt Service Fund, as and when received, all Loan Payments made by the College pursuant to the Loan Agreement, along with certain interest earnings and other income on Permitted Investments along with all other moneys received by the Trustee under and pursuant to the Indenture or the Loan Agreement as directed by the person depositing such moneys. The Indenture authorizes and directs the Trustee to withdraw sufficient funds from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Series 2024 Bonds as the same become due and payable at maturity or upon redemption.

The Indenture also requires the Trustee, upon the written instructions from the College, to use excess moneys in the Debt Service Fund to redeem all or part of the Series 2024 Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the College, in accordance with the provisions of the Indenture, so long as the College is not in default with respect to any payments under the Loan Agreement and to the extent said moneys are in excess of the amount required for payment of Series 2024 Bonds which have matured or have been called for redemption. The College may cause such excess money in the Debt Service Fund or such part thereof or other moneys of the College, as the College may direct, to be applied by the Trustee on a best efforts basis for the purchase of the Series 2024 Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

No Debt Service Reserve Fund Securing the Series 2024 Bonds

The Series 2024 Bonds will not be secured by a debt service reserve fund.

Moneys to be Held in Trust

All moneys deposited with or paid to the Trustee for the funds and accounts held under the Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of the Indenture shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of the Indenture and the Loan Agreement, and, until used or applied as provided in the Indenture, and except as provided with respect to funds held to pay the redemption price on Bonds that have been called for redemption or have been discharged in accordance with the Indenture and except for moneys in the Rebate Fund, shall constitute part of the Security and be subject to the lien, terms and provisions of the Indenture and shall not be commingled with any other funds of the Issuer or the College except as described under "-Investment of Moneys" below for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received under the Indenture except as may be agreed upon.

Investment of Moneys

Moneys held in each of the funds and accounts under the Indenture shall, pursuant to written directions of the Borrower Representative or an investment manager designated in writing by the Borrower Representative, be invested and reinvested by the Trustee in accordance with the provisions of the Indenture in Permitted Investments which mature or are subject to redemption by the Owner thereof prior to the date such funds are expected to be needed; provided that moneys on deposit in the Debt Service Fund shall only be invested in Government Obligations which, under the applicable laws of the State, are permissible investments for moneys of the State. The Trustee may conclusively presume that any investment direction given by the College relating to Government Obligations to be invested for the Debt Service Fund are permissible investments for moneys of the State. The Trustee may make any investments permitted by the provisions of this Section through its own bond department or short-term investment department and may pool moneys for investment purposes. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Fund or account in which such moneys are originally held. The interest accruing on each Fund or account and any profit realized from such Permitted Investments (other than any amounts required to be deposited in the Rebate Fund pursuant to Section 404 of the Indenture) shall be credited to such Fund or account, and any loss resulting from such Permitted Investments shall be charged to such Fund or account. The Trustee shall sell or present for redemption and reduce to cash a sufficient amount of such Permitted Investments whenever it shall be necessary to provide moneys in any fund or account for the purposes of such Fund or account and the Trustee shall not be liable for any loss resulting from such investments.

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FINANCIAL FACTORS

Outstanding Indebtedness of the College

The following table presents the aggregate principal amount of outstanding indebtedness and capital leases payable from the College's general revenues as of May 31, 2024.

Outstanding Indebtedness	Final Maturity	Interest Rate ⁽¹⁾	Principal Amount Outstanding
Series 2012B Bonds	2032	Fixed 3.52%	\$9,160,000
Series 2016A Bonds	2046	Fixed 3.39%	14,635,000
Series 2016B Bonds	2036	Fixed 2.95%	19,940,000
2016 Taxable Note	2026	Fixed 2.96%	7,663,000
Series 2020A Bonds	2050	Fixed 3.54%	122,060,000
Series 2020B Bonds	2034	Fixed 2.76%	26,000,000
2022 Taxable Loan	2047	Fixed 4.00%	20,156,692
Total Indebtedness			\$219,614,692

Source: Rollins College

(1) Reflects average coupon rate for remaining maturities.

Series 2012B Bonds. The Higher Educational Facilities Financing Authority Revenue Refunding Bonds (Rollins College), Series 2012B (the "Series 2012B Bonds") were issued pursuant to the Trust Indenture, dated as of March 1, 2012 (the "Series 2012 Indenture") between the Issuer and U.S. Bank Trust Company, National Association, as trustee thereunder (the "Series 2012 Trustee") and the proceeds thereof were loaned to the College pursuant to the Loan Agreement, dated as of March 1, 2012 (the "Series 2012 Loan Agreement"). If an event of default occurs under the Series 2012 Indenture or Series 2012 Loan Agreement, the holders of at least 25% of the principal amount of the Series 2012 Bonds may direct the Series 2012 Trustee to accelerate the principal of the Series 2012B Bonds. The Series 2012 Indenture does not include a cross default to other indebtedness.

Series 2016A Bonds and Series 2016B Bonds. The Higher Educational Facilities Financing Authority Revenue Bonds (Rollins College), Series 2016A (the "Series 2016A Bonds") and the Higher Educational Facilities Financing Authority Revenue Refunding Bonds (Rollins College), Series 2016B (the "Series 2016B Bonds" and, together with the Series 2016A Bonds, the "Series 2016 Bonds") were issued pursuant to the Trust Indenture, dated as of August 1, 2016 between the Issuer and U.S. Bank Trust Company, National Association, as trustee thereunder (the "Series 2016 Indenture") and the proceeds thereof were loaned to the College pursuant to the Loan Agreement, dated as of August 1, 2016 (the "Series 2016 Loan Agreement"). If an event of default occurs under the Series 2016 Indenture or Series 2016 Loan Agreement, the holders of at least 25% of the principal amount of the Series 2016 Bonds may direct the Series 2016 Trustee to accelerate the principal of the Series 2016 Bonds. The Series 2016 Indenture does include a cross default to other indebtedness.

In connection with the issuance of Series 2016B Bonds, the College also entered into a Continuing Covenants Agreement, dated as of August 1, 2016 between the College and City National Bank of Florida (now known as Synovus Bank), as purchaser of the Series 2016B Bonds. Additional terms and covenants in the 2016B Continuing Covenants Agreement include requirements related to minimum debt service coverage ratio, minimum rating on the unenhanced credit rating assigned to any parity debt of the

College, the tax-exempt status of the Series 2016B Bonds, reimbursement for increased costs of a holder of Series 2016B Bonds related to new law, regulation or applicable capital guidelines, increased interest rate upon event of default or occurrence of financial covenant default, the failure of the College to satisfy any of which will result in an increased interest on the Series 2016B Bonds and/or additional payments being due from the College. The failure of the College to satisfy the minimum debt service coverage ratio requirement or the minimum rating requirement will affect the applicable rate of interest on the Series 2016B Bonds, but will not result in an event of default under the 2016B Continuing Covenants Agreement and in no event shall such failure trigger an acceleration of the Series 2016B Bonds. These covenants will remain in effect for only so long as the Series 2016B Bonds are Outstanding.

2016 Taxable Note. In 2016, the College entered into an Agreement to Commercial Note dated July 29, 2016 (the "2016 Commercial Note Agreement") with SunTrust Bank pursuant to which SunTrust Bank made a taxable loan to the College in the principal amount of \$24,976,000 (the "2016 Taxable Note"). The obligations under the 2016 Commercial Note Agreement and the 2016 Taxable Note are general unsecured obligations of the College. The 2016 Commercial Note Agreement contains terms and covenants applicable only to the 2016 Taxable Note, including but not limited to requirements related to minimum debt service coverage ratio and liquidity. The failure of the College to satisfy the minimum debt service coverage ratio will not immediately result in an event of default under the 2016 Commercial Note Agreement so long as the College has retained an independent consultant, follows the recommendations of such consultant, and meets certain other conditions set forth in the 2016 Commercial Note Agreement; provided, however, that an ongoing failure of the College to satisfy the minimum debt service coverage ratio requirement and/or the liquidity requirement may become an event of default and trigger an acceleration of the 2016 Taxable Note. These covenants will remain in effect for only so long as the 2016 Taxable Note is Outstanding.

Series 2020A Bonds and Series 2020B Bonds. The Higher Educational Facilities Financing Authority Revenue Bonds (Rollins College), Series 2020A (the "Series 2020A Bonds") and the Higher Educational Facilities Financing Authority Revenue Refunding Bonds (Rollins College), Series 2020B (the "Series 2020B Bonds" and, together with the Series 2020A Bonds, the "Series 2020 Bonds") were issued pursuant to the Trust Indenture, dated as of October 1, 2020 between the Issuer and U.S. Bank Trust Company, National Association, as trustee thereunder (the "Series 2020 Indenture") and the proceeds thereof were loaned to the College pursuant to the Loan Agreement, dated as of October 1, 2020 (the "Series 2020 Loan Agreement"). If an event of default occurs under the Series 2020 Indenture or Series 2020 Loan Agreement, the holders of at least 25% of the principal amount of the Series 2020 Bonds may direct the Series 2020 Trustee to accelerate the principal of the Series 2020 Bonds. The Series 2020 Indenture does include a cross default to other indebtedness.

Series 2022 Taxable Loan. In April 2022, the College entered into a \$21,000,000 loan facility through First American Commercial Bankcorp, Inc. for the purpose of construction of an expansion of The Alford Inn. The College drew the full \$21,000,000 in 2023. The loan facility is a fixed-rate-term-loan carrying interest of 4.0 percent and is amortized over a straight-line for a period of 25 years beginning September 2022 with its final payment due September 2047.

Revolving Line of Credit. The College has a revolving line of credit for \$15,000,000 with Synovus Bank that is scheduled to expire January 21, 2026 (the "Revolving Line of Credit"). There is not currently a balance outstanding on this line of credit. The interest rate on the line of credit is variable, at SOFR plus 1.60%.

College Balance Sheet

See "APPENDIX A – GENERAL INFORMATION REGARDING ROLLINS COLLEGE – SELECTED FINANCIAL INFORMATION - Summary of Financial Information" hereto for the Condensed Balance Sheet of the College for Fiscal Years ended May 31, 2020-2024.

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ESTIMATED DEBT SERVICE REQUIREMENTS OF THE COLLEGE

The following table presents the estimated annual debt service requirements of the College with respect to the outstanding indebtedness and the Series 2024 Bonds after the issuance and delivery of the Series 2024 Bonds.

Fiscal Year Ending May 31	Outstanding Indebtedness	Series 2024 Bonds		Total Outstanding Indebtedness and Series 2024 Bonds ⁽¹⁾⁽²⁾
		Principal	Interest	
2025	\$ 12,539,856		\$ 313,906	\$ 12,853,763
2026	13,102,996		3,645,363	16,748,359
2027	12,539,648	\$ 520,000	3,645,363	16,705,011
2028	12,603,818	485,000	3,619,363	16,708,180
2029	12,674,040		3,595,113	16,269,153
2030	12,675,729		3,595,113	16,270,841
2031	12,675,566		3,595,113	16,270,678
2032	12,676,880		3,595,113	16,271,992
2033	12,674,175		3,595,113	16,269,288
2034	12,674,001	640,000	3,595,113	16,909,114
2035	12,678,419	665,000	3,563,113	16,906,531
2036	12,673,819	705,000	3,529,863	16,908,681
2037	12,672,346	740,000	3,494,613	16,906,959
2038	12,676,999	770,000	3,457,613	16,904,611
2039	12,675,599	810,000	3,419,113	16,904,711
2040	12,673,199	855,000	3,378,613	16,906,811
2041	12,674,399	895,000	3,335,863	16,905,261
2042	12,673,599	940,000	3,291,113	16,904,711
2043	12,676,799	985,000	3,244,113	16,905,911
2044	12,676,599	1,035,000	3,194,863	16,906,461
2045	12,673,899	1,080,000	3,153,463	16,907,361
2046	12,678,549	1,120,000	3,110,263	16,908,811
2047	12,675,099	1,165,000	3,065,463	16,905,561
2048	12,376,783	1,510,000	3,018,863	16,905,645
2049	12,525,750	1,420,000	2,958,463	16,904,213
2050	12,524,800	1,480,000	2,901,663	16,906,463
2051	12,521,600	1,545,000	2,842,463	16,909,063
2052		14,135,000	2,770,631	16,905,631
2053		14,785,000	2,123,775	16,908,775
2054		15,460,000	1,447,181	16,907,181
2055		16,165,000	739,763	16,904,763
Total	<u>\$341,564,965</u>	<u>\$79,910,000</u>	<u>\$94,835,531</u>	<u>\$516,310,495</u>

Source: Rollins College

(1) Excludes the capital leases of the College. The College has not made any drawings under the Revolving Line of Credit. See "FINANCIAL FACTORS - Outstanding Indebtedness of the College."

(2) Numbers may not add due to rounding.

The College's Employee Benefit Plans and Health Plans

For information relating to the benefit package offered by the College to its regular full-time employees, including a description of the defined contribution plan, see "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE – ADMINISTRATION, FACULTY AND STAFF – Faculty and Staff" attached hereto and Note 13 of the Financial Statements attached to the Official Statement as Appendix B.

CERTAIN BONDHOLDERS' RISKS

Purchase of the Series 2024 Bonds involves a degree of risk. To identify risk factors and make an informed investment decision, prospective purchasers should analyze carefully the information contained in and be thoroughly familiar with this entire Official Statement, including the Appendices hereto. Certain risks associated with the purchase of the Series 2024 Bonds are described below. Such list of possible factors, while not setting forth all the factors that must be considered, contain some of the factors that should be considered prior to purchasing the Series 2024 Bonds. The discussion of risk factors is not, and is not intended to be, comprehensive or exhaustive, should be read in conjunction with all other parts of this Official Statement, and should not be considered as a complete description of all risks that could affect payment or the value of the Series 2024 Bonds.

Payment of Debt Service

The principal of, redemption premium, if any, and interest on the Series 2024 Bonds are payable solely from the amounts paid by the College to the Issuer under the Loan Agreement. No representation or assurance can be made that revenues or other funds will be realized by the College in the amounts necessary to make payments at the times and in the amounts sufficient to pay debt service on the Series 2024 Bonds.

Future revenues and expenses of the College will be affected by events and conditions relating generally to, among other things, demand for the College's educational services, the ability of the College to provide the required educational services, management capabilities, the College's ability to control expenses, competition, costs, legislation, governmental regulation, and developments affecting the federal or state tax-exempt status of non-profit organizations. Unanticipated events and circumstances may occur which cause variations from the College's expectations, and the variations may be material.

Dependence on Contributions and Other Income Sources

The College is dependent on income sources other than tuition and fees, including contributions by private individuals and entities, federal and state grants for student financial assistance, endowment income, sales of auxiliary services, and rental, interest, and other sources. Recent tax code changes and the resolution of the federal fiscal deficit could diminish research funding and include possible changes to federal student aid programs, such as Pell Grants, all of which could impact revenue streams for higher education. There can be no assurance that contributions or revenues will continue at levels sufficient to meet the College's financial requirements. Certain donations, bequests and grants are restricted for specific purposes, which may not include repayment of the Series 2024 Bonds. Neither principal of nor income from such restricted funds may be applied to repayment of the Series 2024 Bonds or to meet the claims of general creditors such as the holders of the Series 2024 Bonds.

Investments

The College has significant holdings in a broad range of investments. Market fluctuations may affect the value of those investments and those fluctuations may be and historically have been at times material. Although the College believes that these investments are being managed prudently and has adopted policies designed to ensure the prudent management of these investments in the future, there is no assurance that unforeseen developments in the security markets will not adversely affect the market value of these investments and the income generated therefrom. For information related to the College's investments, see "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE" and "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF THE COLLEGE FOR THE FISCAL YEARS ENDED MAY 31, 2024 and 2023" attached hereto.

Cross Default

The Indenture includes a cross default to any evidence of Indebtedness, including the outstanding Indebtedness, so long as any event of default under such evidence of Indebtedness has occurred, is continuing and has not been waived and any creditor with respect to such Indebtedness, who has such right, has declared the principal of all such Indebtedness then outstanding, and the interest accrued thereon to be immediately due and payable and such declaration (and its consequences) has not been rescinded and annulled.

Upon an "Event of Default" under the Indenture, the owners of not less than 25% of the principal amount of the Series 2024 Bonds outstanding may direct the Trustee to declare the principal amount of all Series 2024 Bonds outstanding, and the interest accrued thereon, to be immediately due and payable. See "FINANCIAL FACTORS – Outstanding Indebtedness of the College" herein.

Enforceability of Remedies

The practical realization of any rights upon any default under the Loan Agreement or under the Indenture will depend upon the exercise of various remedies specified in such instruments, as restricted by federal and state laws. The remedies available upon an Event of Default under the Loan Agreement or the Indenture will, in many respects, be dependent upon judicial action, which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy code or in the Loan Agreement and the Indenture may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the Series 2024 Bonds, the Indenture, and the Loan Agreement will be qualified as to the enforceability of the various legal instruments by reference to limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

Acceleration of the Series 2024 Bonds

The occurrence of certain events of default under the Indenture, which includes events of default under the Loan Agreement, may cause the Series 2024 Bonds, to be declared to be immediately due and payable. In such event, Bondholders of the Series 2024 Bonds may not have the opportunity to hold such Series 2024 Bonds for a time period consistent with their original investment intentions. See "APPENDIX C - FORM OF INDENTURE AND DEFINITIONS APPENDIX" attached hereto.

Absence of Covenants Limiting Transfer of Cash or Other Assets

The Loan Agreement does not contain any covenants designed to limit the College's: (a) use or investment of its endowment funds or other property, (b) incurrence of additional debt or (c) transfer of assets. Therefore, the College may transfer its cash or other assets without limit to affiliated and unaffiliated entities. If assets are transferred to affiliated entities, the revenues derived by those affiliated entities will not secure the repayment of the Series 2024 Bonds. In addition, the College may incur additional debt that is a general obligation of the College. The financial health of the College and thus its ability to repay the obligations, which include its obligations with respect to the Series 2024 Bonds, will depend solely on the judgment of the College's management and its Board of Trustees.

The College may also agree to additional covenants and restrictions in the future in connection with the incurrence of additional indebtedness. Certain existing additional covenants and restrictions are, and future additional covenants and restrictions may be, more restrictive than those set forth in the Indenture or the Loan Agreement. Failure of the College to comply with these additional covenants and restrictions may be an event of default under such loan documents and could trigger the enforcement of remedies, including, without limitation, acceleration of payment with respect to such obligations. See "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2024 BONDS" herein.

Facilities Not Pledged as Security

None of the facilities of the College are pledged as security for the Series 2024 Bonds. Therefore, in the event of default and acceleration of the Series 2024 Bonds, the Trustee will have no rights to any facilities of the College.

Competition

The College competes for students generally with colleges and universities located throughout the State and the United States, many of which receive significant support from state governments and therefore can afford to charge lower tuition rates than the College. Other educational facilities may in the future expand their programs in competition with the programs provided by the College. Increased competition from other educational facilities or a decrease to the student population interested in pursuing higher education could have a material adverse economic impact on the College. In addition, future revenues and expenses of the College will be subject to conditions, which may differ from current conditions to an extent that cannot be determined at this time. See "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE - ENROLLMENT AND STUDENT DEMAND DATA - Tuition, Fees, Room and Board" attached hereto.

Accreditation

The College is accredited by the Southern Association of Colleges and Schools ("SACS"). In granting a facility's accreditation and renewing the accreditation each 10 years, SACS considers, among other things, the physical buildings and equipment, the qualifications of the administrative personnel and teaching staffs and the quality of the educational programs and courses offered. A failure on the part of the College to maintain its accreditation may result in a reduced number of students attending the College and a reduction in revenues and could have a material adverse effect on the financial condition of the College. See "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE - HISTORY AND BACKGROUND - Accreditation and Memberships" attached hereto.

Climate Change and Extreme Weather Events

The State is naturally susceptible to the effects of extreme weather events and natural disasters including floods, droughts, and hurricanes, which could result in negative economic impacts on Rollins College. Such effects can be exacerbated by a longer-term shift in the climate over several decades (commonly referred to as climate change), including increasing global temperatures and rising sea levels. The occurrence of such extreme weather events could damage facilities that provide essential services to the College, including housing facilities. The economic impacts resulting from such extreme weather events could include a loss of revenue, interruption of service, and escalated recovery costs.

On October 9, 2024, Hurricane Milton, a category 3 hurricane, made landfall on Florida's west coast near Siesta Key. The storm traveled east along the I-4 corridor and exited Florida's east coast near Cape Canaveral as a category 1 storm. Milton brought heavy rains and wind to the central Florida area, including Rollins College (the "College"). The College's Emergency Operations Committee ("EOC") was activated October 6, 2024. The College announced that all classes would be cancelled October 7, 2024 through October 10, 2024 and required students to find shelter off-campus. The College's regularly scheduled Fall Break was scheduled for October 11, 2024 through October 15, 2024. The EOC monitors threatened College emergencies including Hurricanes and advises the President on college closures and preparedness, post event it monitors roads, drainage, buildings, wind activity and rainfall amounts on campus and activates crews to inspect for potential damage and perform necessary roadway clean-up efforts subsequent to the storm. There was no material damage to property or infrastructure at the College or interruption to College operations, as a result of Hurricane Milton, nor any financial impact to the College that would affect its ability to pay debt service on its bonds. The College reopened on Saturday, October 12, 2024 and students were allowed back on campus. Classes will resume on October 16, 2024.

There was no material damage to property or infrastructure at the College as a result of Hurricane Milton, nor any financial impact to the College that would affect its ability to pay debt service on its Series 2024 Bonds.

Comprehensive Disaster Recovery Plan

The College's primary data center is remote from campus in a building with 24/7 external security controls. The data center is supported by a fire suppression system, battery back-ups and a diesel generator that can fully support the data center for 48-72 hours. As well, the College has a secondary data center. The secondary data center is also supported by battery back-up and is on generator power. All Tier I and Tier II applications and data are mirrored in the secondary data center, with Tier 1 applications able to seamlessly fail-over. The College also performs nightly incremental back-ups, with full back-ups performed weekly and archived off-site.

Cyber Security

Like all higher education institutions, the College relies on a technology environment to conduct its operations. A cybersecurity risk is the threat of violation to the College's networks or systems, while an actual violation of the College's networks or systems is labeled a cybersecurity incident. The College may face multiple cybersecurity risks, including, but not limited to, hacking, viruses, malware and other attacks on computer or other sensitive digital systems and networks. There can be no assurance that any security and operational control measures implemented by the College will be completely successful to guard against

and prevent cyber risks and incidents. The result of any such incident could impact operations and/or digital networks and the costs of remedying any such damage could be significant.

The College has in place an Enterprise Risk committee that, in conjunction with the College's information technology team, has performed risk assessments related to the risk profile of the College. The committee is responsible for identifying cybersecurity risks and working with information technology to implement solutions to mitigate such risks.

Other Factors

The ability of the College to pay its obligations under the Loan Agreement will depend upon the continued ability of the College to generate revenues sufficient to meet such obligations, the College's operating expenses, debt service on other indebtedness, extraordinary costs or expenses which may occur and other costs and expenses. Revenues and expenses of the College will be affected by future events and conditions relating generally to, among other things, the ability of the College to provide educational programs to meet the needs and expectations of students during the time that the Series 2024 Bonds remain outstanding, the capabilities of the College's governing body and administration, the College's ability to control expenses during inflationary periods, the College's ability to maintain or increase rates for tuition, fees and other revenues without reducing enrollment, the ability of the College to attract and retain quality faculty members for its educational programs, the investment experience of the College's endowment and other funds, future gifts, donations and bequests, governmental assistance for student financial aid, and grants and contracts from governmental bodies and agencies and others. Additionally, in the future, the following factors, among many others, may adversely affect the operations of the College to an extent that cannot be determined at this time: (a) employee strikes and other adverse labor actions that could result in a substantial reduction in revenues without corresponding decreases in costs; (b) increased costs and decreased availability of insurance; (c) cost and availability of energy; (d) high interest rates which could prevent borrowing for needed capital expenditures; (e) an increase in the costs of health care benefits, retirement plan or other benefit packages offered by the College to its employees; and (f) reduction in funding support from donors or other external sources, including, but not limited to external funding for research. Future revenues and expenses of the College will be subject to other conditions that cannot be determined at this time.

Secondary Market and Prices

It has been the practice of the Underwriters to maintain a secondary market in municipal securities they sell, and the Underwriters currently intends to engage in secondary market trading of the Series 2024 Bonds, subject to applicable securities laws. The Underwriter is not obligated to engage in secondary trading or to repurchase any of the Series 2024 Bonds at the request of the owners thereof. Because of general market conditions or because of adverse history or economic prospects connected with a particular issue or issuer, secondary marketing activity in connection with a particular issue may be suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price. THERE CAN BE NO GUARANTEE THAT THERE WILL BE A SECONDARY MARKET FOR THE SERIES 2024 BONDS, OR IF A SECONDARY MARKET EXISTS, THAT THE SERIES 2024 BONDS CAN BE SOLD FOR ANY PARTICULAR PRICE.

LITIGATION

The Issuer

On the date of the issuance and delivery of the Series 2024 Bonds, the Issuer expects to certify that there is not pending or, to the best of the knowledge of the officer of the Issuer so certifying, threatened against the Issuer, any litigation which seeks to restrain or enjoin the issuance or delivery of the Series 2024 Bonds, or questions or affects the validity of the Series 2024 Bonds or the proceedings or authority under which the Series 2024 Bonds are to be issued, or which in any manner questions the right of the Issuer to enter into the Indenture or the Loan Agreement or to secure the Series 2024 Bonds in the manner provided in the Indenture and the Act.

The College

There is no litigation, proceeding or investigation pending or, to the knowledge of the corporate officers of the College, threatened against the College, except litigation involving claims the probable recoveries in which and the estimated costs and expenses of defense of which (a) will be entirely within the College's applicable insurance policy limits (subject to applicable deductibles) or are not in excess of the total of the available reserves held under the College's applicable self-insurance program, or (b) if adversely determined, will not materially affect the College's ability to perform its obligations relating to the Series 2024 Bonds, the Indenture or the Loan Agreement, including the College's payment obligations under the Loan Agreement.

In addition, no litigation, proceedings or investigations are pending or, to the knowledge of the corporate officers of the College, threatened against the College seeking to restrain, enjoin or in any way limit the approval or issuance and delivery of the Indenture, the Series 2024 Bonds, the Loan Agreement or any other required documents by the Issuer or the College, or which would in any manner challenge or adversely affect the corporate existence or powers of the College to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity or performance by the College of the terms and provisions of the Series 2024 Bonds, the Indenture or the Loan Agreement or any other required documents.

TAX MATTERS

The Series 2024 Bonds

In General. The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements which must be met subsequent to the issuance of the Series 2024 Bonds in order that interest on the Series 2024 Bonds be and remain excluded from gross income for purposes of federal income taxation. Non-compliance may cause interest on the Series 2024 Bonds to be included in federal gross income retroactive to the date of issuance of the Series 2024 Bonds, regardless of the date on which such non-compliance occurs or is ascertained. These requirements include, but are not limited to, provisions which prescribe yield and other limits within which the proceeds of the Series 2024 Bonds and the other amounts are to be invested and require that certain investment earnings on the foregoing must be rebated on a periodic basis to the Treasury Department of the United States. The Issuer has covenanted in the Indenture and the College has covenanted in the Loan Agreement to comply with such requirements in order to maintain the exclusion from federal gross income of the interest on the Series 2024 Bonds.

In the opinion of Bond Counsel, assuming compliance with certain covenants, under existing laws, regulations, judicial decisions and rulings, interest on the Series 2024 Bonds is excluded from gross income for purposes of federal income taxation. Interest on the Series 2024 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Series 2024 Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15 percent alternative minimum tax under Section 55 of the Code .

Except as described above, Bond Counsel will express no opinion regarding other federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of Series 2024 Bonds. Prospective purchasers of Series 2024 Bonds should be aware that the ownership of Series 2024 Bonds may result in collateral federal income tax consequences, including (i) the denial of a deduction for interest on indebtedness incurred or continued to purchase or carry Series 2024 Bonds; (ii) the reduction of the loss reserve deduction for property and casualty insurance companies by fifteen percent (15%) of certain items, including interest on the Series 2024 Bonds; (iii) the inclusion of interest on the Series 2024 Bonds in earnings of certain foreign corporations doing business in the United States for purposes of the branch profits tax; (iv) the inclusion of interest on the Series 2024 Bonds in passive income subject to federal income taxation of certain Subchapter S corporations with Subchapter C earnings and profits at the close of the taxable year; and (v) the inclusion of interest on the Series 2024 Bonds in "modified adjusted gross income" by recipients of certain Social Security and Railroad Retirement benefits for the purposes of determining whether such benefits are included in gross income for federal income tax purposes.

As to questions of fact material to the opinion of Bond Counsel, Bond Counsel will rely upon representations and covenants made on behalf of the Issuer in the Indenture and the Issuer and the College in the Loan Agreement, certificates of appropriate officers and certificates of public officials (including certifications as to the use of proceeds of the Series 2024 Bonds and of the property financed or refinanced thereby) and on the opinions being delivered by counsel to the College in connection with the delivery of the Series 2024 Bonds with respect to the College being an organization described in Section 501(c)(3) of the Code, without undertaking to verify the same by independent investigation.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2024 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL AND CORPORATE HOLDERS OF THE SERIES 2024 BONDS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE HOLDERS OF THE SERIES 2024 BONDS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Information Reporting and Backup Withholding

Interest paid on tax-exempt bonds such as the Series 2024 Bonds is subject to information reporting to the Internal Revenue Service in a manner similar to interest paid on taxable obligations. This reporting requirement does not affect the excludability of interest on the Series 2024 Bonds from gross income for federal income tax purposes. However, in conjunction with that information reporting requirement, the Code subjects certain non-corporate owners of Series 2024 Bonds, under certain circumstances, to "backup withholding" at the rate specified in the Code with respect to payments on the Series 2024 Bonds and proceeds from the sale of Series 2024 Bonds. Any amount so withheld would be refunded or allowed as a credit against the federal income tax of such owner of Series 2024 Bonds. This withholding generally applies if the owner of Series 2024 Bonds (i) fails to furnish the payor such owner's

social security number or other taxpayer identification number ("TIN"), (ii) furnished the payor an incorrect TIN, (iii) fails to properly report interest, dividends, or other "reportable payments" as defined in the Code, or (iv) under certain circumstances, fails to provide the payor or such owner's securities broker with a certified statement, signed under penalty of perjury, that the TIN provided is correct and that such owner is not subject to backup withholding. Prospective purchasers of the Series 2024 Bonds may also wish to consult with their tax advisors with respect to the need to furnish certain taxpayer information in order to avoid backup withholding.

Other Tax Matters

During recent years, legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2024 Bonds. In some cases, these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2024 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2024 Bonds and their market value. No assurance can be given that legislative proposals will not be enacted that would apply to, or have an adverse effect upon, the Series 2024 Bonds.

Prospective purchasers of the Series 2024 Bonds should consult their own tax advisors as to the tax consequences of owning the Series 2024 Bonds in their particular state or local jurisdiction and regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Tax Treatment of Original Issue Discount

Under the Code, the difference between the maturity amount of the 2049 Term Bond and the 4.125% 2054 Term Bond (collectively, the "Discount Bonds"), and the initial offering price to the public, excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers, at which price a substantial amount of the Discount Bonds of the same maturity and, if applicable, interest rate, was sold is "original issue discount." Original issue discount will accrue over the term of the Discount Bonds at a constant interest rate compounded periodically. A purchaser who acquires the Discount Bonds in the initial offering at a price equal to the initial offering price thereof to the public will be treated as receiving an amount of interest excluded from gross income for federal income tax purposes equal to the original issue discount accruing during the period he or she holds the Discount Bonds, and will increase his or her adjusted basis in the Discount Bonds by the amount of such accruing discount for purposes of determining taxable gain or loss on the sale or disposition of the Discount Bonds. The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of the Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those above. Bondholders of the Discount Bonds should consult their own tax advisors with respect to the precise determination for federal income tax purposes of interest accrued upon sale, redemption or other disposition of the Discount Bonds and with respect to the state and local tax consequences of owning and disposing of the Discount Bonds.

Tax Treatment of Bond Premium

The difference between the principal amount of the Series 2024 Bonds maturing on December 1, 2033 and December 1, 2034, and the 2027 Term Bond, the 2036 Term Bond, the 2038 Term Bond, the 2040 Term Bond, the 2042 Term Bond and the 5.25% 2054 Term Bond (collectively, the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity and, if applicable, interest rate, was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for federal income tax purposes. The amount of amortizable bond premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each of the Premium Bonds, which ends on the earlier of the maturity or call date for each of the Premium Bonds which minimizes the yield on such Premium Bonds to the purchaser. For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Bondholders of the Premium Bonds are advised that they should consult with their own tax advisors with respect to the state and local tax consequences of owning such Premium Bonds.

CONTINUING DISCLOSURE

To assist the Underwriter in complying with the Rule, simultaneously with the issuance of the Series 2024 Bonds, the College will enter into the Disclosure Agreement, under which the College will provide continuing disclosure with respect to the College and the Series 2024 Bonds, substantially in the form attached hereto as "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" and accordingly, the Issuer will not provide any such continuing disclosure. The College, as an "obligated person" under the Rule, has covenanted in the Disclosure Agreement to provide certain financial information and operating data in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated events (the "Event Notices"), all relating to the College and the Series 2024 Bonds. The Annual Report and the Event Notices, when and if they occur, shall be filed by DAC, on behalf of the College with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access system. The specific nature of the financial information, operating data, events which trigger a disclosure obligation, and other details of the College's undertakings are more fully described in "APPENDIX E - FORM OF CONTINUING DISCLOSURE AGREEMENT" hereto.

DISCLOSURE REQUIRED BY SECTION 517.051(1), FLORIDA STATUTES

Rule 69W-400.03, Rules for Government Securities, promulgated by the Florida Office of Financial Regulation, under Section 517.051(1), Florida Statutes ("Rule 69W-400.03"), requires the Issuer to disclose each and every default as to the payment of principal and interest with respect to an obligation issued by the Issuer after December 31, 1975. Rule 69W-400.03 further provides, however, that if the Issuer in good faith believes that such disclosures would not be considered material by a reasonable investor, such disclosures may be omitted. The Issuer, in the case of the Series 2024 Bonds, is merely a conduit for payment, in that the Series 2024 Bonds do not constitute a general debt, liability or obligation of the Issuer, but are special, limited obligations of the Issuer secured by and payable solely from the Security as set forth in the Indenture and described herein. The Series 2024 Bonds are not being offered on

the basis of the financial strength or condition of the Issuer. The Issuer believes, therefore, that disclosure of any default related to a financing not involving the College or any person or entity related to the College would not be material to a reasonable investor with respect to the Series 2024 Bonds. Accordingly, the Issuer has not taken affirmative steps to contact any trustee of any other conduit bond issue of the Issuer unrelated to the College to determine the existence of prior defaults; however, the Issuer is not aware of the existence of any defaults with respect to bonds issued by it, including bonds previously issued by the Issuer for the benefit of the College.

LEGAL MATTERS

Certain legal matters incident to the authorization, issuance, validity, sale and delivery of the Series 2024 Bonds are subject to the unqualified approving legal opinion of Bryant Miller Olive P.A., Orlando, Florida, in its capacity as Bond Counsel. The legal opinion of Bond Counsel will speak only as of its date and subsequent distribution of it by recirculation of this Official Statement or otherwise shall not create any implication that subsequent to the date of the legal opinion bond counsel has affirmed its opinion. The proposed text of the legal opinion of Bond Counsel is attached hereto as "APPENDIX F - FORM OF OPINION OF BOND COUNSEL."

Certain legal matters will be passed upon for the Issuer by Squire Patton Boggs (US), LLP, Tampa, Florida. Certain legal matters will be passed upon for the College by Bryant Miller Olive P.A., Orlando, Florida, in its capacity as Special Counsel and Disclosure Counsel to the College. Certain legal matters will be passed upon for the Underwriter by Greenberg Traurig, P.A., Orlando, Florida, in its capacity as Underwriter's Counsel.

RATING

Moody's has assigned a rating of "A2" (stable outlook) to the Series 2024 Bonds. The rating, including any related outlook with respect to potential changes in such rating, reflects only the views of Moody's, and an explanation of the significance of such rating may be obtained from Moody's. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies, and assumptions of its own. There is no assurance that such rating will remain unchanged for any given period of time or that it will not be revised downward or withdrawn entirely by the rating agency furnishing the same, if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating or other actions by Moody's may have an adverse effect on the liquidity and/or market price of the affected Series 2024 Bonds. An explanation of the significance of the rating can be received from Moody's at the following address, 7 World Trade Center, 250 Greenwich Street, New York, NY 10007. Neither the Issuer, the College, nor the Underwriter has undertaken any responsibility to oppose any such revision, suspension or withdrawal.

FINANCIAL ADVISOR

First Tryon Advisors ("First Tryon") has been retained to act as financial advisor for the College in connection with the issuance of the Series 2024 Bonds. Although First Tryon has assisted in the preparation of this Official Statement, First Tryon is not obligated to undertake, and has not undertaken to make, any independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

UNDERWRITING

The Series 2024 Bonds are being purchased by Raymond James & Associates, Inc., the Underwriter, at a purchase price of \$80,991,695.97 (consisting of \$79,910,000.00 principal amount of Series 2024 Bonds, plus a net bond premium of \$1,252,367.15 and less an Underwriter's discount of \$170,671.18), subject to certain terms and conditions set forth in the purchase contract among the Issuer, the College and the Underwriter.

The prices and other terms with respect to the offering and sale of the Series 2024 Bonds may be changed from time to time by the Underwriter after such Series 2024 Bonds are released for sale, and the Series 2024 Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Series 2024 Bonds into investment accounts.

The Underwriter and its respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment managements, principal investment, hedging, financing and brokerage activities. The Underwriter and its respective affiliates may have, from time to time, performed and may in the future perform, various investment banking services for the College, for which they may have received or will receive customary fees and expenses. In the ordinary course of their various business activities, the Underwriter and its respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivate securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the College.

FINANCIAL STATEMENTS

The consolidated financial statements of the College for the Fiscal Years ended May 31, 2024 and 2023 have been audited by CliftonLarsonAllen LLP, independent auditor (the "Auditor"). The report of the Auditor, together with the financial statements and notes to the financial statements for the Fiscal Years ended May 31, 2024 and 2023 are attached hereto as "APPENDIX B - AUDITED FINANCIAL STATEMENTS OF THE COLLEGE FOR THE FISCAL YEARS ENDED MAY 31, 2024 and 2023" (the "Fiscal Year 2024 Financial Statements"). The Auditor has consented to the inclusion of the Fiscal Year 2024 Financial Statements in this Official Statement. However, the Auditor has not performed any procedures relating to this Official Statement.

FORWARD-LOOKING STATEMENTS

Any statements made in this Official Statement, including in the appendices attached hereto, involving estimates or matters of opinion, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or matters of opinion will be realized.

This Official Statement, including the appendices attached hereto, contains certain "forward-looking statements" concerning, among other things, the College's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. Any statements that express, or involve discussions as to expectations,

beliefs, plans, objectives, assumptions, future events or performance (often, but not always, through the "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate," "will result," "expects to," "will continue" and similar expressions are meant to identify these forward-looking statements), are not historical and may be forward-looking. Forward-looking statements are subject to known and unknown risks, uncertainties and other factors, including, but not limited to, the risks described under the headings "CERTAIN BONDHOLDERS' RISKS" which may cause actual results to be materially different from those expressed or implied by such forward-looking statements. Although the College believes that the expectations reflected in the forward-looking statements are reasonable, the College cannot guarantee future resolutions, levels of activity, performance or achievements. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included or incorporated by reference in this Official Statement are based on information available on the date hereof and the College assumes no obligation to update any such forward-looking statements.

The forward looking statements herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the College. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement, including in the appendices attached hereto, will prove to be accurate.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2024 Bonds, the source for repayment for the Series 2024 Bonds and the rights and obligations of the bondholders. Copies of such documents may be obtained as specified under the caption "INTRODUCTION - Other Information" herein.

The information contained in this Official Statement, including in the appendices, has been obtained from official and other sources deemed by the College to be reliable, and, while not guaranteed as to completeness or accuracy, is believed by the College to be correct as of the date of this Official Statement.

Any statements made in this Official Statement involving estimates or matters of opinion, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates or matters of opinion will be realized.

Neither this Official Statement nor any statement which may have been made orally or in writing is to be construed as a contract with the owners of the Series 2024 Bonds.

AUTHORIZATION OF AND CERTIFICATION OF OFFICIAL STATEMENT

This Official Statement and its distribution and use by the Underwriter have been duly authorized by the Issuer and the Underwriter and the execution and delivery thereof have been duly authorized and approved by the College.

ROLLINS COLLEGE

By: /s/ Edward A. Kania

Edward A. Kania, Vice President for Business and
Finance and Treasurer

APPENDIX A

GENERAL INFORMATION REGARDING ROLLINS COLLEGE

TABLE OF CONTENTS

HISTORY AND BACKGROUND	3
General.....	3
Recent Accolades.....	3
Structure and Governance.....	4
Accreditation and Memberships	7
ADMINISTRATION, FACULTY AND STAFF	7
Administration.....	7
Faculty and Staff.....	11
ACADEMIC PROGRAMS AND DEGREES	12
ENROLLMENT AND STUDENT DEMAND DATA	14
Overview and Strategies.	14
Enrollment.....	15
Application, Admissions and Enrollment Information.	16
Retention Rates (College of Liberal Arts).....	16
Graduation Rates (College of Liberal Arts).	17
Geographic Origin of Student Body.	17
Tuition, Fees, Room and Board.	18
Tuition and Fees Revenue	20
Peer Institutions.....	21
Student Financial Aid.	22
Student Life and Activities.....	23
HOUSING AND THE 2024 RESIDENCE HALL PROJECT	23
Residence Halls and Occupancy.	23
The 2024 Residence Hall Project.....	25
COLLEGE FACILITIES AND COMMERCIAL PROPERTIES	25
College Facilities.....	25
Commercial Properties Including the Alford Inn.	25
SELECTED FINANCIAL INFORMATION	27
Summary of Financial Information.....	27
Management Discussion.	29
Budget Process.....	30
Investment Policy	30
Endowment.....	31
Insurance	34
FORWARD-LOOKING STATEMENTS	34

HISTORY AND BACKGROUND

General

Rollins College ("Rollins" or the "College") is a comprehensive liberal arts college. The College is nationally recognized for its distinctive undergraduate and selected graduate programs. The College was incorporated in 1885, benefiting from a generous gift offered on its behalf by a Chicago businessman, Alonzo Rollins. From its inception, the College has been an independent, four-year, non-sectarian, coeducational institution and has attracted students from the local communities of Central Florida, from the northeastern, southeastern, and midwestern United States, and from elsewhere around the country and the world. The College emphasizes quality liberal education and since the 1920s has developed a tradition of innovation in the liberal arts. The College has also established a nationally-recognized graduate business school and continuing education program. United by the values of liberal education and integrated by a single collegiate structure, these diverse programs and student populations distinguish Rollins as a comprehensive liberal arts institution, which educates students for global citizenship and responsible leadership.

Rollins is the oldest recognized college in the State of Florida (the "State"). The College is supported through student tuition; federal and state grants; gifts from alumni, friends, foundations, and corporations; and income from investments. Rollins had 228 full-time instructional faculty in fall of 2023, and the traditional full-time undergraduate programs (the "College of Liberal Arts") maintains a student-to-faculty ratio of 12 to 1. Currently, Rollins consists of the College of Liberal Arts, the Crummer Graduate School of Business and the Hamilton Holt School. For additional information, see "ACADEMIC PROGRAMS AND DEGREES" herein. The College offers more than 500 courses in more than 30 undergraduate majors, more than 40 minors, and various pre-professional programs. The Hamilton Holt School offers evening and weekend courses leading to 11 baccalaureate degrees, seven master's degrees, and one graduate certificate. The Crummer Graduate School of Business offers a Master of Business Administration (MBA) degree for both full-time and part-time students and an Executive Doctorate in Business Administration (EDBA) on a full-time basis. The College also sponsors special programs designed to encourage economically disadvantaged youth to pursue a college education.

The fiscal year of the College is a 12-month period ending on May 31 of each year (the "Fiscal Year").

Recent Accolades

U.S. News & World Report ranked Rollins No. 2 among Regional Universities in the South in its 2025 annual rankings of "Best Colleges." Rollins was ranked No. 2 among the 136 colleges and universities in this category, which is composed of schools that provide a full range of undergraduate and master's level programs. For more than 26 consecutive years, *U.S. News & World Report* has ranked Rollins among the top two regional universities in the South and the top-ranked school in the State in the category.

In the 2025 Princeton Review of the best 390 colleges, Rollins ranked in the top 25 in 7 categories, including "Best Classroom Experience" and "Best Student Support and Counseling." The Crummer Graduate School of Business ranked among the "Best Business Schools."

Rollins' Crummer Graduate School of Business MBA has been ranked a top program by *Forbes* and *Bloomberg Business Week*. In 2023, Abound, a college guidance system for degree-seeking adults ("Abound"), listed the Crummer Graduate School of Business among the top five MBA programs in the State and one of the country's best MBA programs—a coveted group of just 68 schools.

In 2024, the Rollins Professional Advancement program was recognized among the best schools in the country for adults by Abound. This accolade places Rollins among an exclusive group of only 176 schools nationwide. The ranking body looks at nationally corroborated data from the National Center for Education Statistics and the U.S. Department of Education's College Scorecard for accredited schools. They evaluate the country's best schools based on the organization's selection qualifications in the areas of accessibility, affordability, acceleration, and advancement. Within these four distinct areas, the rankings consider net price, the repayment rate on federal student loans, if the school offers credit for life experiences, services and support for military students, academic and career counseling services, and graduation rates.

Rollins was ranked among the top five colleges in the State and one of the best colleges nationally for military and veterans for 2024 by Abound. The College is one of just 115 schools to receive the recognition. For the vetting process, the ranking body evaluates accredited schools in the areas of dedicated support staff, significant military student body, student veteran organization, and course credit for military experience – all of which combined indicate a college's commitment to military and veteran students.

For 11 years, Rollins has been named a top producer of Fulbright Students by the U.S. Department of State's Bureau of Educational and Cultural Affairs. The Fulbright Program was created under the Truman administration and has become the U.S. government's flagship educational exchange program, with more than 400,000 participants who have served in 160 countries around the world. Rollins welcomed its first Fulbright Student in 1951 -- just five years after the program's inception. Since then, the campus has produced nearly 100 Fulbright students, 60 of whom have been selected within the past 15 years.

Furthering its goal of encouraging global citizenship, the Institute of International Education has ranked Rollins among the Top 10 master's-granting institutions in the country for the percentage of students who study abroad. Around three-quarters of all Rollins students study abroad at least once during their college careers.

Rollins has been named an emerging Hispanic Serving Institution and this past year has joined the Hispanic Association of Colleges and Universities ("HACU"). HACU represents more than 500 colleges and universities committed to Hispanic higher education success. HACU is the only national educational association that represents Hispanic-serving institutions. Only 17 percent of all higher education institutions nationwide belong to HACU.

Phi Beta Kappa, the world's oldest and most prestigious academic honor society, installed a new chapter at Rollins in 2022. The College joins an illustrious set of fewer than 10 percent of institutions in the U.S. (and one of only eight in the State) that have Phi Beta Kappa chapters. Phi Beta Kappa counts among its members 17 U.S. presidents, 42 U.S. Supreme Court justices, and more than 150 Nobel laureates.

Structure and Governance

Structure. The College is a private educational institution organized and existing under the laws of the State as a nonprofit corporation and is a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The College is the sole member of two Florida limited liability companies - Holt Properties, L.L.C. ("Holt") and Langford RCI, L.L.C. ("Langford"). Holt was created to own residential rental and commercial properties and retail stores adjacent to campus. Langford was created to own The Alford Inn at Rollins (the "Alford Inn"). See "COLLEGE FACILITIES AND COMMERCIAL PROPERTIES—Commercial Properties Including the Alford Inn" herein.

Governance. The College is governed by a Board of Trustees (the "Board") consisting of 19 to 35 members including the President who is an ex-officio Trustee. The Board currently has 32 members.

Trustees are elected by an affirmative vote of three-quarters of the trustees present at a regular or special meeting of the Board, and serve for three-year terms, except for the Parent Trustee. The Parent Trustee's term is one year. Trustees, except for the Alumni Trustees, are eligible for immediate re-election. The Alumni Association of the College nominates three trustees to the Board.

The following are the eight standing committees of the Board:

Executive Committee, Audit & Risk Committee, Compensation Committee, Educational Mission Committee, Finance Committee, Mission Support Committee, Nominating & Governance Committee, and Trustee-Faculty Joint Committee

The Board meets three times a year in February, May and October. The Executive Committee is elected by the Board. The Chair of the Board, the President, and any Vice-Chair of the Board serve as ex-officio members of the Executive Committee, which meets between meetings of the Board. The Audit Committee meets twice a year. The other standing committees meet at various times throughout the year, at the call of their respective chair.

The Board elects the President, Vice Presidents, Secretary, and Treasurer. In addition, the Board elects a Chair and any Vice-Chair. Assistant secretaries and assistant treasurers may also be elected, as needed.

The authority of the Board is defined by the Charter and Bylaws of the College. Under the Bylaws, the Board delegates certain powers and authority to the faculty, including the power to govern itself. The faculty bylaws of the College represent the faculty's self-governance document.

The following table sets forth the names of the officers and members of the Board as of August 1, 2024, year of degree(s) conferred, if any, each member's principal business or professional affiliation as of such date, and the year in which each member's term expires.

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Rollins College Board of Trustees
(as of August, 2024)

Name	Affiliation	Term Expires (May)
Rick Goings '12H, <i>Chair</i>	<i>Chairman & Co-Founder, World Federation of Youth Clubs</i>	2026
Rodney C. Adkins '81, <i>Vice Chair</i>	<i>Chairman Emeritus, Tupperware Brands Corporation</i>	2025
Theodore B. Alfond '68 '18H, <i>Vice Chair</i>	<i>President, 3RAM Group</i>	2026
David H. Lord '69 '71MBA '16H, <i>Secretary</i>	<i>Executive Vice President/ Director-Retired, Dexter Shoe Company</i>	2025
Sally K. Albrecht, '76	<i>Business Manager – Retired, Colorado College</i>	2025
Bruce A. Beal '58	<i>Composer/Conductor</i>	2025
William H. Bieberbach '70 '71MBA	<i>Retired Music Editor</i>	2028
Campbell P. Brown '90	<i>Chairman, Related Beal</i>	2025
Grant H. Cornwell, Ph.D.	<i>President, W. H. Bieberbach & Associates</i>	2025
Ryan DeVos '13	<i>Chairman, Brown-Forman Corporation</i>	2025
Anthony E. DiResta '77	<i>President, Rollins College</i>	2027
Orlando Evora '82	<i>Vice President, Shareholder Engagement, Orlando Magic</i>	2026
Carroll Hanley Goggin '85	<i>Partner, Holland & Knight</i>	2026
Thomas J. Hauske, Jr. '84	<i>Co-Managing Shareholder, Greenberg Traurig, P.A.</i>	2026
John T. Henry III '88 '90MBA	<i>Chief Financial Officer & Chief Operating Officer, DBG Promotions</i>	2026
Eryka Jennings '92	<i>Executive Chairman, Marshall Street Capital, Inc.</i>	2025
Allan E. Keen '70 '71MBA '10H	<i>President & CEO, MyCare Connect Foundation</i>	2025
Gerald F. Ladner '81	<i>Sales Consultant FIS</i>	2025
Patricia Loret de Mola '78 '80MBA	<i>Chairman & Founder, The Keewin Real Property Company</i>	2026
Andrea Massey-Farrelll '98	<i>Vice President Strategic Agent Partnerships & External Relations - Retired, State Auto Companies</i>	2025
John C. Myers III '69 '70MBA	<i>Co-Founder & Board Director, RockIT Digital, Inc.</i>	2025
Robert B. Ourisman, Sr. '78	<i>President/CEO, Harvey & Carol Massey Foundation</i>	2025
Stuart S. Parker '84	<i>Sr. VP of Communications, Massey Services, Inc.</i>	2028
Elizabeth B. Barksdale Pokorny ,93	<i>Emeritus Trustee, Reinhold Corporation</i>	2028
Kathleen W. Rollins '75	<i>Chairman, Ourisman Automotive</i>	2025
Richard V. Spencer '76	<i>President & CEO, PGIM Investments, Inc.</i>	2026
Eric A. Spiegel	<i>Special Advisor, Brighton Park Capital Private Equity</i>	2026
Lee Saufley Swain '87	<i>CEO – Retired, Siemens USA</i>	2025
Philip E. Tiedtke	<i>President, Builder's Supply</i>	2025
Jeffrey N. Vahle '94MBA	<i>Chairman, Eastgate Corporation</i>	2025
Erin J. Wallace '93MBA	<i>President, Walt Disney World Resort</i>	2026
Victor A. Zollo, Jr. '73	<i>Chief Operating Officer, Great Wolf Resorts, Inc</i>	2025
	<i>Founding Partner & Co-Chief Executive Officer, DePrince, Race & Zollo, Inc.</i>	2025

Source: Rollins College

Accreditation and Memberships

Rollins is accredited by the Southern Association of Colleges and Schools Commission on Colleges to award baccalaureate, master's and doctoral degrees. In addition, Rollins holds membership in the Association to Advance Collegiate Schools of Business ("AACSB"), one of the world's most selective and rigorous evaluations for business schools and both the Crummer Graduate School of Business and the business undergraduate program are accredited by AACSB. Rollins has been a full member of the National Association of Schools of Music since 1931, and its program in chemistry has been approved by the American Chemical Society since 1974. Its programs in education are approved by the Department of Education of the State, and its counseling program is accredited by the Council for Accreditation of Counseling and Related Educational Programs. The College's George D. and Harriet W. Cornell Fine Arts Museum has been accredited since 1981 by the American Association of Museums.

Rollins holds institutional memberships in the Association of American Colleges and Universities ("AACU"), the American Council on Education, the National Association of Independent Colleges and Universities, the Council of Independent Colleges, Associated Colleges of the South, the College Entrance Examination Board, the Florida Association of Colleges and Universities, the Association of Governing Boards of Universities and Colleges, and Independent Colleges and Universities of Florida, Inc.

ADMINISTRATION, FACULTY AND STAFF

Administration

Office of the President. The President is the chief executive officer of Rollins, serving at the pleasure of the Board. The President is responsible for the welfare of Rollins and the orderly and prudent conduct of its affairs. The authority of the President is set forth in the Charter and Bylaws of the College. The Bylaws require that the President be an ex-officio member of the Executive Committee, Finance Committee, Investment Committee, Education Committee, and Development and Alumni Relations Committee, and of the faculty. Grant H. Cornwell, Ph.D. was elected 15th president of Rollins in February 2015 and assumed office July 1, 2015.

Dr. Cornwell came to Rollins following eight years as president of The College of Wooster. Previously, he served as Vice President of the University and Dean of Academic Affairs at St. Lawrence University and was a member of the university's philosophy department for more than 24 years. He is a member of the AACU's Board of Directors and its Presidents' Trust: Liberal Education and America's Promise. He also has served on the Council on Foreign Relations' Global Literacy Advisory Board as well as the boards of Teach for America and the Aspen Institute's Wye Faculty Seminar and was a member of the American Council on Education's Commission on International Initiatives. Dr. Cornwell holds a bachelor's degree in philosophy and biology from St. Lawrence University, and master's and doctoral degrees in philosophy from the University of Chicago.

In April 2024, Dr. Cornwell announced his decision to retire as President of Rollins at the completion of the 2024-2025 academic year in May 2025. The College believes it has ample time to perform a comprehensive search for a successor, allow for an efficient transition, and that the position is one that will be highly sought after by a diverse pool of experienced and desirable candidates. A Presidential Search and Transition Committee that represents multiple constituencies within the College – including Board, faculty, staff, administration, and student body – has been formed (the "Presidential Search Committee"). The Presidential Search Committee engaged a nationally recognized search advisor to assist with the search. The Presidential Search Committee is in the process of accepting and reviewing applications, and

it anticipates that a successor will be named in early 2025 and start in July 2025. Dr. Cromwell intends to stay on at Rollins in an advisory capacity to the Crummer Graduate School of Business after retirement as President.

Office of the Vice-President for Academic Affairs and Provost. The Vice President for Academic Affairs and Provost is the chief academic officer and administers the College's educational program, makes faculty appointments, coordinates academic activities, oversees institutional and faculty research, facilitates budgetary and institutional planning, assures institutional effectiveness and assessment for improvement, and maintains academics standards. Reporting to the Provost are the Director of Institutional Analytics, the Dean of the College of Liberal Arts, the Dean of the Hamilton Holt School, the Dean of the Crummer Graduate School of Business, the George D. and Harriet W. Cornell Director of the Cornell Fine Arts Museum, the Assistant Provost for Institutional Effectiveness, the Executive Director of Retention, the Director of the Endeavor Center for Faculty Development, the Director of External Grants, and the Director of International Programs.

Donald Davison, Ph.D., was promoted to the Vice President for Academic Affairs and Provost in 2023. Dr. Davison specializes in political behavior, American institutions, public policy and formal theory and methodology.

He was the editor for the European peer reviewed Politics and Religion Journal's special edition on the United States and a member of its international editorial board. In 2016, Dr. Davison received the Graham-Frey Civic Award which recognizes a single faculty member from all colleges and universities in the State for outstanding contributions to the development of civic learning and engagement in sustaining our participatory democracy. Dr. Davison has also appeared as an expert in several cases including the National Labor Relations Board and U.S. District Court on voting rights.

Dr. Davison received his B.A. from St. Louis University (1978), his M.A. in International Relations from the University of Notre Dame (1980), and his Ph.D. in 1985 from Washington University in St. Louis. He is a member of Phi Beta Kappa.

Office of Vice President for Student Affairs.

The Vice President for Student Affairs is the Chief Student Affairs Officer at Rollins and provides broad leadership for student learning, success, and thriving, as well strategic direction, oversight, and resource management to enhance the College's reputation for innovation in higher education. Rollins seeks to become a national model in building a student experience in support of its mission to educate students for global citizenship and responsible leadership, and the Vice President for Student Affairs will be a key force in moving the College to an integrated approach to student success.

Reporting to the President, the Vice President for Student Affairs has oversight of the following areas:

1. Office of the Dean of Students: International Student and Scholar Services, Community Standards and Responsibility, Residential Life and Explorations, Student Outreach & Resource Center, and Office of Title IX,
2. Engagement: Rollins Gateway, Center for Leadership and Community Engagement, Center for Campus Involvement, and Center for Career and Life Planning,

3. Wellness Center: Counseling and Psychological Services, Student Health Services, and Health Promotions,
4. Religious & Spiritual Life,
5. Student Center for Inclusion and Belonging,
6. Office of the Vice President for Student Affairs.

The Vice President for Student Affairs works closely with the President's Cabinet, which includes the Vice President of Academic Affairs/Provost, the Vice President for Business and Finance, the Vice President for Institutional Advancement, the Vice President for Enrollment and Marketing, the Vice President for Communications and External Relations, and the Executive Director of the President's Office. The Vice President for Student Affairs also has a highly productive and collaborative relationship with peers in Academic Affairs, Athletics, Campus Safety, Dining Services, and Human Resources.

Supervising a team of 100 professionals, the Vice President for Student Affairs leads the Student Affairs division in a variety of new initiatives including: Career and Life Planning, High-Impact Practices, Residential Life Master Planning, Diversity, Equity, Inclusion and Belonging ("DEIB") Strategic Planning, and a Wellness initiative: JED Campus Strategic Plan.

The Vice President for Student Affairs is Donna A. Lee who re-joined Rollins in July 2021. Ms. Lee received her B.A. from the University of Tampa and her M.Ed. in Counseling from Boston University. She served in the U.S. Army for 9 years, earning the rank of Captain. She accepted a position at Rollins College in 1996. She served the Rollins community for 12 years, affording her the opportunity to experience several positions of increasing responsibility. As an assistant director of Residential Life, she was privileged to live among students, gaining a unique perspective into student culture and student life outside of the classroom. As the coordinator of Diversity Programs and later as the director of Multicultural Affairs, she provided vision and leadership in shaping a diversity initiative for the College, working collaboratively with faculty, staff, and students to create programs, services, and resources to foster an inclusive campus community. She developed and taught courses designed to immerse students in learning opportunities that encouraged an exploration of self and others within diverse cultures and contexts, including service-learning experiences in the Dominican Republic and Puerto Rico. She transitioned to the role of Dean of Student Affairs in 2006. In 2008, her professional journey took her to Agnes Scott College, a private liberal arts college for women, where she served for seven years as the Vice President for Student Life & Dean of Students. She later served for six years as the Vice President for Student Affairs at Macalester College before returning to Rollins. She is actively involved in professional associations and had the privilege to serve as the president of the national association, ACPA (College Student Educators International).

Office of the Vice President for Business and Finance. The Vice President for Business and Finance also serves as Treasurer of the College. The Vice President for Business and Finance and Treasurer is the chief financial, business and emergency management officer whose responsibilities include the development of policy and strategy for and oversight of the College's financial systems, business operations, audit, and employee relations. Other areas of responsibility are legal affairs, operating and capital budget preparation and oversight, financial planning, asset management, new construction, risk management, human resources, accounting, investment management, treasury functions, information technology, facilities management operations, purchasing, commercial properties and auxiliary enterprises. The Vice President for Business and Finance serves as direct support to Board committees concerned with finance, buildings and grounds, audit and risk, and investment management. Reporting to

the Vice President for Business and Finance and Treasurer are the Associate Vice President for Finance, the Associate Vice President for Human Resources and Risk Management, the Assistant Vice President of Facilities Management, Assistant Vice President and Chief Information Officer, and Assistant Vice President Public Safety, Campus Safety.

The Vice President for Business and Finance and Treasurer is Ed Kania, who accepted the position in June 2018, after serving as the Vice President for Finance and Administration at Davidson College, Davidson, North Carolina, since 2010. Mr. Kania was Controller and Director of Business Services at Davidson College from 1990 until 2010, as well as President of the Davidson College Development Corporation from 1997 to 2008. Prior to Davidson College, Mr. Kania worked for the audit practice of Coopers & Lybrand for six years and was controller of an international architectural firm.

A past recipient of the Service to National Association of College and University Business Officers Award, Mr. Kania is a presenter, teacher and mentor through National Association of College and University Business Officers and other professional organizations. A firm believer in community service, he is a member of the Board and immediate past chair of the Private College 529 Plan, serves on the board of directors for the Mayflower Retirement Community in Winter Park, Florida ("Winter Park"), and is a member of the Board of Directors of the Winter Park Chamber of Commerce. Mr. Kania is originally from Philadelphia and received his B.S. in Accounting from Saint Joseph's University.

Office of Vice President for Enrollment Management and Marketing. The Vice President for Enrollment Management and Marketing is responsible for overseeing the division, which is responsible for the recruitment, admission, enrollment and financial awarding of first-time, full-time freshmen and transfer students. The departments that fall underneath the Office of Vice President for Enrollment Management and Marketing are Admissions, Financial Aid and Marketing and Communications. Reporting to the Vice President for Enrollment Management and Marketing are: the Associate Vice President of Enrollment and Director of Financial Aid, who oversees reporting for the division and the disbursement of institutional, federal and state financial aid; the Dean of Admission, who oversees the recruitment and admission of domestic undergraduate students; the Director of Transfer and Graduate Admission, who oversees the recruitment and admission of transfer students, adult learners in the Hamilton Holt School of Professional Advancement and graduate students in the Hamilton Holt School; the Assistant Vice President of Enrollment and International and DEIB Admission, who oversees the recruitment and admission of international undergraduate students and underrepresented students; and the Associate Vice President of Marketing and Communications, who oversees the external communications and marketing strategy for the College and maintains the College's forward-facing website.

The Vice President for Enrollment Management and Marketing, Faye F. Tydlaska, Ph.D., was appointed in December 2015. She previously spent ten years in the Enrollment division at Tulane University in New Orleans, most recently as the Associate Vice President for Enrollment and Director of Undergraduate Admission, where her efforts increased total net tuition revenue by \$10 million over five years, while also increasing the academic quality and overall diversity of the undergraduate student body. During her tenure at Tulane University, she oversaw the rebranding of Tulane University's central recruitment messaging in the aftermath of Hurricane Katrina and led the admissions team in Tulane University's rebound in enrollment following Hurricane Katrina from 887 new freshmen in 2005 to 1,742 new freshmen in 2015. During her tenure at Rollins, applications to the College of Liberal Arts have doubled, and undergraduate enrollment has increased by 14%. She received her B.A. in English with a Writing concentration from Loyola University New Orleans and her M.A. and Ph.D. in American Literature

from Tulane University. She also served as an adjunct professor and instructor of writing and literature at Tulane University and Loyola University.

Faculty and Staff

In the fall of 2023, Rollins has 228 full-time instructional faculty, 92% of whom hold the Ph.D. or appropriate terminal degree. Part-time adjunct faculty members are employed as needed. The total number of adjunct faculty fluctuates throughout the academic year. The following table presents the number of full-time faculty positions by academic units for the past five fall semesters:

**Rollins College
Full-Time Faculty
Positions by Academic Units
Fall 2019 to Fall 2023**

Academic Unit	2019	2020 ⁽¹⁾	2021	2022	2023
College of Liberal Arts	184	169	181	181	187
Crummer Graduate School of Business (MBA and EDBA)	20	21	21	20	17
Hamilton Holt School: Graduate Counseling/Health	13	10	11	10	18
Library	8	6	7	6	6
Total	225	206	220	217	228

(1) The College's response plan to COVID-19 included temporary reductions to faculty.

Source: Rollins College, Office of Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

The following table presents the staff positions by category for the past five fall semesters:

**Rollins College
Staff Positions by Category
Fall 2019 to Fall 2023**

Category	2019	2020 ⁽¹⁾	2021	2022	2023
Administrative/Professional	286	254	272	275	307
Clerical	100	84	82	76	81
Skilled Crafts	22	16	16	15	16
Service/Maintenance	60	56	56	54	59
Technical/Paraprofessional	32	27	26	29	29
Total Staff	500	437	452	449	492
Total Staff and Full-time Faculty	725	643	672	666	720

(1) The College's response plan to COVID-19 included reductions to staff.

Source: Rollins College, Office of Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

Rollins' workforce remains stable from year to year. Turnover among regular faculty and staff is low, and the College's hiring activity from year-to-year is primarily vacancy driven with hiring for any regular vacancies and new positions subject to the President's approval. The College generally does not have difficulty filling vacant positions.

The College provides its regular full-time employees with a competitive benefit package that includes the following: comprehensive health insurance coverage, including medical, dental and vision insurance, health reimbursement account contributions, 403(b) retirement plan contributions, tuition remission, paid time-off, short and long-term disability income protection, and family-friendly policies and flexible work schedules. See Note 13 "Employee Retirement Plan" of the financial statements attached to the Official Statement as Appendix B for a description of the defined contribution plan.

The employees of the College are not represented by a union and are not covered by a collective bargaining agreement. The College believes that relations with employees are good.

ACADEMIC PROGRAMS AND DEGREES

Currently, the College is made up of three separate schools: the College of Liberal Arts; the Crummer Graduate School of Business; and the Hamilton Holt School.

College of Liberal Arts. The College of Liberal Arts provides a rigorous liberal arts baccalaureate education of the highest quality, encouraging pedagogical innovation and continued professional growth in the faculty and fostering the intellectual curiosity of students underlying the desire for a lifelong education and the practice of making principled, ethical decisions for functioning as responsible citizens and workers in a global society. The College of Liberal Arts has 22 academic departments and more than 30 majors and 40 minors.

In addition to the traditional programs of study, Rollins offers a number of unique programs to students. The first is a 3/2 Accelerated Management Program which combines a four-year bachelor of arts and a two-year master of business administration degree into a five-year program. The College offers a 3/2 Pre-Engineering Program, offering a three-year program in the liberal arts and sciences at Rollins with two years of concentrated work in engineering at one of three outstanding engineering schools: Case Western Reserve University, Washington University in St. Louis, or University of Miami. The 3/2 Pre-Engineering Program leads to a B.A. in pre-engineering from Rollins and a B.S. from the engineering school.

The College offers an Honors Program, designed for exceptional students looking for a heightened educational journey. The Honors Program combines distinct interdisciplinary courses and team-taught honors seminars with significant independent research opportunities and the chance to meet with distinguished visiting speakers and lecturers. The Honors Degree Program leads to a distinct and separate undergraduate degree - Artium Baccalaureus Honoris, the Honors Bachelor Degree of Arts.

The College has a comprehensive Pre-Health Professions Advising Program for students seeking careers in dentistry, medicine, veterinary medicine, or any other allied health profession, as well as a Pre-Law Advising Program.

Crummer Graduate School of Business. The Crummer Graduate School of Business offers three MBA programs: the Early Advantage MBA; the Flex MBA; and the Executive MBA; as well as the EDBA program. The Early Advantage MBA is a full-time day program designed specifically for recent college graduates and those undergoing career changes. The Early Advantage MBA program is completed within 16 to 20 months. The Professional MBA program is a 20-month program designed for students with a wide range of educational and professional experience that mirrors the workplace. Students can continue working while earning their MBA. The Executive MBA program is an intense, comprehensive program designed for mid- to senior-level professionals with 10 or more years' managerial experience. The accelerated program is completed in 16 months. The EDBA, program is for executives who have an MBA

or a master's degree in a related advanced degree. Each student works closely with a faculty advisor for the duration of the three-year program, meeting once a month on campus.

Hamilton Holt School. The Hamilton Holt School at Rollins offers bachelor's and master's evening degree programs designed for working adults. In weekday and weekend classes that average 12 students, Hamilton Holt School students collaborate with distinguished faculty and diverse students of all ages and backgrounds while participating in hands-on original research and developing career-applicable skills. The Hamilton Holt School offers 11 evening undergraduate programs and nine evening graduate programs. The Hamilton Holt School also offers one graduate certificate program in racial reconciliation and community restoration.

Degrees Conferred by the College. The following table presents the degrees conferred by Rollins by levels and programs for the past five academic years:

Rollins College					
Degrees Conferred by Levels and Programs ⁽¹⁾					
Academic Years 2019-2020 through 2023-2024					
Degree - Academic Unit/Program	2019- 2020	2020- 2021	2021- 2022	2022- 2023	2023- 2024
Bachelor's					
College of Liberal Arts (AB, ABH)	493	511	482	528	479
Hamilton Holt School (BA)	131	107	111	101	77
Subtotal	624	618	593	629	556
Master's					
Crummer Graduate School of Business (MBA)	125	77	156	130	107
Hamilton Holt School					
Applied Behavior Analysis (MABACS)	9	12	9	7	9
Human Resources (MHR)	25	24	26	17	20
Liberal Studies (MLS)	5	6	9	4	7
Mental Health Counseling (MAC)	26	22	19	29	29
Public Health (MPH)	17	11	15	6	5
Strategic Communication (MSC)	-	-	-	-	0
Teaching (MAT)	5	6	10	9	5
Subtotal	212	158	244	202	182
Doctorate					
Crummer Graduate School of Business (EDBA)	3	11	6	8	8
Subtotal	3	11	6	8	8
Grand Total	839	787	843	839	746

(1) The date range for reported degrees is July 1 to June 30 (e.g., the 2023-2024 reporting range is July 1, 2023 to June 30, 2024).

Source: Rollins College, Office of Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

ENROLLMENT AND STUDENT DEMAND DATA

Overview and Strategies.

The College constantly reviews and updates its enrollment strategies for each of the College of Liberal Arts, the Crummer Graduate School of Business and the Hamilton Holt School. For Fall 2024, the College enrolled 2,968 students (full-time equivalent), the majority being enrolled in the College of Liberal Arts.

The College of Liberal Arts. The College of Liberal Arts continues to draw students from across the globe with fewer than half of its students originating from the State. The College has made strong inroads in international recruitment with the proportion of students originating internationally nearing 10% of the undergraduate population. The College believes that the optimal enrollment in the College of Liberal Arts is around 2,300, and for Fall 2024, the College of Liberal Arts enrollment totaled 2,341. After two consecutive years of exceeding its freshman class targets, the College opted to reduce enrollment targets for Fall 2024 enrolling 566 new freshman and 97 transfer students.

Recruitment initiatives include, among other items an increased focus of recruitment diversity, equity and inclusion, a renewed focus on (post-Covid) intentional out of state and international travel, including new inroads within South Africa, targeted visit campaigns and a new audience-based web strategy.

Crummer Graduate School of Business. The Crummer Graduate School of Business enrolled 188 students for Fall 2024 between its undergraduate and graduate programs. The Crummer Graduate School of Business draws the preponderance of its students from the State. In response to enrollment declines in recent years, the College has implemented several strategies to boost enrollment at the Crummer Graduate School of Business. These include a focus on Operational Excellence and Program Innovation, resulting in a significant increase in MBA enrollment, with the second largest class in the past seven years. New programs like the One-Year STEM MBA and a revamped Executive MBA have been launched. The emphasis on Executive Education and Certifications has expanded non-degree offerings, attracting a broader audience and increasing revenues. By leveraging strategic partnerships with industry leaders, the Crummer Graduate School of Business has enhanced its program offerings and visibility. Additionally, the development of a Consortium for Custom Executive Education aims to deliver tailored programs to corporations. Finally, center-driven initiatives, particularly through the newly established AI-EDGE Center, are positioning the Crummer Graduate School of Business as a leader in AI education.

The Hamilton Holt School. The Hamilton Holt School enrolled 439 students for Fall 2024 between its undergraduate and graduate programs. The College implemented a strategic plan for the Hamilton Holt School in the 2022-2023 year, which has already yielded positive market feedback. Key changes include pushing back class start times to better accommodate working adults and introducing Holt Hybrid for more flexible scheduling. The addition of a Master's in Strategic Communications program has exceeded enrollment expectations. Looking ahead, the College plans to launch an interdisciplinary major program aimed at degree completion within the next year and is exploring the feasibility of a Data Analytics program. Additionally, a new Dean with extensive experience in adult education joined in the summer of 2024, further strengthening the College's focus on adult learners.

Enrollment.

The following table presents the College's full-time equivalent (FTE) student enrollment by levels and programs for the past five fall semesters:

Rollins College Enrollment by Levels and Programs Full Time Equivalent⁽¹⁾ Fall 2020 to Fall 2024					
Academic Unit/Program	2020	2021	2022	2023	2024⁽²⁾
Undergraduate					
College of Liberal Arts	2,126	2,141	2,234	2,294	2,341
Hamilton Holt School	391	329	286	250	248
Crummer Graduate School of Business	28	28	25	25	31
Subtotal	2,545	2,498	2,545	2,569	2,620
Graduate					
Crummer Graduate School of Business MBA	184	205	180	131	134
Hamilton Holt School Graduate Programs	216	196	169	188	191
Subtotal	400	401	349	319	325
Doctorate					
Crummer Graduate School of Business – Business Administration (EDBA)	45	46	33	29	23
Subtotal	45	46	33	29	23
FTE Total	2,990	2,945	2,927	2,917	2,968

⁽¹⁾ The Full-time Equivalent (FTE) is calculated as follows: Undergraduate = Number of full-time students + sum of credit hours of part-time students/12. Graduate = Number of full-time students + sum of credit hours of part-time students/9. Study abroad students are included.

⁽²⁾ Enrollment data as of the October 4, 2024 census.

Source: Rollins College, Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

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Application, Admissions and Enrollment Information.

The following table presents first-time/first-year applications, admissions and enrollments for the College of Liberal Arts for the past five fall semesters:

Rollins College First-Time/First-Year Applications, Admissions and Enrollments Fall 2020 to Fall 2024						
Fall Term	Number of Applicants	Number of Students Accepted	Percent of Applicants Accepted	Number of Students Enrolled	Percent of Applicants Enrolled	Percent of Accepted Students Enrolled
2020	6,076	3,695	61%	504	8%	14%
2021	8,413	4,090	49%	549	7%	13%
2022	9,022	4,510	50%	632	7%	14%
2023	9,794	3,976	41%	638	7%	16%
2024	8,866	4,213	48%	566	6%	13%

Source: Rollins College, Office of Institutional Research and Office of Admission, retrieved from the Student Information System (Banner by Ellucian).

Retention Rates (College of Liberal Arts).

The College continues to focus on retaining existing students, with a goal of achieving a freshman to sophomore retention rate of 85% each year. A Director of Retention was hired in October 2023 and has created a retention plan focused on commuter population, underrepresented students, financial wellness, and academic motivation and advising. This retention plan is being implemented in Fall 2024. The following table shows the Undergraduate Freshman-to-Sophomore Retention Rates for the freshmen cohorts entering in Fall 2019-2023:

Rollins College Freshman-to-Sophomore Retention Rates Cohorts Entering Fall 2019 to Fall 2023					
Cohort Entering	Fall 2019	Fall 2020	Fall 2021	Fall 2022	Fall 2023
Retention Rate	87.2%	83.3%	85.8%	82.6%	85.4%

Source: Rollins College, Office of Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

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Graduation Rates (College of Liberal Arts).

The following table presents the five-year graduation rates for the Fall 2014 to 2018 cohorts:

Rollins College					
Five-Year Graduation Rates					
Cohorts Entering Fall 2014 to Fall 2018					
Cohort Entering (Graduating Year)	Fall 2014 (2020)	Fall 2015 (2021)	Fall 2016 (2022)	Fall 2017 (2023)	Fall 2018 (2024)
Graduation Rate	81%	71%	78%	77%	75%

Source: Rollins College, Office of Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

Geographic Origin of Student Body.

The College draws its student body from across the United States and many foreign countries. The following table presents a summary of the geographic origin of the entire student body for the five fall terms from 2020 to 2024:

Rollins College					
Geographic Origin of Student Body⁽¹⁾					
Fall 2020 to Fall 2024					
State	Fall 2020	Fall 2021	Fall 2022	Fall 2023	Fall 2024
Florida	2,015	1,890	1,793	1,747	1,726
Massachusetts	69	64	79	95	111
New York	70	72	94	100	105
Pennsylvania	52	45	52	62	74
Connecticut	45	54	47	48	53
Maryland	37	36	36	35	37
New Jersey	46	58	59	69	73
Ohio	21	23	25	32	31
Texas	42	43	54	56	52
Georgia	46	57	57	59	56
Virginia	35	31	32	31	33
Other States	369	438	432	432	419
Foreign Countries	257	246	270	247	280
Total	3,104	3,057	3,030	3,013	3,050

(1) Based on headcount

Source: Rollins College, Office of Institutional Research and Office of Admission, retrieved from the Student Information System (Banner by Ellucian).

Tuition, Fees, Room and Board.

The College meets the cost of its operations primarily through tuition, fees, room and board charges, gifts, grants and endowment income. Approximately 62% of the College's annual operating revenue is obtained through tuition, room and board. During Fiscal Year 2024, the College granted tuition discounts of approximately \$71 million utilizing a combination of donor gifts and endowment and College funds to provide such financial assistance.

The following table presents the tuition, fees and annual room and board fees for the past five academic years for the Undergraduate College of Liberal Arts:

Rollins College					
Undergraduate Tuition, Fees and Annual Room and Board					
College of Liberal Arts					
Academic Years 2020-2021 to 2024-2025					
Fee Type	2020-2021⁽¹⁾	2021-2022	2022-2023⁽²⁾	2023-2024	2024-2025
Tuition and Fees	\$53,716	\$54,740	\$56,110	\$58,300	\$60,580
Room	9,250	9,250	9,480	9,850	10,230
Board	5,750	5,750	6,100	6,340	6,590
Total	\$68,716	\$69,740	\$71,690	\$74,490	\$77,400

(1) Students electing to study remotely received a \$2,500 per semester credit towards tuition for the fall semester 2020.

(2) In academic year 2022-2023, the standard board plan changed from 10 swipes to 15 swipes to align with Federal requirements.

Source: Rollins College, Office of Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

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In the Hamilton Holt School, undergraduate students are charged a fee per credit hour and graduate students are charged a fixed fee per course. The following table presents the cost of attendance at the Hamilton Holt School for the past five academic years:

Rollins College Hamilton Holt School Cost of Attendance Academic Years 2020-2021 to 2024-2025					
Program/Fee Type	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Undergraduate (per credit hour)	\$503	\$512	\$525	\$525	\$525
<u>Graduate (per course)</u>					
MA ABACS ⁽¹⁾	2,560	2,608	2,804	2,163	2,175
MA Human Resources	2,740	2,792	2,872	2,948	3,020
MA Liberal Studies	2,052	2,092	2,092	2,112	2,144
MA Mental Health Counseling	2,025	2,064	2,121	2,181	2,226
MA Public Health ⁽²⁾	2,608	2,644	2,696	2,397	2,250
MA Strategic Communication	N/A	N/A	N/A	1,977	1,977
MA Teaching	1,695	1,728	1,728	1,746	1,746

(1) In academic year 2022-2023, the Applied Behavior program reduced overall credit hours required from 57 to 45. Overall tuition cost for the program did not change.

(2) In academic year 2023-2024, the Public Health program reduced overall credit hours required from 49 to 42. Overall tuition cost for the program did not change.

Source: Rollins College, Office of Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

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The Crummer Graduate School of Business does not have per credit hour fees. It charges a fee for the complete program. The program usually takes between 16 to 28 months to complete. The following table presents the cost of attendance for the Crummer Graduate School of Business for the past five academic years:

Rollins College Crummer Graduate School of Business Cost of Attendance ⁽¹⁾					
Academic Years 2020-2021 to 2024-2025					
Program Track	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
<u>Graduate (total program tuition)</u>					
Early Advantage MBA	\$80,340	\$81,866	\$84,156	\$87,944	\$87,944
Executive MBA ⁽²⁾	93,070	93,070	93,070	93,070	\$75,000
Professional MBA	63,867	63,867	63,898	63,898	63,898
<u>Doctorate (total program tuition)</u>					
Executive Doctorate	107,012	109,045	112,112	112,112	\$112,112

(1) Crummer Graduate School of Business tuition is based on program total cost.

(2) Program no longer includes costs for residencies which will now be charged separately.

Source: Rollins College, Office of Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

Tuition and Fees Revenue.

The following table presents the College's gross Tuition and Fees revenue for the past five Fiscal Years (in \$000):

Fiscal Year Ended	Undergraduate College of Liberal Arts	Crummer Graduate School of Business	Hamilton Holt School	Total
2020	\$107,834	\$ 9,778	\$7,647	\$125,259
2021	112,048	11,022	8,841	131,911
2022	113,518	11,834	7,773	133,125
2023	122,333	10,743	6,748	139,824
2024	132,178	8,785	6,512	147,475

Source: Rollins College, Office of Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

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Peer Institutions.

Many of the College's qualified applicants also apply to other private and public colleges and universities. The following table shows the 2024-25 academic year tuition and fees charges for the College's peer private institutions. Rollins crosses applications most often with other public and private institutions in the State. The largest overlap with the public universities in the State includes the University of Central Florida, Florida State University, the University of Florida and the University of South Florida. The top private institutions in the College's cross application pool include the University of Charleston, Elon University, High Point University, Eckerd College, Stetson University and the University of Miami.

Tuition Rates for Selected Private Institutions (Academic Year 2024-25)

Institution	Tuition and Fees	Institution	Tuition and Fees
Macalester College	68,104	Ohio Wesleyan University	53,888
Sarah Lawrence College	66,862	Wagner College	53,200
St Lawrence University	65,900	Bryant University	52,627
Hobart William Smith College	64,842	Dominican Univ of California	52,161
University of Puget Sound	62,898	Luther College	52,120
Muhlenberg College	62,805	Pacific Lutheran University	51,984
Rollins College	60,580	Eckerd College	51,884
Susquehanna University	59,850	Augustana College	51,598
Furman	59,770	Willamette University	51,156
St Olaf College	59,760	Whittier College	51,150
Illinois Wesleyan University	57,734	Manhattan College	50,500
Stetson University	57,410	Saint Anselm College	48,920
Rhodes College	57,110	High Point University	47,712
Allegheny College	56,550	Elon University	46,958
Pacific University	56,374	Hope College	41,970
Gustavus Adolphus College	56,066	Roanoke College	38,068
Emerson College	55,742		

Source: Rollins College, Department of Finance

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Student Financial Aid.

Rollins offers assistance in the form of scholarships, grants, loans and on-campus employment, either as a single entity or as part of a total financial aid package. More than 98% of College of Liberal Arts students and 88% of all students receive financial assistance of some kind. During Fiscal Year 2024, Rollins awarded over \$102 million in institutional, federal and state aid based on such qualifications as academic performance, leadership, performing arts talent, athletic ability, and financial need.

The following table presents certain information relating to sources of financial aid for the five academic years from 2019-2020 through 2023-2024:

Rollins College Source of Financial Aid Academic Years 2019-2020 to 2023-2024 (in thousands)					
Academic Year	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Tuition and Fee Revenues	\$125,259	\$131,911	\$133,125	\$139,824	\$147,475
Institutional Financial Aid (Included in Financial Statements)					
Scholarship Allowances	56,276	59,132	62,782	67,193	71,262
COVID-19 Virtual Grants		2,724	-	-	
Work Study/Graduate Assistantships	789	1,084	620	608	786
Perkins Loans	-	-	-	-	-
SEOG Financial Aid	303	377	488	502	681
Total College Aid	57,368	63,317	63,890	68,303	72,729
Total College	57,368	63,317	63,890	68,303	72,729
Pass-Through Financial Aid (excluded from financial statement)					
<i>Federal Funding</i>					
PELL and Similar Grants	3,318	3,428	3,085	3,060	3,386
Direct Loans	17,797	16,527	16,774	16,576	17,692
Total Federal Funding	\$21,115	19,955	19,859	19,636	21,078
<i>State Funding</i>					
Resident Access Grants	3,922	3,854	3,527	2,362	4,113
Florida Student Assistance	961	959	962	967	959
Bright Futures	4,319	4,107	3,539	3,210	2,984
Other	70	67	93	101	139
Total State Funding	9,272	8,987	8,121	6,640	8,195
Total Pass-Through Financial Aid	\$30,987	\$28,942	\$27,980	\$26,276	\$29,273
Total Aid to Students	<u>87,755</u>	<u>92,259</u>	<u>91,870</u>	<u>94,579</u>	<u>102,002</u>
% of Tuition and Fee Revenues	73.3%	69.9%	69.0%	67.6%	69.2%

Source: Rollins College, Office of Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

Student Life and Activities.

Rollins' Center for Campus Involvement boasts more than 122 registered student organizations, ranging from social and cultural to service, special interest, and honorary, as well as four fraternities and eight sororities. The Student Government Association (SGA) is the College's student-organized governance body, with representatives from each class year and major campus organizations. The SGA brings student voices to campus-wide committees and programs. Fox Funds is a Student Government committee consisting of senators and student leaders who meet on a weekly basis to hear proposals from registered student organizations seeking funding support for campus-wide events and initiatives. The Center for Campus Involvement works with student groups to create and plan events, workshops, and activities that provide engaging campus and leadership opportunities for Rollins students.

Rollins is consistently recognized as a community engagement leader. The Center for Leadership and Community Engagement ("CLCE") inspires action and cultivates positive social change through leadership development and community engagement. The CLCE offers community engagement courses, institutes on democracy, immersion, service, and leadership programs. CLCE sponsors an annual SPARC (Service, Passion, Action, Rollins College) Day partnering with more than 32 nonprofit community partners that engages new incoming students, faculty, and staff volunteers in direct service throughout the Greater Orlando Area resulting in over 3,500 hours of service each year. Additionally, CLCE sponsors a Bonner Leaders Program which each August welcomes a new four-year cohort of students who engage in a leadership curriculum and participate in 250 hours of service with more than two dozen local nonprofits each year.

Approximately 70% of Rollins students study abroad before they graduate. Rollins offers more than 50 approved semester-long study abroad programs, as well as faculty-led summer programs and a range of faculty-led short-term field studies during winter, spring, and summer breaks.

Rollins competes at the NCAA Division II level as a member of the Sunshine State Conference. The Tars have 23 NCAA national championships, 74 SSC championships, and 23 SSC tournament championships. More than 500 student-athletes compete for Rollins across 21 men's and women's varsity teams.

HOUSING AND THE 2024 RESIDENCE HALL PROJECT

Residence Halls and Occupancy.

The College has a policy that all full-time College of Liberal Arts students must live on campus for three years or six semesters. Exceptions are made for students who meet certain criteria – *e.g.*, married students or students who live with their parents or legal guardian within a 50-mile radius of Rollins' campus. The College believes that on-campus living is integral to learning in a traditional liberal arts environment, and this policy aims to enhance student engagement and success. By providing affordable and accessible housing, the College can alleviate the financial burden on students and their families. However, it also increases the pressure on available housing resources.

Increased enrollment over the past few years and a resulting higher-than-expected number of current students who applied for on-campus housing, coupled with a shortage of nearby housing available to, and suitable for, students have caused a unique housing challenge. Property values adjacent or close to the College have skyrocketed, with homes that once were rented to students being razed and rebuilt into multi-million-dollar homes. The high cost of off-campus living is driving more students to seek on-campus accommodations. This transformation has significantly increased the demand for on-campus housing.

Rollins has temporarily relaxed the residency requirement for most students. The College remains committed to providing housing for all students who wish to live on campus.

The College is also committed to returning to a more rigid stance in its on-campus residency policy at the completion of the 2024 Residence Hall Project. See "The 2024 Residence Hall Project" below.

Historical occupancy rates further underscore the need for additional housing. Notably, the number of residence halls and total beds have increased over the years, but the percent occupancy has remained high, indicating persistent demand for on-campus housing. The data also reflects the impact of COVID-19 on occupancy rates, with a significant drop during the 2020-2021 academic year. This historical perspective highlights the ongoing challenge of meeting housing demand and the importance of expanding on-campus housing options. The College continued to increase its bed count through the construction of the Lakeside Neighborhood Apartments (3 phases that opened in tranches from 2020–2021) and will continue to do so through the new 2024 Residence Hall Project, which will add 297 beds (net 218 beds with the demolition of Holt Hall).

Due to the increase in demand for on-campus housing beginning in Fall 2022, the College began modifying the bed count available to meet student demand. This resulted in some doubles becoming triples and quadruples becoming quintuples. In Fall 2022 and 2023, the College maintained 21 residence halls and apartments and the "as-built" bed count of all residential halls in use was 1,565, resulting in occupancy levels of 101.3% and 104.2%, respectively, based on the as-built bed count. The College was able to modify the unit configurations to provide available beds of 1,640 and 1,659 for these years. In Fall 2024, the College demolished Holt Hall, a 79-bed residential hall, to make way for the 2024 Residence Hall Project which will include 297 beds. The loss of beds during the construction period has further caused the College to modify its campus residency requirement and resulted in the as-built occupancy level to increase to 103.5% for Fall 2024, which further illustrates the need for additional on-campus housing.

The table below presents residence hall occupancy figures as reported to *Integrated Postsecondary Education Data System* and shows total beds made available in the fall of each academic year from Fall 2020 through Fall 2024 (as-built and modified beds) and the utilization of those beds and occupancy rates:

Rollins College Residence Hall Occupancy Undergraduate Students Academic Years 2020-2021 to 2024-2025					
Occupancy	Fall 2020⁽¹⁾	Fall 2021	Fall 2022	Fall 2023	Fall 2024
Number of Residence Halls	18	21	21	21	20
Total Beds (As-Built)	1,387	1,553	1,565	1,565	1,486
Percent Occupancy (As-Built)	64.2%	93.6%	101.3%	104.2%	103.5%
Total Beds (Modified)	950	1,553	1,640	1,659	1,672
Percent Occupancy (Modified)	93.8%	93.6%	96.6%	98.3%	92.0%
Percent Undergraduate Living on Campus	41.9%	67.7%	70.0%	71.9%	65.1%

(1) For fall semester 2020, only 950 beds were available due to the College's COVID response plan of single occupancy rooms only. 94% occupancy is based on 891 beds having been assigned to students.

Source: Rollins College, Office of Institutional Research, retrieved from the Student Information System (Banner by Ellucian).

The 2024 Residence Hall Project.

A portion of the proceeds of the Series 2024 Bonds will be used, in part, to finance the construction of a new 297-bed residence hall (the "2024 Residence Hall Project"). The 2024 Residence Hall Project is the result of a strategic review by the College of housing needs on the campus and the College's ability to address these needs. As described above, factors that drive the necessity for constructing the 2024 Residence Hall Project include: the stable and growing enrollment in the College of Liberal Arts; current housing demand exceeding the as-built occupancy of the current on-campus housing offerings; the three-year residency requirement; and the high cost of off-campus living in the Winter Park market which is causing more students to desire living on campus.

Further, the construction of the 2024 Resident Hall Project represents an efficient utilization of limited land south of Fairbanks Avenue, maximizing the use of available space to benefit the student community. Overall, the rationale for undertaking the 2024 Residence Hall Project is rooted in addressing enrollment growth, meeting housing demand, supporting residency requirements, and making efficient use of scarce campus land.

The 2024 Residence Hall Project has a currently estimated cost of \$72 million, which will be fully funded by proceeds of the Series 2024 Bonds. The 2024 Residence Hall Project will be located on the College's campus with a lake front view. It will include two classrooms and a new 40-seat fast-casual dining facility. The 2024 Resident Hall Project will be fully incorporated into the existing campus environment, a short walk from the center of the campus. It is expected that the 2024 Residence Hall Project will be open to students beginning in fall 2026. An additional benefit in the design of the 2024 Residence Hall Project is the efficient use of land south of Fairbanks Avenue. The College is land-locked between Fairbanks Avenue and Lake Virginia. Any new project in that area needs to include a strategic review of the potential use of the land, which was the case with the 2024 Residence Hall Project.

COLLEGE FACILITIES AND COMMERCIAL PROPERTIES

College Facilities.

The College is located in Winter Park, a quaint community adjacent to the City of Orlando. Fifty miles from the Atlantic Ocean and seventy miles from the Gulf of Mexico, the 80-acre campus is bounded by Lake Virginia to the East and South. A traditional Spanish-Mediterranean architecture characterizes the College facilities.

Commercial Properties Including the Alfond Inn.

Commercial Office Buildings. The College owns two commercial Class A office buildings, a retail shopping plaza, two small commercial buildings, as well as an 850-space parking garage in downtown Winter Park. Approximately 53% of the parking spaces in the garage are used for College parking. In total, the College has 140,000 square feet of leasable space, of which the College utilizes 8,000 square feet for its use, and 3,000 square feet are currently vacant. The spaces are highly desirable, and as such, many of the tenants are nationally known and agree to long-term leases, including Restoration Hardware, Truist Bank, Coldwell Banker, Starbucks, Merrill Lynch, Evereve, Tempurpedic, Bang & Olufsen, and FedEx Kinkos.

The Alfond Inn. The College also owns and operates the Alfond Inn, a hotel and conference center immediately adjacent to its campus. The Alfond Inn is a 183-room philanthropic boutique hotel with nearly 12,500 square feet of indoor meeting space. First opened in 2014 and expanded and fully renovated in 2023-2024, the Alfond Inn provides hotel accommodations for guests of the College and the community while

generating income to be used for scholarships. The Alfond Inn is located within walking distance of the campus and downtown Winter Park. The Alfond Inn has earned a variety of accolades and awards, including:

- *U.S. News & World Report* – Best Hotels in U.S. – 2019 & 2020
- *U.S. News & World Report* – Top 10 Hotels in Orlando/Walt Disney Resorts – 2020 & 2021
- *Condé Nast Traveler* – Readers' Choice Awards: Best Hotels in Florida – 2014 - 2023
- *Wine Spectators* "Best of" Excellence Award – 2017, 2018 & 2019
- *Travel & Leisure* – Top 15 Best City Hotels in the Continental U.S. – 2017, 2021 & 2022
- *Travel & Leisure* - World's Best Awards, A Top 15 Hotel in Florida - 2022
- AAA Four Diamond Award – 2014 – 2019 & Inspectors Best of Award – 2014 – 2021
- TripAdvisor Best in Housekeeping & Travelers Choice Awards – 2020 & 2021

Phase 1. Phase 1 of the Alfond Inn was constructed in 2013 (112 rooms). The Alfond Inn was developed on a 3-acre parcel of land that the College acquired in 2008 for \$9.9 million. The Alfond Inn, constructed at a cost of \$36.3 million, was funded in part by a \$12.5 million grant from the Harold Alfond Foundation (the "Foundation"). The unique structure of the Foundation grant established an endowed fund for the Alfond Scholars program—the College's premier scholarship fund, which annually awards up to 10 full scholarships—including tuition, room, and board—to entering first-year students in the College of Liberal Arts. Recipients have demonstrated the desire and commitment to pursue additional prestigious recognition such as Rhodes, Goldwater, or Truman scholarships during their undergraduate years. Net operating income from the Alfond Inn is directed to the scholarship fund for the first 25 years or until the endowment principal reaches \$50 million, whichever comes later.

Phase 2. Phase 2, completed in 2024, expanded the Alfond Inn by 71 rooms and added additional conference space, a café, and a spa. In addition, lobby areas and all existing rooms were renovated. Phase 2 was funded by a similarly unique, \$30 million anonymous gift, calling for the proceeds from the expansion to directly benefit student athletes through scholarships. The net cash flow for Phase 2 directly benefits student athletes through scholarships. The remainder of the Phase 2 expansion was funded by the Series 2022 Loan obtained by the College. Phase 2 is projected to generate incremental net cash flow of \$1.5 million in 2025.

The Alfond Inn houses The Alfond Collection of Contemporary Art at Rollins College. A work in progress, the collection is the brainchild of noted art collectors Barbara (R'68) and Theodore "Ted" Alfond (R'68). Barbara and Ted Alfond, along with independent curator Abigail Ross Goodman, have selected and purchased to date over 600 paintings, photographs, sculptures, and mixed media works by established and emerging contemporary artists from around the world. The works were donated to the College and are part of the permanent collection of The Rollins College Museum. To date, the cost value of the gifts of art are estimated at \$25 million.

SELECTED FINANCIAL INFORMATION

Summary of Financial Information.

The following tables present certain financial information relating to the College for Fiscal Years 2020 through 2024, which has been extracted from the audited financial statements of the College for such years. For more detailed information regarding the most recent financial results and condition of the College, see the College's Independent Auditor's Report and Consolidated Financial Statements Fiscal Year 2024 (the "2024 Financial Statements") attached to the Official Statement as Appendix B (the "2024 Financial Statements"). No representation is made that the information is comparable from year to year, or that the information as shown taken by itself presents fairly the results of operations of the College for the periods shown. The following financial information should be read in conjunction with the 2024 Financial Statements.

Rollins College Condensed Balance Sheet For the Fiscal Year

Assets	2020	2021	2022	2023	2024
Cash and Equivalents	\$24,880	\$55,329	\$44,701	\$49,199	\$38,805
Student Receivables & Loans	1,457	2,010	2,244	1,949	1,462
Contributions Receivables	38,678	39,120	25,627	18,529	15,312
Charitable Trusts	4,149	4,930	4,733	4,004	4,000
Long-Term Investments	343,091	430,925	440,298	413,049	455,424
Land, Buildings and Equipment, Net	274,270	293,998	308,038	331,677	332,588
Non-Student Receivables and Other	4,134	4,427	7,472	6,878	8,164
Investments Held in Trust by Others	17,638	21,911	19,591	18,329	20,376
Total Assets	\$708,297	\$852,650	\$852,704	\$843,614	\$876,131
Liabilities					
Accounts Payable and Accrued	\$17,128	\$16,103	\$14,985	\$16,198	\$14,221
Deferred Revenues	5,610	8,106	8,241	7,845	7,060
Other Liabilities	10,375	5,634	3,874	2,489	2,541
Long-Term Debt	190,109	216,501	211,276	228,165	223,595
Total Liabilities	\$218,875	\$246,344	\$238,376	\$254,697	\$247,417
Net Assets					
Without Restrictions	\$101,918	\$129,021	\$141,333	\$166,979	\$170,677
With Donor Restrictions	387,504	477,285	472,995	421,938	458,036
Total Net Assets	\$489,422	\$606,306	\$614,328	\$588,917	\$628,713
Total Liabilities and Net Assets	\$708,297	\$852,650	\$852,704	\$843,614	\$876,131

Source: For Fiscal Years 2020-2024, Rollins College Consolidated Financial Statements.

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Rollins College
Condensed Income Statement
For the Fiscal Year
(in thousands)

Operating	2020	2021	2022	2023	2024
Tuition and Fees	\$125,259	\$131,911	\$133,125	\$139,824	\$147,476
Financial Aid	<u>(56,272)</u>	<u>(61,856)</u>	<u>(62,782)</u>	<u>(67,193)</u>	<u>(71,262)</u>
Net Tuition and Fees	\$68,987	\$70,055	\$70,343	\$72,631	\$76,214
Other Auxiliary Revenues (Dining, Housing, etc.)	15,118	15,715	24,923	28,978	31,658
Operating Gifts & Grants	10,699	15,752	15,594	10,880	9,679
Endowment Spending & Other					
Investment Revenue	20,041	19,780	17,307	17,689	19,447
Hotel Revenues	14,249	8,990	17,313	16,815	25,601
Other Revenues	10,011	6,296	9,730	10,920	11,851
Total Operating Revenue	<u>\$139,105</u>	<u>\$136,588</u>	<u>\$155,210</u>	<u>\$157,913</u>	<u>\$174,360</u>
Operating Expenses (Including Depreciation)	140,328	125,236	148,682	161,207	178,193
Net Income/(Loss) from Operations	<u>\$(1,223)</u>	<u>\$11,352</u>	<u>\$6,528</u>	<u>(\$3,294)</u>	<u>(\$3,833)</u>
Non-Operating					
Non-Operating Gifts & Grants	\$7,083	\$14,493	\$13,161	\$8,609	\$8,815
Endowment and Other Investment Income	4,528	110,223	6,262	(13,332)	52,578
Appropriation of Endowment Assets for Expenditure	(18,991)	(18,937)	(18,069)	(17,441)	(18,125)
Other Non-Operating Changes	(263)	(247)	140	47	362
Non-Operating Activities	<u>\$(7,643)</u>	<u>\$105,532</u>	<u>\$1,494</u>	<u>(\$22,117)</u>	<u>\$43,630</u>
Change in Net Assets	<u>\$(8,866)</u>	<u>\$116,884</u>	<u>\$8,022</u>	<u>(\$25,411)</u>	<u>\$39,797</u>
Net Assets at Beginning of Year	\$498,288	\$489,422	\$606,306	\$614,328	\$588,917
Net Assets at End of Year	<u>\$489,422</u>	<u>\$606,306</u>	<u>\$614,328</u>	<u>\$588,917</u>	<u>\$628,714</u>

Source: For Fiscal Years 2020-2024, Rollins College Consolidated Financial Statements.

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Management Discussion.

Rollins has been fortunate to sustain consistent enrollment in recent years including record high first-time-in-college enrollments in the fall of 2023. The consistency continued for fall 2024 enrollments as the College of Liberal Arts, the primary revenue driver for the College, currently has 2,341 students enrolled, which exceeds the 2,300 fall 2024 budget. In addition to tuition revenue, Rollins diversifies revenue through fundraising and its ownership of the Alford Inn and various commercial properties.

With positive enrollment numbers in recent years, Net Tuition and Fees revenue has increased each of the last five years reaching \$76.2 million in fiscal year ended May 31, 2024. Unlike many private institutions, the College continues to realize consistent tuition revenue growth from strengthening enrollment and maintaining stable tuition discount levels. Rollins posted an Income Loss from Operations, on a GAAP basis, of \$3.3 million in FY2023 and \$3.8 million in FY2024, each partially driven by an increase in non-cash items such as depreciation. The College's campus remains in excellent condition which reflects the generosity of donors and recent debt funded capital projects. However, the investments to campus have resulted in the annual depreciation expense increasing by approximately \$5.9 million over the last five fiscal years. The condition of the College's campus is reflected in its current Average Age of Plant of approximately 13 years. The College also relies on gift revenue to fund plant, this gift revenue is shown as non-operating and totaled \$28.5 million over the past five years or an average of \$5.7 million per year.

Rollins has a sound balance sheet as Total Net Assets have increased from \$489 million in fiscal year 2020 to \$629 million in fiscal year 2024. While Rollins does not have plans for any additional debt after the Series 2024 Bonds, the College recognizes the additional debt burden and has prudently planned for the increased liability including structuring the debt service on the Series 2024 Bonds around the existing debt to minimize the impact of the new debt on its annual operations. Total Cash and Investments has increased by approximately 35% since fiscal year 2020 further offsetting the impact of the additional debt to its balance sheet. From a strategic perspective, the College will increase its on-campus housing by 297 units (net 218 beds). The new units, comprised of mostly single and double suites, will be highly sought after by students as off-campus housing in the Winter Park and other surrounding areas is increasingly unavailable or expensive and the beds should also provide additional revenue once the residence hall is completed.

The College's Endowment Net Assets have grown by more than 33% since Fiscal Year 2020 totaling more than \$484 million for fiscal year 2024. The College's investment policies assume that annual appropriation of endowment assets for spending over the long term will represent 4.5% based on a 20-quarter rolling average, lagged by one quarter. Gifts and Contributions have also enhanced the balance sheet as Rollins has averaged annual gifts of \$18.6 million over the last 5 years. Fiscal Years 2021 and 2022 experienced an increase in giving due to large donor pledges to fund specific projects related to the Innovation Triangle, Rollins Museum, and the Black Box Theatre.

Rollins is unique in that it owns a 183-room philanthropic boutique art hotel within walking distance of campus and downtown Winter Park. Phase 1 was constructed in 2013 (112 rooms), and in 2024, Phase 2 expanded the hotel by 71 rooms, renovated existing rooms, and added additional conference space, a spa and a cafe. The unique structure of Alford Inn established an endowed fund for the College's premier scholarship fund, Alford Scholars program, which annually awards up to ten full tuition scholarships, including room and board, to entering first-year students in the College of Liberal Arts at the College. Through the generosity of donors, the Alford Inn houses The Alford Collection of Contemporary Art, and to date the cost value of gifts of the art is estimated around \$25 million. As the Alford Inn will be back in

full service and conference space will be at full utilization for fiscal year 2025, the College is expecting an incremental increase in net cash flow of approximately \$1.5 million from the Phase 2 expansion.

Budget Process

The College utilizes a collaborative budgeting process involving input from a wide variety of constituents. The process has been driven by the desire to tie organizational strategy and planning to budget. A Planning & Budget Committee, comprised of vice presidents from all functional areas of the College and the President, and is charged with forming assumptions and providing input to the College's budget.

In addition to the Planning & Budget Committee, the College seeks significant input from individuals across the College including, but not limited to, the Deans of each of the three colleges, the Director of Athletics, the Associate Vice President for Human Resources and Risk Management, and additional Associate Vice Presidents from other divisions across the organization. The Budget Office, located within the Vice President for Business and Finance office, provides staff support to the group.

During late summer, the Planning & Budget Committee develops the tuition increase proposal along with other framework items for the following fiscal year. The proposal is presented to the Finance Committee of the Board in late October, which in turn presents it to the full Board which approves all tuition and fee increases. The Planning & Budget Committee works on honing expenditure budgets to fit within projected revenue constraints and the entire operating budget is presented to the Finance Committee of the Board and the full Board in February and again in May for final approval.

All vice presidents and department managers have access to real time budget reports and monitor them on a regular basis. Twice a year the Finance Committee of the Board is provided with statements of budget performance, which are formally reviewed at their meetings. For Fiscal Year 2025, the College is budgeting \$78.8 million in Net Tuition and Fee revenue.

Investment Policy

Funds held pursuant to the bond indentures are required to be invested in Permitted Investments as defined therein. Other funds of the College are invested according to policies developed by the College administration and approved by the Board; these policies may be modified from time to time.

Endowment

Endowment Net Assets. The College's endowment is comprised of both donor-restricted endowment and board-designated. The College's endowment net assets as of May 31, 2024 was \$484.7 million.

The following table presents a breakdown of the endowment net assets by restriction over the last five Fiscal Years (figures in thousands):

Rollins College Endowment Net Assets Fiscal Years 2020 through 2024 (in thousands)					
Donor-Restricted	2020	2021	2022	2023	2024
Temp: Endowment Earnings Subject to Appropriations	\$80,612	\$153,569	\$146,135	\$121,804	\$147,338
Permanent	\$233,364	241,324	242,447	247,199	256,200
Total	\$313,976	\$394,893	\$388,582	\$369,003	\$403,539
Board-Designated					
Unrestricted	\$37,105	51,923	65,336	60,858	67,016
Temp: Endowment Earnings Subject to Appropriations	\$12,404	13,461	13,320	13,731	14,162
Total	\$49,509	\$65,384	\$78,656	\$74,589	\$81,178
Total Endowment Net Assets	\$363,485	\$460,277	\$467,238	\$443,592	\$484,716
	2020	2021	2022	2023	2024
Without Donor Restrictions	\$ 37,105	\$ 51,923	\$ 65,336	\$ 60,858	\$ 67,016
With Donor Restrictions	326,380	408,354	401,902	382,734	417,700
Total Endowment Net Assets	\$363,485	\$460,277	\$467,238	\$443,592	\$484,716

Source: Audited Financial Statements of the College for the applicable Fiscal Year with respect to Fiscal Years ended 2020 through 2024.

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Asset Allocation. The endowment pool assets are divided into four groups: equities, fixed income, cash and alternative investments. The following table presents the asset allocation for Fiscal Years 2020 through 2024:

Asset Class	Rollins College Asset Allocation Fiscal Years 2020 through 2024				
	2020	2021	2022	2023	2024
Global Equity	48.0%	46.9%	48.9%	47.1%	52.8%
Cash	1.1%	2.6%	2.1%	2.6%	2.4%
Fixed Income					
Multi-Strategy Fixed Income	10.3%	10.4%	9.6%	8.7%	9.4%
Total Fixed Income	10.3%	10.4%	9.6%	8.7%	9.4%
Alternatives					
Real Assets	11.2%	10.6%	11.5%	12.0%	10.8%
Global Private Equity	12.0%	13.5%	14.4%	17.3%	12.7%
Hedge Funds	16.6%	17.4%	13.0%	12.8%	11.9%
Total Alternatives	34.4%	41.5%	38.9%	42.1%	35.4%
Total	100.00%	100.00%	100.00%	100.00%	100.00%

Source: Rollins College, Finance Office.

Endowment Spending Policy. Beginning June 1, 2020, the College's endowment spending policy is calculated using a 20-quarter rolling average, lagged by one quarter multiplied by a spending rate of 4.5%.

The spending amount for new gifts and other endowment additions is determined by an average of the quarters in which the endowment has a balance and then pro-rated based on the quarter in which the gifts are received. New gifts are invested for a year and a quarter, with distributions beginning once all conditions have been met.

Prior to June 1, 2020, the College used the corridor approach to calculate endowment spending. Under this policy, endowment additions earned spending distributions of 4.5% of the gift amount. Each year thereafter, the spending amount, in dollars, was increased by 2.5%. Annual spending amounts were tested to be within a corridor of not less than 3.5% or greater than 5.5% of the endowment's fair market value, measured as a four-fiscal-quarter average lagged one quarter at the beginning of any Fiscal Year. Spending calculations outside this corridor were adjusted to fall within the permitted bands.

Over the past five Fiscal Years the spending rate policy has generated effective spending distributions in the range of 4.0% to 5.4% of the pool's quarterly average market value in any one year, resulting in an average distribution of 4.5% for the five Fiscal Years ended 2024.

The following table presents the endowment pool spending distributions for the past five Fiscal Years:

Rollins College
Endowment Pool Spending Distributions
Fiscal Years 2020 to 2024
(in thousands)

Fiscal Year	Spending Distribution	Spending Increase/Decrease %	Quarterly Average Market Value	Distribution %
2020	\$18,991	4.8%	\$351,381	5.4%
2021	18,937	-0.3%	389,460	4.9%
2022	18,070	-4.6%	446,960	4.0%
2023	17,441	-3.5%	416,354	4.2%
2024	18,125	3.9%	439,095	4.1%
5-Year Average	18,313	0.1%	408,650	4.5%

Source: Rollins College, Finance Office.

Development. The Office of Advancement is responsible for building relationships between the College and its community including donors, alumni, parents, and other friends of Rollins, as well as the task of seeking funding to support building projects, endowed funds, and scholarships.

Over the past five Fiscal Years the College has raised an average of \$18.6 million annually. The following table presents the types of gifts, gift restrictions, and sources of philanthropic support for the past five Fiscal Years.

Rollins College
Development⁽¹⁾
Fiscal Years 2020 to 2024

Types of Gifts	2020	2021	2022	2023	2024
Securities	\$3,841,708	\$6,717,653	\$4,449,224	\$359,169	\$4,265,959
Other Real Property	106,705	503,220	650,025	32,500	1,288,797
Non-Property	17,041,228	16,843,405	27,915,625	40,868,622	13,759,399
Total	\$20,989,641	\$24,064,278	\$33,014,874	\$41,260,291	\$19,314,155
Gift Restrictions					
Unrestricted	\$ 1,746,125	\$ 1,765,306	\$ 2,873,487	\$ 3,049,245	\$ 6,938,487
Restricted	19,243,515	22,298,972	30,141,387	38,211,046	12,375,668
Total	\$20,989,640	\$24,064,278	\$33,014,874	\$41,260,291	\$19,314,155
Sources of Philanthropic Support					
Foundation	\$14,130,000	\$14,689,223	\$21,214,903	\$12,498,292	\$9,596,821
Corporation	579,503	363,359	407,266	391,669	468,497
Other Organizations	74,547	1,257,670	1,447,339	2,624,330	2,461,560
Individuals	6,205,591	7,754,026	9,945,366	25,746,000	6,787,277
Total	\$20,989,641	\$24,064,278	\$33,014,874	\$41,260,291	\$19,314,155

(1) Prepared in accordance with CASE Reporting Standards & Management Guidelines.
Source: Rollins College.

Insurance

The College believes that it maintains insurance in the types and amounts that are standard for its industry. The College hires an insurance consultant from time to time to review its coverage. EIAA currently serves as the College's insurance broker.

FORWARD-LOOKING STATEMENTS

Certain statements contained in in this Appendix A attached to the Official Statement may not be based on historical facts and are "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended. These forward-looking statements may be identified by, among other things, the use of forward-looking terminology such as "intends," "predicts," "believes," "expects," "may," "plans," "will," or "forecasts," and variations or negatives of such terms. The College cautions you not to place undue reliance on such forward-looking statements in this Appendix A because results could differ materially from those anticipated as a result of a variety of factors. These forward-looking statements include, without limitation, those relating to accreditation, completion of construction projects, competitors, the College's financial condition, and the funding of capital campaigns. The College undertakes no obligation to update its forward-looking statements to reflect events or circumstances that occur after the date of the Official Statement.

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APPENDIX B

**AUDITED FINANCIAL STATEMENTS OF
THE COLLEGE FOR THE FISCAL YEARS
ENDED MAY 31, 2024 AND 2023**

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Rollins College

Independent Auditor's Report and Consolidated Financial Statements

May 31, 2024 and 2023

Rollins College
May 31, 2024 and 2023

Contents

Independent Auditor's Report.....	1
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Consolidated Financial Statements

Statements of Financial Position	3
Statements of Activities	4
Statements of Cash Flows	6
Notes to Financial Statements	7

Independent Auditor's Report

Board of Trustees
Rollins College
Winter Park, Florida

Opinion

We have audited the consolidated financial statements of Rollins College and its subsidiaries (College), which comprise the consolidated statements of financial position as of May 31, 2024 and 2023, and the related consolidated statements of activities and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the consolidated financial position of Rollins College and its subsidiaries, as of May 31, 2024 and 2023, and the changes in their net assets and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the "Auditor's Responsibilities for the Audit of the Consolidated Financial Statements" section of our report. We are required to be independent of the College, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated Financial Statements

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

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the College's ability to continue as a going concern for one year after the date that the consolidated financial statements are issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the College's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the College's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Forvis Mazars, LLP

Fort Wayne, Indiana
September 19, 2024

Rollins College
Consolidated Statements of Financial Position
May 31, 2024 and 2023

	In Thousands	
	2024	2023
Assets		
Cash, cash equivalents, and restricted cash	\$ 38,805	\$ 49,199
Student receivables, net of allowance; 2024 - \$340 and 2023 - \$387	1,278	1,752
Contributions receivable, net	15,312	18,529
Remainder interest in charitable trusts	4,000	4,004
Loans to students, net of allowance; 2024 - \$5 and 2023 - \$92	184	197
Investments	455,424	413,049
Land, buildings, equipment, and books, net	332,588	331,677
Nonstudent receivables and other assets	8,164	6,878
Investments held in trust by others	20,376	18,329
	<hr/>	<hr/>
Total assets	<u>\$ 876,131</u>	<u>\$ 843,614</u>
Liabilities and Net Assets		
Liabilities		
Accounts payable	\$ 4,454	\$ 5,687
Accrued expenses and other liabilities	9,767	10,511
Deferred revenues	7,060	7,845
Annuities and life income payables	2,541	2,489
Long-term debt	223,595	228,165
	<hr/>	<hr/>
Total liabilities	<u>247,417</u>	<u>254,697</u>
Net Assets		
Without donor restrictions	170,677	166,979
With donor restrictions	458,037	421,938
	<hr/>	<hr/>
Total net assets	<u>628,714</u>	<u>588,917</u>
	<hr/>	<hr/>
Total liabilities and net assets	<u>\$ 876,131</u>	<u>\$ 843,614</u>

Rollins College
Consolidated Statement of Activities
Year Ended May 31, 2024

	In Thousands		
	2024		
	Without Restriction	With Donor Restriction	Total
Operating Revenues			
Net tuition and fees	\$ 76,214	\$ -	\$ 76,214
Contributions and private grants	2,419	5,079	7,498
Federal and state grants	-	2,181	2,181
Appropriation of endowment assets for expenditure	8,288	9,837	18,125
Investment income	778	544	1,322
Auxiliary enterprise revenues	31,568	-	31,568
Independent operations revenue:			
Commercial property	5,582	-	5,582
Hotel	25,601	-	25,601
Other sources	6,269	-	6,269
Net assets released from restrictions:			
Scholarships	6,959	(6,959)	-
Educational and general	11,494	(11,494)	-
Total operating revenues	175,172	(812)	174,360
Operating Expenses			
Instruction	44,632	-	44,632
Academic support	18,395	-	18,395
Student services	31,592	-	31,592
Institutional advancement	4,880	-	4,880
Institutional support	17,847	-	17,847
Public service	5,672	-	5,672
Auxiliary enterprises	26,380	-	26,380
Independent operations expense:			
Commercial property	3,314	-	3,314
Hotel	25,481	-	25,481
Total operating expenses	178,193	-	178,193
Change in net assets from operating activities	(3,021)	(812)	(3,833)
Nonoperating Activities			
Gifts and private grants	158	8,657	8,815
Endowment and other investment income	14,446	38,132	52,578
Appropriation of endowment assets for expenditure	(8,288)	(9,837)	(18,125)
Other nonoperating gains	-	-	-
Change in present value of split-interest agreements	(3)	365	362
Net assets released from restrictions for land, buildings, equipment, and books	406	(406)	-
Change in net assets from nonoperating activities	6,719	36,911	43,630
Change in Net Assets	3,698	36,099	39,797
Net Assets, Beginning of Year	166,979	421,938	588,917
Net Assets, End of Year	\$ 170,677	\$ 458,037	\$ 628,714

Rollins College
Consolidated Statement of Activities
Year Ended May 31, 2023

	In Thousands		
	2023		
	Without Restriction	With Donor Restriction	Total
Operating Revenues			
Net tuition and fees	\$ 72,631	\$ -	\$ 72,631
Contributions and private grants	2,331	6,183	8,514
Federal and state grants	-	2,366	2,366
Appropriation of endowment assets for expenditure	7,822	9,619	17,441
Investment income	513	(265)	248
Auxiliary enterprise revenues	28,978	-	28,978
Independent operations revenue:			
Commercial property	5,354	-	5,354
Hotel	16,815	-	16,815
Other sources	5,566	-	5,566
Net assets released from restrictions:			
Scholarships	6,880	(6,880)	-
Educational and general	11,308	(11,308)	-
Total operating revenues	158,198	(285)	157,913
Operating Expenses			
Instruction	44,133	-	44,133
Academic support	15,860	-	15,860
Student services	30,635	-	30,635
Institutional advancement	4,485	-	4,485
Institutional support	16,590	-	16,590
Public service	6,590	-	6,590
Auxiliary enterprises	23,171	-	23,171
Independent operations expense:			
Commercial property	3,316	-	3,316
Hotel	16,427	-	16,427
Total operating expenses	161,207	-	161,207
Change in net assets from operating activities	(3,009)	(285)	(3,294)
Nonoperating Activities			
Gifts and private grants	-	8,609	8,609
Endowment and other investment income	3,340	(16,672)	(13,332)
Appropriation of endowment assets for expenditure	(7,822)	(9,619)	(17,441)
Other nonoperating gains	365	-	365
Change in present value of split-interest agreements	(3)	(315)	(318)
Net assets released from restrictions for land, buildings, equipment, and books	32,775	(32,775)	-
Change in net assets from nonoperating activities	28,655	(50,772)	(22,117)
Change in Net Assets	25,646	(51,057)	(25,411)
Net Assets, Beginning of Year	141,333	472,995	614,328
Net Assets, End of Year	\$ 166,979	\$ 421,938	\$ 588,917

Rollins College

Consolidated Statements of Cash Flows

Years Ended May 31, 2024 and 2023

	In Thousands	
	2024	2023
Operating Activities		
Change in net assets	\$ 39,797	\$ (25,411)
Adjustments to reconcile change in net assets to net cash		
Realized and unrealized (gains) losses on investments	(45,758)	19,623
Loss on disposal of land, buildings, equipment, and books	-	6
Depreciation	16,794	14,571
Amortization of bond premium	(134)	(139)
Contributions restricted for long-term investment and plant acquisition	(8,815)	(8,609)
Change in fair value of swap agreement	-	(435)
Gain on termination of interest rate swap	-	(354)
(Increase) decrease in receivables and other assets:		
Student receivables	474	229
Contributions receivable	3,217	7,098
Remainder interest in charitable trusts	3	729
Nonstudent receivables and other assets	(1,273)	660
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	(3,137)	(1,472)
Deferred revenues and advances	(785)	(396)
Annuities and life income payables	52	(265)
Net cash provided by operating activities	<u>435</u>	<u>5,835</u>
Investing Activities		
Proceeds from sales and maturities of investments	24,958	24,908
Proceeds from sale of building	-	2,585
Purchases of investments	(23,622)	(16,020)
Purchases of land, buildings, equipment, and books	(16,545)	(38,447)
Net cash flow used in investing activities	<u>(15,209)</u>	<u>(26,974)</u>
Financing Activities		
Payments on long-term debt	(4,435)	(3,972)
Proceeds from issuance of debt	-	21,000
Contributions restricted for long-term investment and facility acquisition	8,815	8,609
Net cash flow provided by financing activities	<u>4,380</u>	<u>25,637</u>
(Decrease) Increase In Cash, Cash Equivalents, and Restricted Cash	(10,394)	4,498
Cash, Cash Equivalents, and Restricted Cash, Beginning of Year	<u>49,199</u>	<u>44,701</u>
Cash, Cash Equivalents, and Restricted Cash, End of Year	<u>\$ 38,805</u>	<u>\$ 49,199</u>
Supplemental Disclosure of Cash Flow Information		
Interest paid	\$ 9,289	\$ 7,984
Capital asset purchases in accounts payable and accrued expenses	1,160	2,354

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 1: Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

Rollins College (Rollins or the College) is a comprehensive liberal arts college. The College is nationally recognized for its distinctive undergraduate and graduate programs. The College was incorporated in 1885, benefiting from a generous gift offered on its behalf by a Chicago businessman, Alonzo Rollins. From its inception, the College has been an independent, four-year, nonsectarian, coeducational institution and has attracted students from the local communities of Central Florida and from elsewhere around the country and the world. The College emphasizes quality liberal education and since the 1920s has developed a tradition of innovation in the liberal arts. The College has also established a nationally recognized graduate business school and continuing education program. United by the values of liberal education and integrated by a single collegiate structure, these diverse programs and student populations distinguish the College as a comprehensive liberal arts institution, which educates students for global citizenship and responsible leadership. Rollins is the oldest recognized college in the state of Florida. The College is supported through student tuition, federal and state grants, gifts from alumni, friends, foundations, and corporations, and income from investments.

The College consists of the College of Liberal Arts, the Crummer Graduate School of Business, and the Hamilton Holt School. The College offers more than 500 courses in more than 40 undergraduate majors, more than 50 minors, and various pre-professional programs. The Hamilton Holt School offers evening and weekend courses leading to 13 baccalaureate degrees and seven master's degrees. The Crummer Graduate School of Business offers the master's of business administration (MBA) degree for both full-time and part-time students and an Executive Doctorate in Business Administration (EDBA) on a full-time basis.

The College also owns and operates The Alford Inn, a hotel and conference center immediately adjacent to its campus. The Alford Inn operates under a donor gift agreement that stipulates all distributable net operating income and other cash distributions from the operations of the inn will be directed to an endowed fund to fund scholarships for the College's students. These distributions will continue for the later of a period of 25 years or such time that the endowed fund has produced an endowment equal to or not less than fifty million dollars.

The College affirms its commitment to excellence and innovation throughout its programs. The College is dedicated to rigorous education in a caring and responsive environment; distinctive programs which are interdisciplinary and collaborative; advancement of the art of teaching; and scholarship and creative endeavor. Continuing priorities of the College are diversity and inclusion; the quality of student life; and the integration of a rich array of co-curricular opportunities within the curriculum. The College also accepts its historical responsibility to serve the Central Florida community through educational programs and cultural and enrichment activities. Because aesthetic values contribute to a climate in which liberal education flourishes, the College is also committed to preserving the integrity of its architecture and the beauty and environmental health of its lakeside campus.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Building on a tradition of excellence, innovation, and community more than a century old, the College is moving forward to meet the challenges of the 21st century, while holding firmly to its commitment to personalized education in a nurturing environment.

Basis of Accounting

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

The accompanying consolidated statements of activities report the change in net assets with and without donor restrictions, distinguishing between operating and nonoperating activities. Operating revenues consist of all the activity of the College except for certain items specifically considered to be of a nonoperating nature. Nonoperating activities include contributions for endowment, contributions and other activity related to annuity and unitrust agreements, endowment income, gains and losses—net of amounts appropriated to support operations in accordance with the College's spending policy, changes in the fair value of the interest rate swap agreements, and certain other unusual or nonrecurring items.

Principles of Consolidation

The accompanying financial statements include the consolidated statements of the College and its wholly-owned subsidiaries, Holt Properties, L.L.C., and Langford RCI, L.L.C. All material intercompany balances and transactions have been eliminated in consolidation.

Use of 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 assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses, gains and losses during the reporting period. Actual results could differ from those estimates.

Net Assets

The College's consolidated financial statements have been prepared to focus on the organization as a whole and to present balances and transactions classified in accordance with the existence or absence of donor-imposed restrictions. Net assets and related activity are classified as without donor restrictions and with donor restrictions as follows:

Net Assets Without Donor Restrictions

Net assets that are not subject to donor-imposed restrictions and are available for use in general operations. The governing Board has designated, from net assets without donor restrictions, net assets for an operating reserve and board-designated endowment.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Net Assets With Donor Restrictions

Net assets that are subject to donor-imposed restrictions that will be met either by actions of the College or the passage of time or are to be maintained in perpetuity by the College. Unconditional promises to give that are due in future periods are classified as net assets with donor restrictions. Generally, the donors of assets with donor restrictions permit the College to use all or part of the income earned on related investments for general or specific purposes. Donor-imposed restrictions limiting the use of the assets or their economic benefit neither expire with the passage of time nor can be removed by satisfying a specific purpose.

Cash, Cash Equivalents, and Restricted Cash

The College considers all highly liquid investments with original maturities of three months or less to be cash equivalents. At May 31, 2024, cash equivalents consisted primarily of money market funds. Cash and cash equivalents held for long-term investment are not considered cash and cash equivalents.

At May 31, 2024, the College's cash accounts exceeded federally insured limits by approximately \$33,383,000.

The College invests cash in excess of daily requirements in money market and other short-term funds with maturities of three months or less.

Cash and cash equivalents consisted of the following at May 31 (in thousands):

	<u>2024</u>	<u>2023</u>
Cash in banks, money market funds, and other:		
Cash available for general operations	\$ (2,341)	\$ (3,981)
Cash restricted or designated for plant acquisition	30,173	42,353
Cash restricted or designated for investments	<u>10,973</u>	<u>10,827</u>
Total cash and cash equivalents	<u>\$ 38,805</u>	<u>\$ 49,199</u>

Investments and Investment Income

Investments are carried at fair value. Investment income includes dividends and interest; and realized and unrealized gains and losses on investments carried at fair value, less external, and direct internal investment expenses.

Investment income that is initially restricted by donor stipulation and for which the restriction will be satisfied in the same year is included in net assets with donor restrictions and then released from restriction. Other investment return is reflected in the consolidated statements of activities with or without donor restrictions based upon the existence and nature of any donor or legally imposed restrictions.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

The College maintains pooled investment accounts for its endowments. Investment income from securities in the pooled investment accounts are allocated annually to the individual endowments based on the relationship of the fair value of the interest of each endowment to the total fair value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Student Receivables

Student receivables represent amounts due for tuition, fees, and room and board from currently enrolled and former students. Student receivables are stated at the amount of consideration from students, of which the College has an unconditional right to receive. Management provides for probable uncollectible amounts through an allowance for credit losses and an adjustment to a valuation allowance based on its assessment of the current status of individual accounts, historical collection information, and existing economic conditions adjusted for current conditions and reasonable and supportable forecasts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance.

Land, Buildings, Equipment, and Books

Land, buildings, equipment, and books in excess of \$5,000 are stated at cost when purchased or fair value at date of gift less accumulated depreciation. Depreciation is charged to expense using the straight-line method over the estimated useful life of each asset.

The estimated useful lives for each major depreciable classification of land, buildings, equipment, and books are as follows:

Buildings	30-50 years
Improvements to Land and Buildings	5-10 years
Computers and Software	3-10 years
Furniture, Fixtures, Equipment, and Library Books	5-20 years

Tenant improvements made to commercial properties are amortized over the term of the respective underlying lease. Interest costs are capitalized on funds borrowed to finance building construction. The College incurred interest expense of approximately \$7,263,000 and \$6,137,000 for the years ended May 31, 2024 and 2023, respectively. Of these amounts, approximately \$212,000 and \$1,708,000 was capitalized on construction in progress for the years ended May 31, 2024 and 2023, respectively.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Long-Lived Asset Impairment

The College evaluates the recoverability of the carrying value of long-lived assets whenever events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset is less than the carrying amount of the asset, the asset cost is adjusted to fair value and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value. No asset impairment was recognized during the years ended May 31, 2024 and 2023.

Investments Held in Trust by Others

Investments held in trust by others represent resources neither in the possession nor under the control of the College, but held and administered by an outside party, with the College deriving income from such funds. The fair value of the College's share of investments held in trust by others is reflected in the consolidated statements of financial position, and the income, including fair value adjustments, is recorded in the consolidated statements of activities.

Annuities and Life Income Payables

The College is the irrevocable remainder beneficiary for several forms of split-interest agreements, including charitable remainder trusts, charitable gift annuities, and pooled income agreements. In agreements where the College is trustee of the assets, the actuarial present value of the trust's liability for payments to an intermediate income beneficiary (or beneficiaries) over the term of the trust is recorded as annuity and life income payable.

Collections

Collections of works of art, historical treasures, and similar assets are not capitalized in as much as the items are preserved and cared for continuously. Purchases of collection items are reported in the year of acquisition as decreases in net assets without donor restrictions or in net assets with donor restrictions if the assets used to purchase the items were restricted to that use by donor stipulation. Contributions of collection items are not reported in the consolidated financial statements. Proceeds from disposal of and insurance recoveries related to collection items are reported as increases in the appropriate net asset classes.

Tuition and Auxiliary Services Revenue

Tuition revenue is recognized over the term of the semester as the College provides services to students. Revenue is reported at the amount of consideration which the College expects to be entitled in exchange for providing tuition and auxiliary services. The College determines the transaction price based on standard charges for goods and services provided, reduced by discounts provided for scholarships, and other price concessions provided to students.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Hotel Operations Revenue

Revenues associated with the operations of The Alford Inn are recognized as The Inn satisfies performance obligations under its contracts. Revenue is reported at the amount to which the Inn expects to be entitled in exchange for providing goods and services.

Deferred Revenues

Deferred revenues includes amounts received for tuition and fees and other future obligations prior to the end of the fiscal year that relate to the subsequent accounting period.

Contributions

Contributions are provided to the College either with or without restrictions placed on the gift by the donor. Revenues and net assets are separately reported to reflect the nature of those gifts – with or without donor restrictions. Conditional gifts with or without restriction that depend on the College overcoming a donor-imposed barrier to be entitled to the funds is not recognized until the gift becomes unconditional, *i.e.*, the donor-imposed barrier is met. Unconditional gifts with or without restriction are measured at fair value at the date of the gift for gifts of cash and other assets; estimated fair value for property, equipment, and long-lived assets; net realizable value for gifts expected to be collected within one year; and fair value determined using the discounted present value of estimated future cash flows technique for gifts to be collected in future years.

In addition to the amount initially recognized, revenue for unconditional gifts to be collected in future years is also recognized each year as the present-value discount is amortized using the level-yield method.

When a donor stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions. Absent explicit donor stipulations for the period of time that long-lived assets must be held, expirations of restrictions for gifts of land, buildings, equipment, and other long-lived assets are reported when those assets are placed in service.

Gifts and investment income that are originally restricted by the donor and for which the restriction is met in the same time period the gift is received are recorded as revenue with donor restrictions and then released from restriction.

Conditional contributions and investment income having donor stipulations which are satisfied in the period the gift is received and the investment income is earned are recorded as revenue with donor restrictions and then released from restriction.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Federal and State Grants

Support funded by grants is recognized as the College meets the conditions prescribed by the grant agreement, performs the contracted services or incurs outlays eligible for reimbursement under the grant agreements. Grant activities and outlays are subject to audit and acceptance by the granting agency and, as a result of such audit, adjustments could be required.

Debt Issuance Costs

Debt issuance costs represent costs incurred in connection with the issuance of long-term debt. The College records these costs as direct deductions from the related debt, consistent with debt discounts and premiums. Such costs are being amortized over the term of the respective debt using the effective interest method.

Income Taxes

The College is exempt from income taxes under Section 501 of the Internal Revenue Code and a similar provision of state law. However, the College is subject to federal income tax on any unrelated business taxable income. The College files tax returns in the U.S. federal jurisdiction.

Holt Properties, L.L.C. and Langford RCI, L.L.C. are single member limited liability companies and are treated as disregarded entities for tax purposes.

The College's policy is to record a liability for any tax position taken that is beneficial to the College, including any related interest and penalties, when it is more likely than not the position taken by management with respect to a transaction or class of transactions will be overturned by a taxing authority upon examination.

With a few exceptions, the College is no longer subject to U.S. federal examinations by tax authorities for years before 2021.

Functional Allocation of Expenses

The costs of supporting the various programs and other activities have been summarized on a functional basis in the consolidated statements of activities. The notes to the consolidated financial statements present the natural classification detail of expense by function. Certain costs have been allocated among the program services, institutional support, and fundraising categories based on the direct departmental expenses. Expenses which are not directly identifiable by program or support service are allocated based on the best estimates of management.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 2: Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of May 31, 2024 and 2023, comprise the following (in thousands):

	<u>2024</u>	<u>2023</u>
Cash and short-term investments	\$ 38,805	\$ 49,199
Student receivables	1,278	1,752
Contributions receivable	15,312	18,529
Loans to students	184	197
Other receivables	8,164	6,878
Investments	455,424	413,049
Investments held in trust by others	20,376	18,329
Charitable trusts receivable	<u>4,000</u>	<u>4,004</u>
Total	543,543	511,937
Less		
Restricted cash	(41,144)	(53,180)
Contributions restricted to plant or endowment, and operating pledges receipts >1 year	(14,821)	(18,034)
Student loans	(184)	(197)
Long-term deposits and receivables due to endowment	(902)	(818)
Investments held in perpetuity due to donor restriction or board policy, less appropriation for following year	(436,464)	(394,936)
Investments held in trust by others	(20,376)	(18,329)
Charitable trusts receivable	<u>(4,000)</u>	<u>(4,004)</u>
Financial assets available to meet general expenditure cash needs within 1 year	<u>\$ 25,652</u>	<u>\$ 22,439</u>

The College regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. For purpose of analyzing resources available to meet general expenditures over a 12-month period, the College considers all expenditures related to its ongoing mission-related activities, as well as the conduct of service undertaken to support those activities, to be general expenditures.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

The College's endowment funds consists of donor-restricted endowments and funds designated by the Board as endowments. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditure. The Board of Trustees has authorized a distribution from the endowment to support operations for fiscal year 2025 of approximately \$18,960,000. This amount is netted against restrictions subject to appropriation and satisfaction of donor restrictions in the table above.

The board-designated endowment of approximately \$67,016,000 and \$60,858,000 as of May 31, 2024 and 2023, respectively, is subject to an annual spending rate described in Note 11. Although the College does not intend to spend from this board-designated endowment (other than amounts appropriated for general expenditures as determined by the College's endowment spending policy), these amounts could be made available if necessary. To help manage unanticipated liquidity needs, the College has committed lines of credit in the amount of \$15,000,000 as described in Note 7.

Note 3: Investments

Investments at May 31 consisted of the following (in thousands):

	2024	2023
Money market funds	\$ 99	\$ 68
Domestic equities	24,930	19,330
Mutual funds		
Domestic equities	141,465	114,662
International equities	118,203	100,973
Fixed income	23,280	22,879
Real estate and other	66	78
Fixed income securities	19,418	19,438
Split interest trusts	5,508	5,132
Alternative investments	122,455	130,489
	<u>122,455</u>	<u>130,489</u>
Total investments	<u>\$ 455,424</u>	<u>\$ 413,049</u>

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Total investment return is comprised of the following (in thousands):

	2024		
	Without Donor Restrictions	With Donor Restrictions	Total
Interest and dividends			
Cash in banks and money market and other working capital assets	\$ 1,602	\$ -	\$ 1,602
Endowment pool and other long-term investments	6,711	952	7,663
Total interest and dividends	8,313	952	9,265
Realized gains	1,989	9,889	11,878
Other - realized losses	(1)	(3)	(4)
Unrealized gains	5,001	28,266	33,267
Investment related expenses	(78)	(428)	(506)
Net investment income	<u>\$ 15,224</u>	<u>\$ 38,676</u>	<u>\$ 53,900</u>

	2023		
	Without Donor Restrictions	With Donor Restrictions	Total
Interest and dividends			
Cash in banks and money market and other working capital assets	\$ 738	\$ -	\$ 738
Endowment pool and other long-term investments	6,396	(250)	6,146
Total interest and dividends	7,134	(250)	6,884
Realized gains	1,893	9,208	11,101
Other - realized gains	-	24	24
Unrealized losses	(5,080)	(25,413)	(30,493)
Investment related expenses	(94)	(506)	(600)
Net investment income	<u>\$ 3,853</u>	<u>\$ (16,937)</u>	<u>\$ (13,084)</u>

Alternative Investments

The fair value of alternative investments have been estimated using the net asset value per share (or its equivalent) as a practical expedient. The College invests in the following alternative investments: private equity, hedge funds, and real assets.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Private equity includes investments in 30 private equity funds, which include equity buyouts, venture capital, and special situations. These interests are not eligible for redemption and have terms ranging from 5 to 15 years. Private equity funds are invested globally. Unfunded commitments at May 31, 2024, are approximately \$39,329,000.

Hedge funds includes investments with 9 hedge fund managers, collectively pursuing a widely diversified group of investment strategies. The broad investment strategies include long/short equity positions, long/short credit positions, investments in distressed equity and debt, and short credit. The College can redeem its investment with each manager at varying intervals, ranging from full redemptions every two years on 90 days' notice to full redemption every two years with 60 days' notice. Unfunded commitments at May 31, 2024, are approximately \$3,654,000.

Real assets includes investments in two private real estate funds and five private real asset funds. These interests are not eligible for redemption and have terms of 12 to 15 years. Unfunded commitments at May 31, 2024, are approximately \$1,891,000.

Note 4: Investments Held In Trust By Others

The College has been named as an irrevocable beneficiary of several perpetual trusts held and administered by independent trustees. Perpetual trusts provide for the distribution of the net income of the trusts to the College; however, the College will never receive the assets of the trusts.

At the date the College receives notice of a beneficial interest, a contribution with donor restrictions of a perpetual nature is recorded in the consolidated statements of activities. An investment held in trust by others is recorded in the consolidated statements of financial position at the fair value of the underlying trust assets. Thereafter, beneficial interests in the trusts are reported at the fair value of the trusts' assets in the consolidated statements of financial position, with trust distributions and changes in fair value recognized in the consolidated statements of activities.

The estimated value of the expected future cash flows is approximately \$20,376,000 and \$18,329,000, which represents the fair value of the trust assets at May 31, 2024 and 2023, respectively.

The income from these trusts for 2024 and 2023 was approximately \$856,000 and \$908,000, respectively.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 5: Contributions Receivable

Contributions receivable at May 31 consisted of the following (in thousands):

	2024	2023
Due within one year	\$ 9,301	\$ 7,686
Due within one to five years	7,034	12,139
Due in more than five years	<u>200</u>	<u>410</u>
	16,535	20,235
Less: allowance for uncollectibles	(761)	(1,008)
Less: discount	<u>(462)</u>	<u>(698)</u>
Contributions receivable, net	<u><u>\$ 15,312</u></u>	<u><u>\$ 18,529</u></u>

Discount rates ranged from 0.30 percent to 4.52 percent and from 0.30 percent to 3.74 percent for 2024 and 2023, respectively.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 6: Land, Buildings, Equipment, and Books

The following is a summary of land, buildings, equipment, and books of the College, as of May 31 (in thousands):

	<u>2024</u>	<u>2023</u>
Land and improvements	\$ 58,546	\$ 54,988
Buildings	419,216	409,271
Equipment and books	71,313	67,650
Construction in progress	<u>6,255</u>	<u>5,862</u>
Subtotal	555,330	537,771
Less: accumulated depreciation	<u>(222,742)</u>	<u>(206,094)</u>
Land, buildings, equipment, and books, net	<u><u>\$ 332,588</u></u>	<u><u>\$ 331,677</u></u>

Note 7: Line of Credit

The College maintains an open revolving line of credit agreement with Synovus Bank. The line is for a maximum amount of \$15 million and bears interest at SOFR plus 1.6 percent and has no unused fee. The line is scheduled to expire on January 21, 2026. As of May 31, 2024 and 2023, there were no borrowings on the line.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 8: Long-Term Debt

Bonds and notes payable include the following at May 31 (in thousands):

	Interest Rate	Maturity Dates	2024	2023
Nontaxable HEFFA Bonds - 2012B loan (A)	Fixed - 3.52%	2014 - 2033	\$ 9,160	\$ 10,030
Nontaxable HEFFA Bonds - 2016A loan (B)	Fixed - 3.39%	2038 - 2047	14,635	14,635
Nontaxable HEFFA Bonds - 2016B loan (C)	Fixed - 2.95%	2017 - 2037	19,940	20,390
Nontaxable HEFFA Bonds - 2020A loan (D)	Fixed - 3.54%	2035 - 2051	122,060	122,060
Nontaxable HEFFA Bonds - 2020B loan (E)	Fixed - 2.76%	2023 - 2035	26,000	26,175
SunTrust Taxable Loan (F)	Fixed - 2.96%	2017 - 2027	7,663	10,070
First American (G)	Fixed - 4.00%	2022-2048	20,157	20,670
Lakeside fitness			-	20
Principal due			219,615	224,050
Premium on 2012 nontaxable HEFFA loan			159	181
Premium on 2016 nontaxable HEFFA loan			262	274
Premium on 2020A nontaxable HEFFA loan			4,916	5,103
Discount on 2020B nontaxable HEFFA loan			(54)	(60)
Subtotal			224,898	229,548
Less: unamortized debt issuance costs			(1,303)	(1,383)
Total Long-Term Debt			<u>\$ 223,595</u>	<u>\$ 228,165</u>

- (A) In March 2012, the College borrowed \$17,485,000 funded by the issuance of HEFFA Series 2012B Bonds. The proceeds of this issuance were utilized for the refunding of the College's OCEFA Series 2002 Bonds. Under the Loan Agreement the Bonds are general obligations of the College, and the full faith and credit of the College is pledged to the payment of all amounts due and payable by the College.
- (B) In August 2016, the College borrowed \$14,635,000 funded by the issuance of HEFFA Series 2016A Bonds. The proceeds of this issuance were for the acquisition of strategic properties, construction of new facilities and campus improvement projects. Under the Loan Agreement the Bonds are general obligations of the College, and the full faith and credit of the College is pledged to the payment of all amounts due and payable by the College.
- (C) Concurrent with the HEFFA Series 2016A Bond financing, the College issued an additional \$23,160,000 of HEFFA Series 2016B Bonds. The proceeds of this issuance were utilized for the refunding of the College's Orange County Educational Financing Authority (OCEFA) Series 2007 Taxable Bonds. Under the Loan Agreement the Bonds are general obligations of the College, and the full faith and credit of the College is pledged to the payment of all amounts due and payable by the College.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

- (D) In October 2020, the College entered into a \$122,060,000 loan facility through the Higher Education Facilities Financing Authority (HEFFA Series 2020A Bonds). The HEFFA Series 2020A Bonds were used to refinance and recapitalize the HEFFA Series 2018 Bonds, the HEFFA Series 2017 Bonds, The Synovus Loan and to provide additional funds to finance the College's Parking Garage, Lakeside Residential Housing Complex, Black Box Theatre, and other related capital projects.
- (E) In October 2020, concurrent with the issuance of the HEFFA Series 2020A Bonds, the College entered into a \$26,175,000 loan facility through the Higher Education Facilities Financing Authority (HEFFA Series 2020B Bonds). The HEFFA Series 2020B Bonds were used to advance refund the College's then outstanding 2012A Bonds.
- (F) Concurrent with the HEFFA Series 2016A & B Bond financing, the College borrowed an additional \$24,976,000 from SunTrust Bank. The proceeds of this loan were utilized for the refunding of the College's HEFFA Series 2010 Taxable Bonds (2010 Bonds). The 2010 Bonds provided financing for acquisition of land used for locating The Alford Inn and to refinance the Taxable Revenue Bonds—Series 1998 which were used to finance the construction of a commercial real estate project, the SunTrust Center and parking garage. Under the terms of the loan agreement, the College is responsible for payment of principal and interest quarterly. Payment of the principal and interest is secured by a pledge of College resources.
- (G) In April 2022, the College entered into a \$21,000,000 loan facility through First American Commercial Bankcorp, Inc. for the purpose of construction of an expansion of The Alford Inn. The College drew the full \$21,000,000 in 2023. The loan facility is a fixed-rate-term-loan carrying interest of 4.0 percent and is amortized over a straight-line for a period of 25 years beginning September 2022 with its final payment due September 2047.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Maturities of long-term debt are due as follows (in thousands):

	Principal Payments
2025	\$ 5,100
2026	5,811
2027	5,414
2028	5,622
2029	5,851
Thereafter	<u>191,817</u>
	<u>\$ 219,615</u>

The College has certain debt covenants that need to be met annually. Management is not aware of any violations of these financial covenants for 2024 and 2023.

Note 9: Derivative Financial Instruments – Interest Rate Swap Agreement

Variable-to-Fixed Interest Rate Swap

As a strategy to maintain acceptable levels of exposure to the risk of changes in future cash flows due to interest rate fluctuations, the College has entered into an interest rate swap agreement for its variable rate debt. The agreement is recorded at fair value with subsequent changes in fair value included in the consolidated statements of activities.

On August 5, 1998, the College entered into a 30-year interest rate swap agreement. Under the terms of the agreement, the College pays a fixed rate of 6.11 percent and receives interest from the counterparty at LIBOR on notional amount of \$6,800,000 at May 31, 2022. The difference between the variable and fixed interest rate is settled monthly and is included in interest expense. The unrealized gain or loss recognized in the change in net assets is recorded as the change in fair value of swap agreement on the accompanying consolidated statements of activities. On May 12, 2023, the interest rate swap was terminated and a gain of \$354,302 was recognized within the accompanying consolidated statement of activities.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 10: Net Assets

Net assets with donor restrictions at May 31 are restricted for the following purposes or periods (in thousands):

	2024	2023
Subject to expenditure for specified purpose		
Education, general programs, and scholarships	\$ 11,510	\$ 12,312
Restricted for plant acquisition	21,966	20,321
	<u>33,476</u>	<u>32,633</u>
Subject to the passage time		
Split-interest trusts	<u>6,861</u>	<u>6,571</u>
Endowments		
Subject to appropriation and expenditure when a specified event occurs	147,338	121,804
Subject to endowment spending policy and appropriation		
Restricted by donors for programs and scholarships	256,200	247,199
Restricted gifts functioning as endowments	14,162	13,731
Total endowments	<u>417,700</u>	<u>382,734</u>
Total net assets with donor restriction	<u>\$ 458,037</u>	<u>\$ 421,938</u>

Net assets during the years ended May 31 were released from donor restrictions for the following purposes (in thousands):

	2024	2023
Scholarships	\$ 6,959	\$ 6,880
Education and general	11,494	11,308
Plant	<u>406</u>	<u>32,775</u>
Total net assets released from donor restrictions	<u>\$ 18,859</u>	<u>\$ 50,963</u>

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 11: Endowment

The College's endowment consists of approximately 500 individual funds established for a variety of purposes, including both donor-restricted endowment funds and funds designated by the board of trustees to function as endowments. As required by accounting principles generally accepted in the United States of America (GAAP), net assets associated with endowment funds, including board-designated endowment funds, are classified and reported based on the existence or absence of donor-imposed restrictions.

The College's governing body has interpreted the State of Florida's Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring 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 net assets with donor restrictions (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of donor-restricted endowment funds is classified as net assets with donor restriction until those amounts are appropriated for expenditure by the College in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the College considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The purposes of the institution;
2. The intent of the donors of the endowment fund;
3. The terms of the applicable instrument;
4. The long-term and short-term needs of the institution in carrying out its purposes;
5. The general economic conditions;
6. The possible effect of inflation or deflation;
7. The other resources of the institution; and
8. Perpetuation of the endowment.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

The composition of net assets by type of endowment fund at May 31, 2024 and 2023, was (in thousands):

	2024		
	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	\$ -	\$ 417,700	\$ 417,700
Board-designated endowment funds	67,016	-	67,016
Total funds	\$ 67,016	\$ 417,700	\$ 484,716

	2023		
	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	\$ -	\$ 382,734	\$ 382,734
Board-designated endowment funds	60,858	-	60,858
Total funds	\$ 60,858	\$ 382,734	\$ 443,592

Changes in endowment net assets were as follows for the fiscal year ended May 31, 2024 and 2023 (in thousands):

	2024		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 60,858	\$ 382,734	\$ 443,592
Investment return:			
Interest income	1,956	5,193	7,149
Net appreciation (depreciation)	11,485	32,588	44,073
Total investment return	13,441	37,781	51,222
Contributions	-	6,671	6,671
Donor and college directed reinvestment	1,005	351	1,356
Appropriation of endowment assets for expenditure	(8,288)	(9,837)	(18,125)
Hotel income designated for endowment	-	-	-
Change in endowment net assets	6,158	34,966	41,124
Endowment net assets, end of year	\$ 67,016	\$ 417,700	\$ 484,716

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

	2023		
	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, beginning of year	\$ 65,336	\$ 401,902	\$ 467,238
Investment return:			
Interest income	(1,190)	6,733	5,543
Net appreciation (depreciation)	4,112	(24,626)	(20,514)
Total investment return	2,922	(17,893)	(14,971)
Contributions	-	7,123	7,123
Donor and college directed reinvestment	422	1,221	1,643
Appropriation of endowment assets for expenditure	(7,822)	(9,619)	(17,441)
Hotel income designated for endowment	-	-	-
Change in endowment net assets	(4,478)	(19,168)	(23,646)
Endowment net assets, end of year	<u>\$ 60,858</u>	<u>\$ 382,734</u>	<u>\$ 443,592</u>

Investment and Spending Policies

The College has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs and other items supported by its endowment while seeking to maintain the purchasing power of the endowment. Endowment assets include those assets of donor-restricted endowment funds the College must hold in perpetuity or for donor-specified periods, as well as those of board-designated endowment funds. Under the College's policies, endowment assets are invested in a manner that is intended to produce results that exceed inflation and endowment distributions while assuming a moderate level of investment risk. The College expects its endowment funds to provide an average rate of return of approximately 7.0 percent annually over time. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate of return objectives, the College relies on a total return strategy in which investment returns are achieved through both current yield (investment income such as dividends and interest) and capital appreciation (both realized and unrealized). The College targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

The College's investment policies assume that annual appropriation of endowment assets for spending over the long term will represent 4.5%. A 20-quarter rolling average, lagged by one quarter, is used to calculate spending - gifts and other endowment additions will be determined by an average of the quarters in which the endowment had a balance and then pro-rated based on the quarter in which the gifts are received. Gifts received in the first quarter of the fiscal year receive 3/4 of the calculated distribution. Gifts received in the second quarter of the fiscal year receive 2/4 of the calculated distribution. Gifts received in the third quarter of the fiscal year receive 1/4 of the calculated distribution. Gifts received in the fourth quarter of the fiscal year will not be eligible for current year spending. Instead, they will be credited with a full distribution the following fiscal year.

The annual appropriation distribution will primarily come from current income (dividends and interest); however, a prudent portion of realized and unrealized capital gains will be used. The College periodically reviews the spending policy and issues statements of change as appropriate.

Underwater Endowments

The governing body of the College has interpreted UPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund, unless a donor stipulates the contrary. As a result of this interpretation, when reviewing its donor-restricted endowment funds, the College considers a fund to be underwater if the fair value of the fund is less than the sum of:

- a) The original value of initial and subsequent gift amounts donated to the fund and
- b) Any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument

The College has interpreted UPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law.

At May 31, 2024 and 2023, management does not consider the underwater funds to be material.

The College has a policy that permits spending from underwater endowment funds depending on the degree to which the fund is underwater, unless otherwise precluded by donor stipulations or laws and regulations. The policy does not differ from the spending policy described in the investment and spending policies section.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 12: Disclosures About Fair Value of Assets and Liabilities

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Fair value measurements must maximize the use of observable inputs and minimize the use of unobservable inputs. The hierarchy comprises 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 assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities

Level 3 Unobservable inputs supported by little or no market activity and that are significant to the fair value of the assets or liabilities

Level 3 Valuation Process

Fair value determinations for Level 3 measurements of securities are the responsibility of the Controller's office. The Controller's office contracts with a pricing specialist to generate fair value estimates on a monthly or quarterly basis. The Controller's office challenges the reasonableness of the assumptions used and reviews the methodology to ensure the estimated fair value complies with accounting standards generally accepted in the United States of America.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Recurring Measurements

The following tables present the fair value measurements of assets and liabilities recognized in the accompanying consolidated statements of financial position measured at fair value on a recurring basis and the level within the fair value hierarchy in which the fair value measurements fall at May 31, 2024 and 2023, (in thousands):

	Fair Value Measurements Using				
	Total Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Invesments Measured at NAV ^(A)
May 31, 2024					
Assets					
Investments					
Money market funds	\$ 99	\$ 99	\$ -	\$ -	\$ -
Domestic equities	24,930	24,930	-	-	-
Equity mutual funds					
Domestic	141,465	141,465	-	-	-
International	118,203	118,203	-	-	-
Fixed income mutual funds	23,280	23,280	-	-	-
U.S. treasuries and agencies	19,418	-	19,418	-	-
Real estate and other	66	-	-	66	-
Split-interest trusts	5,508	-	-	5,508	-
Alternative investments					
Private equity	57,835	-	-	-	57,835
Hedge funds	55,530	-	-	-	55,530
Real assets	9,090	-	-	-	9,090
Total investments	455,424	307,977	19,418	5,574	122,455
Remainder interest in charitable trusts	4,000	-	-	4,000	-
Investments held in trust by others	20,376	-	-	20,376	-
Total assets	\$ 479,800	\$ 307,977	\$ 19,418	\$ 29,950	\$ 122,455

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

	Fair Value Measurements Using				Investments Measured at NAV ^(A)
	Total Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
May 31, 2023					
Assets					
Investments					
Money market funds	\$ 68	\$ 68	\$ -	\$ -	\$ -
Domestic equities	19,330	19,330	-	-	-
Equity mutual funds					
Domestic	114,662	114,662	-	-	-
International	100,973	100,973	-	-	-
Fixed income mutual funds	22,879	22,879	-	-	-
U.S. treasuries and agencies	19,438	-	19,438	-	-
Real estate and other	78	-	-	78	-
Split-interest trusts	5,132	-	-	5,132	-
Alternative investments					
Private equity	63,513	-	-	-	63,513
Hedge funds	54,335	-	-	-	54,335
Real assets	12,641	-	-	-	12,641
Total investments	413,049	257,912	19,438	5,210	130,489
Remainder interest in charitable trusts	4,004	-	-	4,004	-
Investments held in trust by others	18,329	-	-	18,329	-
Total assets	<u>\$ 435,382</u>	<u>\$ 257,912</u>	<u>\$ 19,438</u>	<u>\$ 27,543</u>	<u>\$ 130,489</u>

(A) Certain investments that are measured at fair value using the net asset value per share (or its equivalent) practical expedient have not been classified in the fair value hierarchy. The fair value amounts included above are intended to permit reconciliation of the fair value hierarchy to the amounts presented in the consolidated statements of financial position.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Following is a description of the valuation methodologies and inputs used for assets and liabilities measured at fair value on a recurring basis and recognized in the accompanying consolidated statements of financial position, as well as the general classification of such assets and liabilities pursuant to the valuation hierarchy. There have been no significant changes in the valuation techniques during the year ended May 31, 2024. For assets classified within Level 3 of the fair value hierarchy, the process used to develop the reported fair value is described below.

Investments

Where quoted market prices are available in an active market, securities are classified within Level 1 of the valuation hierarchy. If quoted market prices are not available, then fair values are estimated by using quoted prices of securities with similar characteristics or independent asset pricing services and pricing models, the inputs of which are market-based or independently sourced market parameters, including, but not limited to, yield curves, interest rates, volatilities, prepayments, defaults, cumulative loss projections, and cash flows. Such securities are classified in Level 2 of the valuation hierarchy. In certain cases where Level 1 or Level 2 inputs are not available, securities are classified within Level 3 of the hierarchy. See the table below for inputs and valuation techniques used for Level 3 securities.

Split-Interest Agreements and Investments Held in Trust by Others

The College remeasures the fair value of its split-interest trust and investments held in trust by others annually and adjusts the measurement inputs based on statements received from the trustee, market conditions, and other relevant data.

Remainder Interest In Charitable Trusts

The fair value is determined based on the fair value of underlying net assets as adjusted using the net present value of the College's remainder interest. The calculation incorporates the actuarial lifespan of the youngest intermediate income beneficiary, discounted by the beneficiary income rate provided by the trust agreement.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Level 3 Reconciliation

The following is a reconciliation of the beginning and ending balances of recurring fair value measurements recognized in the accompanying statements of financial position using significant unobservable (Level 3) inputs (in thousands):

	Real Estate and Other	Split- Interest Trusts	Remainder Interest In Charitable Trusts	Investments Held In Trusts By Others
Balance, June 1, 2022	\$ 84	\$ 5,654	\$ 4,733	\$ 19,591
Total realized and unrealized gain (losses) included in change in net assets	24	(122)	(83)	(354)
Sales/Maturities/Distributions	(30)	(400)	(646)	(908)
Balance, May 31, 2023	78	5,132	4,004	18,329
Total realized and unrealized gain included in change in net assets	6	678	74	2,903
Sales/Maturities/Distributions	(18)	(302)	(78)	(856)
Balance, May 31, 2024	<u>\$ 66</u>	<u>\$ 5,508</u>	<u>\$ 4,000</u>	<u>\$ 20,376</u>
Total gain (losses) for 2024 included in change in net assets attributable to the change in unrealized gains related to assets still held at the reporting date	<u>\$ 6</u>	<u>\$ 373</u>	<u>\$ 74</u>	<u>\$ 2,903</u>
Total gain for 2023 included in change in net assets attributable to the change in unrealized gains related to assets still held at the reporting date	<u>\$ 2</u>	<u>\$ (416)</u>	<u>\$ (83)</u>	<u>\$ (354)</u>

For the years ending May 31, 2024 and 2023, there were no transfers into or out of Level 3.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Unobservable (Level 3) Inputs

The following tables present quantitative information about unobservable inputs used in recurring Level 3 fair value measurements at May 31, 2024 and 2023:

	Fair Value at May 31, 2024 (in thousands)	Diversified Valuation Technique	Unobservable Inputs	Range
Real estate and other	\$ 66	Market comparables	Comparability adjustments	5%-12%
Split-interest trusts	5,508	Discounted cash flows	Discount rates	2%-9%
Remainder interest in charitable trust	4,000	Discounted cash flows	Discount rates	N/A
Investments held in trusts by others	20,376	Discounted cash flows	Discount rates	N/A

	Fair Value at May 31, 2023 (in thousands)	Diversified Valuation Technique	Unobservable Inputs	Range
Real estate and other	\$ 78	Market comparables	Comparability adjustments	5%-12%
Split-interest trusts	5,132	Discounted cash flows	Discount rates	2%-9%
Remainder interest in charitable trust	4,004	Discounted cash flows	Discount rates	N/A
Investments held in trusts by others	18,329	Discounted cash flows	Discount rates	N/A

Uncertainty of Fair Value Measurements

The following is a description of the uncertainty of the fair value measurement at the reporting date from the use of significant unobservable inputs, if those inputs reasonably could have been different at the reporting date.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Real Estate and Other

The significant unobservable inputs used in the fair value measurement of the College's real estate and other investments are comparability adjustments. Significant increases (decreases) in this input in isolation would result in a significantly lower (higher) fair value measurement.

Split-Interest Trusts, Remainder Interests in Charitable Trusts, and Investments Held in Trusts by Others

The significant unobservable inputs used in the fair value measurement of the College's split-interest trusts, remainder interests in charitable trusts, and investments held in trusts by others are discount rates. Significant increases (decreases) in this input in isolation would result in a significantly lower (higher) fair value measurement.

Note 13: Employee Retirement Plan

Retirement benefits are provided through defined contribution plans. Voya Financial is the College's plan administrator and custodian; legacy assets are still held at Teachers Insurance and Annuity Association and the College Retirement Equities Fund.

The College normally contributes 7 percent of compensation to the plan on behalf of employees and matches employee contributions 1:1 up to an additional 4.5 percent for a total match of 11.5 percent.

Expenses related to the above plan amounted to approximately \$5,738,000 and \$5,201,000 for the years ended May 31, 2024 and 2023, respectively.

Note 14: Related Party Transactions

The College maintains business relationships with companies owned or operated by trustee members. These relationships are disclosed to the organization and other trustee members. The College maintains a policy requiring trustees to abstain from voting on matters regarding business operations where potential conflicts of interest exist.

During the years ended May 31, 2024 and 2023, the College paid approximately \$218,000 and \$608,000, respectively, to firms related to board members for legal and other services.

During the years ended May 31, 2024 and 2023, the College received approximately \$1,993,000 and \$6,561,000, respectively, in contributions from members of its board of trustees, which are included in contributions and private grants revenue in the accompanying consolidated financial statements.

At May 31, 2024 and 2023, total contributions receivable included approximately \$1,541,000 and \$4,100,000, respectively, in pledged contributions from current members of the board of trustees.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 15: Revenue From Contracts With Students and Customers

Tuition, Residential Services, and Meal Plan Services Revenue

Revenue from contracts with students for tuition, residential services, and meal plan services is reported at the amount that reflects the consideration to which the College expects to be entitled in exchange for providing instruction and housing, food, and other services. These amounts are due from students, third-party payers and others and are net of scholarships and institutional aid of approximately \$71,262,000 and \$67,193,000 for the years ended May 31, 2024 and 2023, respectively.

Revenue is recognized as performance obligations are satisfied, which is primarily ratably over the academic term with the exception of certain meal plans that are recognized at a point in time. Generally, the College bills students prior to the beginning of the semester, and student accounts receivable are due in full before classes begin.

The College uses a published drop date to determine the refund status. Students who withdraw prior to the second week of class will receive an 80 percent tuition refund. The refund decreases by 20 percent for each additional week until the start of the sixth week of class, at which time no refund is due.

Tuition, residential services, and meal plan services revenue are considered to be separate performance obligations. The College allocates the fees charged to students to tuition and housing, food and other services based on standalone charges to students for tuition and those other services.

Hotel Operations Revenue

Performance obligations are determined based on the nature of the goods or services provided by The Alford Inn in accordance with the contract. Revenue for performance obligations satisfied at a point in time is generally recognized when goods are provided to customers at a single point in time and the Inn does not believe it is required to provide additional goods or services related to that sale.

Transaction Price and Recognition

The College determines the transaction price based on standard charges for goods and services provided, reduced by certain institutional scholarships and aid in accordance with the College's policies for granting certain merit-based aid. The College determines its estimates of explicit price concessions based on its discount policies and merit awards. From time to time the College will incur student credit balances and student deposits which represent the excess of tuition and fees and other student payments received as compared to amounts recognized as revenue. These amounts are excluded from revenues and are recorded as liabilities until they are refunded. As of May 31, 2024 and 2023, the College has a liability for refunds or deposits from students recorded of approximately \$551,000 and \$536,000, respectively.

Rollins College

Notes to Consolidated Financial Statements

May 31, 2024 and 2023

The College has determined that the nature, amount, timing and uncertainty of revenue and cash flows are affected by the following factors:

- Payers (for example, students, governmental programs, and others) that have different reimbursement and payment methodologies
- Demographic and enrollment trends
- Institutional aid and federal and state aid programs

Performance Obligations and Transaction Price Allocated to Remaining Performance Obligations

Because all of its performance obligations relate to contracts with a duration of less than one year, the College has elected to apply the optional exemption provided in FASB ASC 606-10-50-14(a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. The unsatisfied or partially unsatisfied performance obligations referred to above are primarily related to providing instruction to students. The performance obligations for these contracts are generally completed when the academic term is completed.

The College expects to recognize revenue of approximately \$2,584,000 of tuition revenue in fiscal 2025 when the summer 2024 academic term is completed.

Disaggregation of Revenue

The composition of revenue by segment for the years ended May 31, 2024 and 2023, is as follows (in thousands):

	2024	2023
Net tuition and fees	\$ 76,214	\$ 72,631
Room	17,501	16,600
Meal plan	8,749	7,501
Hotel	25,601	16,815
Other	<u>11,587</u>	<u>10,441</u>
	<u>\$ 139,652</u>	<u>\$ 123,988</u>

The composition of revenue based on timing of revenue recognition for the years ended May 31, 2024 and 2023, are as follows (in thousands):

	2024	2023
Services transferred over time	\$ 93,715	\$ 89,231
Sales at a point in time	<u>45,937</u>	<u>34,757</u>
	<u>\$ 139,652</u>	<u>\$ 123,988</u>

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Institutional Aid

Institutional financial aid granted to students is as follows for the years ended May 31, 2024 and 2023 (in thousands):

	<u>2024</u>	<u>2023</u>
Gross tuition and fees	\$ 147,476	\$ 139,824
Less: institutional financial aid	<u>(71,262)</u>	<u>(67,193)</u>
Net tuition and fees	\$ <u>76,214</u>	\$ <u>72,631</u>

Contract Balances

The following table provides information about the College's receivables and contract liabilities (in thousands):

	<u>2024</u>	<u>2023</u>
Contract Assets		
Accounts receivable, beginning of the year	\$ 1,752	\$ 1,981
Accounts receivable, end of the year	1,278	1,752
Contract Liabilities		
Deferred revenue, beginning of the year	\$ 7,845	\$ 8,241
Deferred revenue, end of the year	7,060	7,845

Significant changes in contract liabilities during the years ended May 31, 2024 and 2023 are as follows (in thousands):

	<u>2024</u>	<u>2023</u>
Balance, beginning of the year	\$ 7,845	\$ 8,241
Effects of:		
Revenue recognized that was included in the contract liability balance at the beginning of the period	(7,845)	(8,241)
Increases due to cash received, excluding amounts recognized as revenue during the period	<u>7,060</u>	<u>7,845</u>
Balance, end of year	\$ <u>7,060</u>	\$ <u>7,845</u>

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 16: Significant Estimates, Commitments and Concentrations

Accounting principles generally accepted in the United States of America require disclosure of certain significant estimates and current vulnerabilities due to certain concentrations. Those matters include the following:

Contributions

Approximately 11 and 31 percent of all contributions were received from one donor in 2024 and 2023.

Commitments

The College had commitments to campus construction projects that, at May 31, 2024, were at various stages of completion. The estimated costs of these projects are approximately \$19,542,000 of which \$10,782,000 had been accrued or paid as of May 31, 2024.

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 17: Functional Expenses

Expenses by function and nature consist of the following for the years ended May 31, 2024 and 2023 (in thousands):

	Program Activities						Support Activities							Total Support	Total Expenses
	Academic Instruction	Public Service	Academic Support	Student Services	Auxiliary Enterprises	Total Program	College Support		Total Before Independent Operations	Independent Operations					
							Institutional Support	Institutional Advancement		Commercial Properties	Alfond Inn				
2024															
Salaries and wages	24,695	1,704	7,448	13,835	2,100	\$ 49,782	7,543	2,516	\$ 10,059	-	-	\$ 10,059	\$ 59,841		
Fringe benefits	9,135	579	2,725	4,722	683	17,844	2,551	996	3,547	-	-	3,547	21,391		
Departmental expenses	629	302	1,002	1,634	270	3,837	747	191	938	2	6,089	7,029	10,866		
Travel and entertainment	1,094	179	754	2,493	41	4,561	381	320	701	-	232	933	5,494		
Contract services	1,603	856	3,425	3,304	13,212	22,400	1,846	595	2,441	184	11,019	13,644	36,044		
Utilities	891	81	247	595	1,367	3,181	155	17	172	283	498	953	4,134		
Insurance	-	-	9	253	67	329	2,625	-	2,625	139	385	3,149	3,478		
Depreciation	3,058	279	846	2,042	4,506	10,731	531	57	588	779	4,696	6,063	16,794		
Debt service	918	25	386	1,381	2,825	5,535	597	55	652	163	913	1,728	7,263		
Other expenses	2,609	1,667	1,553	1,333	1,309	8,471	871	133	1,004	1,764	1,649	4,417	12,888		
Totals	\$ 44,632	\$ 5,672	\$ 18,395	\$ 31,592	\$ 26,380	\$ 126,671	\$ 17,847	\$ 4,880	\$ 22,727	\$ 3,314	\$ 25,481	\$ 51,522	\$ 178,193		
	Program Activities						Support Activities							Total Support	Total Expenses
	Academic Instruction	Public Service	Academic Support	Student Services	Auxiliary Enterprises	Total Program	College Support		Total Before Independent Operations	Independent Operations					
							Institutional Support	Institutional Advancement		Commercial Properties	Alfond Inn				
2023															
Salaries and wages	\$ 24,568	\$ 1,644	\$ 6,150	\$ 12,783	\$ 1,892	\$ 47,037	\$ 7,063	\$ 2,476	\$ 9,539	\$ -	\$ -	\$ 9,539	\$ 56,576		
Fringe benefits	8,946	549	2,233	4,293	614	16,635	2,517	972	3,489	-	-	3,489	20,124		
Departmental expenses	601	339	613	1,445	142	3,140	741	183	924	1	4,097	5,022	8,162		
Travel and entertainment	1,049	118	742	2,557	52	4,518	457	295	752	-	103	855	5,373		
Contract services	1,186	1,042	2,565	2,988	11,277	19,058	2,670	310	2,980	180	7,350	10,510	29,568		
Utilities	894	81	262	597	1,342	3,176	159	16	175	437	545	1,157	4,333		
Insurance	1	1	9	252	44	307	1,831	-	1,831	195	196	2,222	2,529		
Depreciation	2,957	269	828	1,975	4,358	10,387	524	56	580	751	2,852	4,183	14,570		
Debt service	840	23	355	1,269	2,593	5,080	544	50	594	329	134	1,057	6,137		
Other expenses	3,091	2,524	2,103	2,476	857	11,051	84	127	211	1,423	1,150	2,784	13,835		
Totals	\$ 44,133	\$ 6,590	\$ 15,860	\$ 30,635	\$ 23,171	\$ 120,389	\$ 16,590	\$ 4,485	\$ 21,075	\$ 3,316	\$ 16,427	\$ 40,818	\$ 161,207		

Rollins College
Notes to Consolidated Financial Statements
May 31, 2024 and 2023

Note 18: Department of Education Responsibility Ratio Information

The following information is required by the U.S. Department of Education for the year ended May 31, 2024 (in thousands):

	<u>2024</u>
Property, plant and equipment, net of accumulated depreciation - pre-implementation	\$ 169,515
Property, plant and equipment, net of accumulated depreciation - post-implementation with outstanding debt for original purchase	80,905
Property, plant and equipment, net of accumulated depreciation - post-implementation without outstanding debt for original purchase	75,913
Construction in progress	<u>6,255</u>
Total property, plant and equipment, net	<u><u>\$ 332,588</u></u>
Long-term debt obtained for long-term purposes - pre-implementation	\$ 51,398
Long-term debt obtained for long-term purposes - post-implementation	<u>80,905</u>
	<u><u>\$ 132,303</u></u>

Note 19: Subsequent Events

Subsequent events have been evaluated through September 19, 2024, which is the date the consolidated financial statements were issued.

APPENDIX C

**FORM OF INDENTURE AND
DEFINITIONS APPENDIX**

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TRUST INDENTURE

between the

**HIGHER EDUCATIONAL FACILITIES
FINANCING AUTHORITY,
as Authority**

and

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee**

**Relating to the
Issuance of**

**\$79,910,000
Higher Educational Facilities Financing Authority
Revenue Bonds
(Rollins College Project)
Series 2024**

Dated as of October 1, 2024

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION; GRANT OF SECURITY	2
Section 101. Terms Defined in Definitions Appendix.	2
Section 102. Rules of Construction.	2
Section 103. Grant of Security.	3
ARTICLE II THE BONDS	4
Section 201. Authorization of Bonds.	4
Section 202. Method and Place of Payment.	6
Section 203. Execution and Authentication.	7
Section 204. Registration, Transfer and Exchange.	8
Section 205. [Reserved].	9
Section 206. Mutilated, Destroyed, Lost and Stolen Bonds.	9
Section 207. Cancellation of Bonds.	9
Section 208. Book-Entry Bonds; Securities Depository.	10
ARTICLE III REDEMPTION AND PURCHASE OF BONDS	10
Section 301. Redemption of Bonds Prior to Maturity.	10
Section 302. Election to Redeem; Notice to Trustee.	15
Section 303. Selection of Bonds to be Redeemed; Bonds Redeemed in Part.	15
Section 304. Notice of Redemption.	16
Section 305. Deposit of Redemption Price; Bonds Payable on Redemption Date.	17
ARTICLE IV FUNDS AND ACCOUNTS AND APPLICATION OF BOND PROCEEDS	18
Section 401. Creation of Funds and Accounts.	18
Section 402. Deposit of Bond Proceeds.	18
Section 403. Debt Service Fund	19
Section 404. Rebate Fund.	20
Section 405. Project Fund.	23
Section 406. Payments Due on Saturdays, Sundays and Holidays.	23
Section 407. Nonpresentment of Bonds.	23
Section 408. Records and Reports of Trustee.	24
Section 409. Repayment to the Borrower from the Funds.	24
ARTICLE V SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS	25
Section 501. Moneys to be Held in Trust.	25
Section 502. Investment of Moneys.	25

ARTICLE IX SUPPLEMENTAL INDENTURES	42
Section 901. Supplemental Indentures and Amendments to Loan Agreement without Consent of Bondowners.....	42
Section 902. Supplemental Indentures and Amendments to Loan Agreement with Consent of Bondowners.....	43
Section 903. Execution of Supplemental Indentures or Amendment to Loan Agreement.....	45
Section 904. Effect of Supplemental Indentures or Amendment to Loan Agreement.	45
Section 905. Reference in Bonds to Supplemental Indentures.....	45
Section 906. Manner of Obtaining Owners' Consent to Amendments; Failure to Object Deemed Consent.	45
ARTICLE X SATISFACTION AND DISCHARGE	46
Section 1001. Payment, Discharge and Defeasance of Bonds.	46
Section 1002. Rights Retained After Discharge; Unclaimed Moneys.....	47
ARTICLE XI NOTICES, CONSENTS AND OTHER ACTS	48
Section 1101. Notices.	48
Section 1102. Acts of Bondowners.	50
Section 1103. Form and Contents of Documents Delivered to Trustee.	51
ARTICLE XII MISCELLANEOUS PROVISIONS.....	51
Section 1201. No Personal Liability; No Recourse.....	51
Section 1202. General Provisions Relating to Authority and Trustee	52
Section 1203. Benefit of Indenture.	52
Section 1204. Severability.	53
Section 1205. Execution in Counterparts.	53
Section 1206. Governing Law; Venue.	53
Section 1207. No Limitations on Actions of Authority In Exercise of its Governmental Powers.	53
APPENDIX I -	DEFINITIONS
APPENDIX II -	BOND FORM
APPENDIX III	PROJECT FUND REQUISITION
APPENDIX IV	CLOSING MEMORANDUM

TRUST INDENTURE

THIS TRUST INDENTURE is made and entered into as of October 1, 2024, by and between the **HIGHER EDUCATIONAL FACILITIES FINANCING AUTHORITY** (the "**Authority**"), a body politic and corporate, duly created and existing under the laws of the State of Florida, and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association organized and existing under and by virtue of the laws of the United States of America and being duly qualified to accept and administer the trusts created hereby (together with any successor to its rights, duties, and obligations hereunder, as trustee the "**Trustee**").

RECITALS

WHEREAS, the Authority is empowered pursuant to the Higher Educational Facilities Financing Act, Chapter 243, Part II Florida Statutes (the "**Act**") and other applicable provisions of law, to issue its bonds for the purpose of, among other things, assisting institutions of higher education in constructing, financing and refinancing projects as defined in the Act, throughout the State; and

WHEREAS, the Authority has received a request by Rollins College (the "**Borrower**") to issue bonds on its behalf; and

WHEREAS, the Authority has herein agreed to issue its (i) Revenue Bonds (Rollins College Project), Series 2024 (the "**Bonds**") for the primary purpose of financing the construction, equipping, renovating, and improving of educational facilities on the Borrower's campus in Winter Park, Florida (the "**2024 Project**") all as set forth on Exhibit A to the Loan Agreement (as hereinafter defined); and

WHEREAS, it has been determined that the amount necessary to finance and refinance the costs of the 2024 Project (the "**Project**"), including necessary expenses incidental to the issuance of the Bonds, will require the issuance, sale and delivery of Bonds in the aggregate principal amount of \$79,910,000, as hereinafter provided; and

WHEREAS, in order to satisfy the requirements of Section 147(f) of the Code, the Authority held a public hearing on June 25, 2024, on the proposed issuance of the Bonds, for the purposes herein stated, which date was at least seven (7) calendar days following the publication of notice of public hearing on June 18, 2024 in newspapers of general circulation in Orange County and in Leon County, which is the location of the 2024 Project and the location of the Authority, respectively, which public hearing was conducted by the Authority, and in a manner that provided a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on the issuance of such Bonds and the location and nature of the 2024 Project; and

WHEREAS, the Bonds shall be limited obligations of the Authority payable solely from the loan payments and other revenues and proceeds received by the Authority under a loan

agreement between the Borrower and the Authority (the "**Loan Agreement**") or otherwise from the operation, sale, lease or other disposition of the 2024 Project, the proceeds of the Bonds and income from the temporary investment of the proceeds of the Bonds or of such other revenues and proceeds, as pledged for such payment under and as provided in this Indenture; neither the faith and credit of the Authority, the State or of any political subdivision thereof nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the Bonds issuable under this Indenture, and neither the Authority, the State nor any political subdivision thereof shall ever be required or obligated to levy ad valorem taxes on any property within their territorial limits to pay the principal of, premium, if any, or interest on such Bonds or any other pecuniary obligations or to pay the same from any funds thereof other than such revenues, receipts and proceeds so pledged, and the Bonds shall not constitute a Lien upon any property owned by the Authority, the State or any political subdivision thereof, other than on the Authority's interest in the Loan Agreement and the property rights, receipts, revenues and proceeds pledged therefor under and as provided in this Indenture; and

WHEREAS, the obligations of the Borrower under the Loan Agreement shall be unsecured general obligations of the Borrower with respect to payment of all amounts due and payable by the Borrower under the Loan Agreement; and

WHEREAS, all things necessary to make the Bonds when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding and legal obligations of the Authority according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the payments under the Loan Agreement (except for "**Reserved Rights**" as defined in the Definitions Appendix attached to this Indenture as Appendix I) for payment of the principal, premium, if any, and interest on the Bonds, and to constitute this Indenture a valid assignment of the rights of the Authority under the Loan Agreement except as otherwise stated herein, have been done and performed, and the creation, execution and delivery of this Indenture, and the issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth herein, the Authority and the Trustee hereby agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION; GRANT OF SECURITY

Section 101. Terms Defined in Definitions Appendix. All terms used herein and not otherwise defined herein shall have the respective meanings assigned thereto in the Definitions Appendix attached to this Indenture as Appendix I and incorporated herein by this reference.

Section 102. Rules of Construction. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Indenture:

- (a) The terms defined in this Article include the plural as well as the singular.
- (b) All accounting terms not otherwise defined herein shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.
- (c) All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.
- (d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this instrument as originally executed.
- (e) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.
- (f) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.
- (g) Whenever an item or items are listed after the word "including," such listing is not intended to be a listing that excludes items not listed.
- (h) All references made (a) in any gender shall be deemed to have been made in all genders, and (b) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

Section 103. Grant of Security. For and in consideration of the purchase of the Bonds by the persons who at any time shall be or become the Owners thereof and the acceptance and performance by the Trustee of the trusts created by this Indenture, and in order to secure the payment of all amounts owing under and with respect to the Bonds and the payment and performance by the Borrower of all of its obligations with respect to the Bonds, the Loan and the Loan Agreement, the Authority does hereby, without warranty, pledge, grant, assign and convey unto the Trustee all of the Authority's right, title and interest to and in the following:

- (a) the Loan Agreement, including but not limited to the Loan Payments, but expressly not including the Reserved Rights which are retained by the Authority for its own benefit;
- (b) all moneys and securities from time to time held by the Trustee under the Indenture in the Debt Service Fund, the Project Fund or any other Fund that may be hereafter established with the Trustee under the terms of this Indenture, but expressly not including the moneys and securities held from time to time in the Rebate Fund which shall be held by the

Trustee for the sole and exclusive purpose of paying any Rebate Amounts that may be or become owing with respect to the Bonds;

(c) any and all other property (real, personal or mixed) of every kind and nature from time to time, by delivery or by writing of any kind, pledged, assigned or transferred as and for additional security under this Indenture by the Authority or by anyone in its behalf or with its written consent, to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof; and

(d) all of the proceeds of the foregoing, in particular investment income derived therefrom;

(all of the foregoing together with the security interest granted by the Borrower to the Authority and the Trustee (in the case of the Trustee, for the benefit of the Owners of the Bonds) pursuant to Article V of the Loan Agreement being herein collectively called the "**Security**").

The Trustee shall hold in trust and administer the Security, upon the terms and conditions set forth in this Indenture. The Authority shall, solely at the expense of the Borrower, cooperate to the extent necessary with the Trustee in its defense of the Security against the claims and demands of any Person, and will do, execute, acknowledge and deliver (or cause to be done, executed, acknowledged and delivered) such further acts, instruments and transfers as the Trustee may reasonably require upon advice of counsel for the better granting and pledging of the Security or any part thereof, including without limitation, delivery of any financing statements and continuation statements that are required under applicable law in order to perfect the Trustee's security interest in the Security. The Trustee shall be under no duty to seek such advice of counsel. Except as provided herein, the Authority shall not sell, convey, mortgage, encumber or otherwise dispose of the Security or any part thereof while any Bonds remain outstanding.

ARTICLE II THE BONDS

Section 201. Authorization of Bonds. (a) Generally. There shall be issued under and secured by this Indenture Bonds in the aggregate principal amount of \$79,910,000, for the purpose of providing funds to make the Loan to the Borrower. The Bonds shall be designated "Higher Educational Facilities Financing Authority Revenue Bonds (Rollins College Project) Series 2024."

The Bonds shall be issued in denominations of \$5,000, or any integral multiple thereof, and shall be dated date of delivery. The Bonds shall be numbered from R-1 upward.

No Bonds may be issued under this Indenture except in accordance with the provisions of this Article. The total principal amount of Bonds that may be issued under this Indenture is limited to \$79,910,000.

The Bonds shall be issued as fully registered bonds without coupons in substantially the respective forms set forth in the Bond Form attached to this Indenture as Appendix II, with such necessary or appropriate variations, omissions and insertions as are permitted or required by this Indenture. The Bonds may have endorsed thereon such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any custom, usage or requirement of law with respect thereto.

(b) Interest. Interest shall be payable in arrears on each Interest Payment Date, commencing on the first Interest Payment Date after the date of original issuance of the Bonds. The amount of interest payable with respect to the Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

(c) Maturities. The Bonds shall mature on December 1 in the years and in the principal amounts and shall bear interest at the rates *per annum*, all as set forth in the following tables:

\$79,910,000 Bonds

Maturity Date (December 1)	Principal Amount	Interest Rate
2027	1,005,000	5.000%
2033	640,000	5.000
2034	665,000	5.000
2036	1,445,000	5.000
2038	1,580,000	5.000
2040	1,750,000	5.000
2042	1,925,000	5.000
2049	8,810,000	4.000
2054	25,000,000	5.250
2054	37,090,000	4.125

The Bonds shall be executed in the manner set forth herein and delivered to the Trustee for authentication, but prior to or simultaneously with the authentication and delivery of the Bonds by the Trustee the following documents shall be filed with the Trustee:

(a) A copy of the certificate of the Authority authorizing the issuance of the Bonds and the execution of this Indenture, the Loan Agreement, and any other Transaction Documents related to the Bonds to which it is a party.

(b) A copy, certified by the Secretary or an Assistant Secretary of the Borrower, of the resolutions adopted by the Borrower authorizing the execution and delivery of the Loan Agreement, and any other Transaction Documents related to the Bonds to which it is a party, and approving this Indenture and the issuance and sale of the Bonds.

(c) An original executed counterpart of this Indenture and the Loan Agreement.

(d) A request and authorization from the Authority to the Trustee to authenticate the Bonds and deliver the Bonds to the Underwriter upon payment to the Trustee, for the account of the Authority, of the purchase price thereof. The Trustee shall be entitled to rely conclusively upon such request and authorization as to the names of the purchasers and the amounts of such purchase price.

(e) An opinion of Bond Counsel and any supplemental opinion of Bond Counsel, addressed to the Trustee, dated the date of original issuance of the Bonds, in substantially the form attached as an Appendix to, respectively, the Official Statement and the Purchase Agreement.

(f) Such other opinions, certificates, statements, receipts and documents required by any of the Transaction Documents related to the Bonds or as the Authority or Bond Counsel shall reasonably require for the delivery of the Bonds.

When the documents specified above have been filed with the Trustee, and when the Bonds shall have been executed and authenticated as required by this Indenture, the Trustee shall deliver the Bonds, but only upon payment to the Trustee of the purchase price of the Bonds. The proceeds of the sale of the Bonds, including accrued interest and premium thereon, if any, shall be immediately paid over to the Trustee, and the Trustee shall deposit and apply such proceeds as provided in Article IV hereof.

Section 202. Method and Place of Payment. The principal of, redemption premium, if any, and interest on the Bonds shall be payable in any coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts.

The principal of and the redemption premium, if any, on all Bonds shall be payable by check at maturity or upon earlier redemption to the Persons in whose names such Bonds are registered on the bond register maintained by the Trustee at the maturity or redemption date thereof, upon the presentation and surrender of such Bonds at the designated corporate trust office or other designated payment office of the Trustee or of any Paying Agent named in the Bonds.

The interest payable on each Bond on any Interest Payment Date shall be paid by the Trustee to the registered Owner of such Bond as shown on the bond register at the close of business on the Regular Record Date for such interest, (1) by check mailed to such registered Owner at his address as it appears on the bond register or at such other address as is furnished to the Trustee in writing by such Owner, or (2) with respect to Bonds if such Bonds are held by a Securities Depository, or at the written request addressed to the Trustee by any registered Owner of Bonds in the aggregate principal amount of at least \$1,000,000, by electronic wire transfer in immediately available funds for credit to the ABA routing number and account number filed with the Trustee no later than 5 Business Days before an Interest Payment Date,

but no later than a Regular Record Date for any interest payment, that all such payments be made by wire transfer.

Interest on any Bond that is due and payable but not paid on the date due ("**Defaulted Interest**") shall cease to be payable to the Owner of such Bond on the relevant Regular Record Date and shall be payable to the Owner in whose name such Bond is registered at the close of business on a special record date (the "**Special Record Date**") for the payment of such Defaulted Interest, which Special Record Date shall be fixed in the following manner. The Borrower shall notify the Trustee in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be such as will enable the Trustee to comply with the next sentence hereof) and shall deposit with the Trustee at the time of such notice an amount of money in immediately available funds equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Trustee for such deposit prior to the date of the proposed payment; money deposited with the Trustee shall be held in trust for the benefit of the Owners of the Bonds entitled to such Defaulted Interest as provided in this Section. Following receipt of such funds the Trustee shall fix the Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 calendar days prior to the date of the proposed payment and not less than 10 calendar days after the receipt of such funds by the Trustee. The Trustee shall promptly notify the Borrower of such Special Record Date and, in the name and at the expense of the Borrower, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Owner of a Bond entitled to such notice at the address of such Owner as it appears on the bond register not less than 10 calendar days prior to such Special Record Date.

Section 203. Execution and Authentication. The Bonds shall be executed on behalf of the Authority by the manual or facsimile signatures as permitted by law of the Chair or Vice Chair, and attested by its Secretary, and shall have impressed or printed thereon the seal of the Authority or a facsimile thereof. Facsimile signatures on the Bonds shall have the same force and effect as if each of such Bonds had been manually signed. In case any official of the Authority whose signature or facsimile signature shall appear on the Bonds shall cease to hold such office before the delivery of such Bonds, such signature or facsimile signature shall nevertheless be valid and sufficient for all purposes, as if such officer had remained in office until delivery. At the direction of the Authority, the Trustee shall authenticate and deliver the Bonds. The proceeds of the Bonds shall be paid over to the Trustee for the account of the Authority and deposited as provided herein.

No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until a certificate of authentication on such Bond shall have been duly executed by the Trustee, and such executed certificate upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 204. Registration, Transfer and Exchange. The Trustee shall cause to be kept at its designated corporate trust office a register (referred to herein as the "**bond register**") in which, subject to such reasonable regulations as it may prescribe, the Trustee shall provide for the registration, transfer and exchange of Bonds as herein provided. The Trustee is hereby appointed "bond registrar" for the purpose of registering Bonds and transfers of Bonds as herein provided.

Bonds may be transferred or exchanged only upon the bond register maintained by the Trustee, as bond registrar, as provided in this Section 204. Upon surrender for transfer or exchange of any Bond at the designated corporate trust office or other designated payment office of the Trustee, the Authority shall execute, and the Trustee shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of the same maturity, of any authorized denominations and of a like aggregate principal amount.

Every Bond presented or surrendered for transfer or exchange shall (if so required by the Trustee, as bond registrar) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Trustee, as bond registrar, duly executed by the Owner thereof or his attorney or legal representative duly authorized in writing.

All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the Authority, evidencing the same debt, and entitled to the same security and benefits under this Indenture, as the Bonds surrendered upon such transfer or exchange.

No service charge shall be made for any registration, transfer or exchange of Bonds, but the Trustee or Securities Depository may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, and such charge shall be paid before any such new Bond shall be delivered. The fees and charges of the Trustee for making any transfer or exchange and the expense of any bond printing necessary to effect any such transfer or exchange shall be paid by the Borrower. In the event any registered Owner fails to provide a correct taxpayer identification number to the Trustee, the Trustee may impose a charge against such registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Internal Revenue Code, such amount may be deducted by the Trustee from amounts otherwise payable to such registered Owner hereunder or under the Bonds.

The Trustee shall not be required (1) to transfer or exchange any Bond during a period beginning at the opening of business 15 calendar days before the day of the mailing of a notice of redemption of such Bond and ending at the close of business on the day of such mailing, or (2) to transfer or exchange any Bond so selected for redemption in whole or in part, during a period beginning at the opening of business on any Regular Record Date for such Bonds and ending at the close of business on the relevant Interest Payment Date therefor.

The Person in whose name any Bond is registered on the bond register shall be deemed and regarded as the absolute Owner thereof for all purposes, except as otherwise provided in

this Indenture, and payment of or on account of the principal of and premium, if any, and interest on any such Bond shall be made only to or upon the order of the registered Owner thereof or his legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

The Trustee will keep on file at its designated corporate trust office a list of the names and addresses of the last known Owners of all Bonds and the CUSIP numbers of such Bonds held by each of such Owners. At reasonable times, the list may be inspected and copied by the Authority, the Borrower, or the Owners of 10% in principal amount of Bonds Outstanding or the authorized representative thereof; provided, that the ownership of such Owner and the authority of any such designated representative shall be evidenced to the satisfaction of the Trustee.

Section 205. [Reserved].

Section 206. Mutilated, Destroyed, Lost and Stolen Bonds. Subject to the laws of the State pertaining thereto and any other applicable law, in the event any Bond is mutilated, lost, stolen or destroyed, the Authority with consent of the Borrower may authorize the execution and delivery of a new Bond of like series, date, number, stated maturity and denomination as that mutilated, lost, stolen or destroyed; *provided, however,* that in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Authority, the Borrower and the Trustee evidence of the ownership thereof and of such loss, theft or destruction satisfactory to the Authority, the Borrower and the Trustee, together with a bond of indemnity satisfactory to them. The Authority, the Borrower and the Trustee may charge the holder or Owner of such Bond with the expense incurred in connection therewith and any amounts provided by applicable law.

Section 207. Cancellation of Bonds. All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Trustee, shall be promptly cancelled by the Trustee, and, if surrendered to any Paying Agent other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by the Trustee. The Authority or the Borrower may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which the Authority or the Borrower may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Trustee. No Bond shall be authenticated in lieu of or in exchange for any Bond cancelled as provided in this Section, except as expressly provided by this Indenture. All cancelled Bonds held by the Trustee shall be destroyed and disposed of by the Trustee in accordance with applicable record retention requirements. If requested, the Trustee shall execute and deliver to the Authority and the Borrower a certificate describing the Bonds so cancelled and destroyed.

Section 208. Book-Entry Bonds; Securities Depository. The Bonds shall initially be issued in book-entry form (the Bonds, being the "Book-Entry Bonds") subject to the Book-Entry System of ownership, registration and transfer and registered to Cede & Co., the nominee for The Depository Trust Company, and no Beneficial Owner will receive certificates representing their respective interests in the Bonds, except in the event the Trustee issues Replacement Bonds as provided in this Section. It is anticipated that during the term of any Book-Entry Bonds, the Securities Depository, in accordance with the Book-Entry System, will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Book-Entry Bonds to the Participants until and unless the Trustee authenticates and delivers Replacement Bonds to the Beneficial Owners as described in the following paragraph.

The Authority may discontinue the Book-Entry System and the services of any institution acting as Securities Depository with respect to the Book-Entry Bonds. Upon the resignation of any institution acting as Securities Depository hereunder, or if the Authority discontinues the services of any institution acting as Securities Depository, the Authority will attempt to identify another institution qualified to act as Securities Depository hereunder. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Book-Entry Bond or Book-Entry Bonds for cancellation shall cause the delivery of Book-Entry Bonds to the successor Securities Depository in appropriate denominations and form as provided herein. If:

- (a) the Authority discontinues the Book-Entry System; or
- (b) the institution acting as Securities Depository resigns or is removed and the Authority is unable to identify such successor Securities Depository prior to the effective date of the resignation or removal;

the Authority shall discontinue the use of a Securities Depository and shall, at the sole cost and expense of the Borrower, cause certificated Bonds to be printed, executed by the Authority and delivered to the Trustee for authentication and delivery to the Persons who are the Beneficial Owners of the Bonds (the "**Replacement Bonds**"). The Trustee may rely on information from the Securities Depository and its Participants as to the names and addresses of and the principal amount held by the Beneficial Owners of the Bonds.

ARTICLE III REDEMPTION AND PURCHASE OF BONDS

Section 301. Redemption of Bonds Prior to Maturity. The Bonds are subject to redemption prior to their stated maturity dates as follows:

- (a) *Optional Redemption.* The Bonds are subject to redemption by the Authority, acting at the written direction of the Borrower, prior to maturity, in whole or in part (and if in

part, in such order of maturity as the Borrower shall specify in writing to the Trustee or designating which Amortization Installments with respect to Term Bonds to be redeemed in part as further set forth in Section 303 hereof), as follows:

The Bonds maturing on and after December 1, 2035, are subject to redemption prior to maturity on December 1, 2034, and on any date thereafter, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment, as applicable, to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

(b) *Mandatory Redemption.*

(i) The Bonds maturing on December 1, 2027 (the "**2027 Term Bonds**") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2026	\$520,000
2027*	485,000

*Maturity

The Authority shall receive a credit against an Amortization Installment of the 2027 Term Bonds pursuant to this Section 301(b), in an amount equal to the principal amount of any 2027 Term Bonds which have: (i)(A) theretofore been purchased by or on behalf of the Borrower on the open market and surrendered to the Trustee for cancellation, or (B) theretofore been redeemed pursuant to Section 301(a) hereof; and (ii) for which such a credit has not been previously given.

(ii) The Bonds maturing on December 1, 2036 (the "**2036 Term Bonds**") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2035	\$705,000
2036*	740,000

*Maturity

The Authority shall receive a credit against its obligation to pay an Amortization Installment of the 2036 Term Bonds pursuant to this Section 301(b), in an amount equal

to the principal amount of any 2036 Term Bonds: (i) which have (A) theretofore been purchased by or on behalf of the Borrower on the open market and surrendered to the Trustee for cancellation, or (B) theretofore been redeemed pursuant to Section 301(a) hereof; and (ii) for which such a credit has not been previously given.

(iii) The Bonds maturing on December 1, 2038 (the "**2038 Term Bonds**") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2037	\$770,000
2038*	810,000

*Maturity

The Authority shall receive a credit against its obligation to pay an Amortization Installment of the 2038 Term Bonds pursuant to this Section 301(b), in an amount equal to the principal amount of any 2038 Term Bonds: (i) which have (A) theretofore been purchased by or on behalf of the Borrower on the open market and surrendered to the Trustee for cancellation, or (B) theretofore been redeemed pursuant to Section 301(a) hereof; and (ii) for which such a credit has not been previously given.

(iv) The Bonds maturing on December 1, 2040 (the "**2040 Term Bonds**") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2039	\$855,000
2040*	895,000

*Maturity

The Authority shall receive a credit against its obligation to pay an Amortization Installment of the 2040 Term Bonds pursuant to this Section 301(b), in an amount equal to the principal amount of any 2040 Term Bonds: (i) which have (A) theretofore been purchased by or on behalf of the Borrower on the open market and surrendered to the Trustee for cancellation, or (B) theretofore been redeemed pursuant to Section 301(a) hereof; and (ii) for which such a credit has not been previously given.

(v) The Bonds maturing on December 1, 2042 (the "**2042 Term Bonds**") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2041	\$940,000
2042*	985,000

*Maturity

The Authority shall receive a credit against its obligation to pay an Amortization Installment of the 2042 Term Bonds pursuant to this Section 301(b), in an amount equal to the principal amount of any 2042 Term Bonds: (i) which have (A) theretofore been purchased by or on behalf of the Borrower on the open market and surrendered to the Trustee for cancellation, or (B) theretofore been redeemed pursuant to Section 301(a) hereof; and (ii) for which such a credit has not been previously given.

(vi) The Bonds maturing on December 1, 2049 (the "**2049 Term Bonds**") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2043	\$1,035,000
2044	1,080,000
2045	1,120,000
2046	1,165,000
2047	1,510,000
2048	1,420,000
2049*	1,480,000

*Maturity

The Authority shall receive a credit against its obligation to pay an Amortization Installment of the 2049 Term Bonds pursuant to this Section 301(b), in an amount equal to the principal amount of any 2049 Term Bonds: (i) which have (A) theretofore been purchased by or on behalf of the Borrower on the open market and surrendered to the Trustee for cancellation, or (B) theretofore been redeemed pursuant to Section 301(a) hereof; and (ii) for which such a credit has not been previously given.

(vii) The Bonds maturing on December 1, 2054, bearing interest at 5.250% (the "**5.250% 2054 Term Bonds**") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2050	\$ 720,000
2051	5,670,000
2052	5,930,000
2053	6,195,000
2054*	6,485,000

*Maturity

The Authority shall receive a credit against its obligation to pay an Amortization Installment of the 5.250% 2054 Term Bonds pursuant to this Section 301(b), in an amount equal to the principal amount of any 5.250% 2054 Term Bonds: (i) which have (A) theretofore been purchased by or on behalf of the Borrower on the open market and surrendered to the Trustee for cancellation, or (B) theretofore been redeemed pursuant to Section 301(a) hereof; and (ii) for which such a credit has not been previously given.

(viii) The Bonds maturing on December 1, 2054, bearing interest at 4.125% (the "**4.125% 2054 Term Bonds**") shall be subject to mandatory redemption on December 1 of the years and in the Amortization Installments set forth in the following table, any such redemption to be at a price equal to 100% of the principal amount or Amortization Installment to be redeemed plus unpaid interest accruing thereon to the date fixed for redemption.

Redemption Date (December 1)	Amortization Installment
2050	\$ 825,000
2051	8,465,000
2052	8,855,000
2053	9,265,000
2054*	9,680,000

*Maturity

The Authority shall receive a credit against its obligation to pay an Amortization Installment of the 4.125% 2054 Term Bonds pursuant to this Section 301(b), in an amount equal to the principal amount of any 4.125% 2054 Term Bonds: (i) which have (A) theretofore been purchased by or on behalf of the Borrower on the open market and

surrendered to the Trustee for cancellation, or (B) theretofore been redeemed pursuant to Section 301(a) hereof; and (ii) for which such a credit has not been previously given.

Section 302. Election to Redeem; Notice to Trustee. Redemptions pursuant to Sections 301(a) above shall be initiated by means of a written direction from the Borrower to the Trustee with a copy to the Authority. Upon receipt by the Trustee of such written direction, the Authority shall, *ipso facto* and without any further act on the part of the Authority, be deemed to join in such direction. In case of any redemption pursuant to Section 301(a) above, such written direction shall be given by the Borrower at least 45 calendar days prior to the desired redemption date (unless a shorter notice shall be satisfactory to the Trustee), which written direction shall specify the provision of this Indenture pursuant to which such redemption is to be effected, the desired redemption date (which shall be a date upon which such redemption is permitted under the applicable redemption provision), the principal amount to be redeemed, and the maturities of Bonds to be called for redemption. Upon the receipt of such written direction, the Trustee shall proceed to give notice of such redemption in accordance with the requirements of this Indenture.

The foregoing provisions of this Section 302 shall not apply in the case of any redemption of Bonds pursuant to Section 301(b) above, and the Trustee shall call Bonds for redemption and shall give notice of redemption pursuant to such mandatory redemption requirements without the necessity of any action by the Authority or the Borrower and whether or not the Trustee shall hold in the Debt Service Fund moneys available and sufficient to effect the required redemption.

Section 303. Selection of Bonds to be Redeemed; Bonds Redeemed in Part. Bonds may be redeemed only in the principal amount of Minimum Authorized Denominations of the Bonds or any integral multiple thereof.

If less than all Bonds are to be redeemed pursuant to Section 301 hereof, such Bonds shall be redeemed from the maturity or maturities or Amortization Installments selected by the Borrower (except if required otherwise to preserve tax exemption). If less than all Bonds of any maturity are to be redeemed, the particular Bonds to be redeemed or Amortization Installments to be paid shall be selected by the Trustee from the Bonds of such maturity or Amortization Installments, as applicable, which have not previously been called for redemption or paid, by lot and which lottery may provide for the selection for redemption or payment of portions equal to Minimum Authorized Denominations of the principal of Bonds of a denomination larger than such Minimum Authorized Denominations.

Payment of the redemption price of a portion of any Bond may be made directly to the registered Owner thereof without surrender thereof.

The Trustee shall promptly notify the Authority and the Borrower in writing of the Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Section 304. Notice of Redemption. Unless waived by any Owner of Bonds subject to redemption, official notice of any such redemption shall be given by the Trustee on behalf of the Authority by mailing a copy of an official redemption notice by registered, certified or first class mail, at least 20 calendar days prior to the redemption date to each registered Owner of the Bonds to be redeemed at the address shown on the bond register or at such other address as is furnished in writing by such registered Owner to the Trustee.

All official notices of redemption shall be dated and shall state:

- (a) the date fixed for redemption;
- (b) the redemption price;
- (c) the principal amount of Bonds to be redeemed and, if less than all Bonds are to be redeemed, the identification number and maturity date (and, in the case of partial redemption, the respective principal amounts or Amortization Installment) of the Bonds to be redeemed;
- (d) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date (provided that such notice of optional redemption may state that such redemption is conditioned upon sufficient funds to pay the redemption price being on deposit with the Trustee or other Paying Agent on the redemption date and if sufficient funds to pay the redemption price are not on deposit with the Trustee or other Paying Agent on the redemption date, then the redemption shall not occur and the parties shall be restored to their respective positions as if no notice had been transmitted); and
- (e) the place where the Bonds to be redeemed are to be surrendered or tendered through DTC for payment of the redemption price, which place of payment shall be the designated corporate trust office of the Trustee or other Paying Agent.

The failure of any Owner of Bonds to receive notice given as provided in this Section 304, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bonds. Any notice mailed as provided in this Section 304 shall be conclusively presumed to have been duly given and shall become effective upon mailing, whether or not any Owner receives such notice.

In addition to the foregoing notice, further notice shall be given by the Trustee on behalf of the Authority at least 20 calendar days before the redemption date by registered, certified or first class mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds and to one or more national information services that disseminate notices of redemption of obligations such as the Bonds. Each further notice of redemption given shall contain the information required above for an official notice of redemption plus (i) the CUSIP numbers of all Bonds

being redeemed; (ii) the date of issue of the Bonds as originally issued; (iii) the rate of interest borne by each Bond being redeemed; (iv) the maturity date of each Bond being redeemed; and (v) any other descriptive information needed to identify accurately the Bonds being redeemed. No defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed.

So long as the Securities Depository is effecting book-entry transfers of the Bonds, the Trustee shall provide the notices specified in this Section only to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the Beneficial Owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a Beneficial Owner of a Bond (having been mailed notice from the Trustee, the Securities Depository, a Participant or otherwise) to notify the Beneficial Owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

Section 305. Deposit of Redemption Price; Bonds Payable on Redemption Date. On a redemption date, the Borrower, on behalf of the Authority shall deposit with the Trustee or with a Paying Agent, an amount of money sufficient to pay the redemption price of all the Bonds which are to be redeemed on that date. Such money shall be held in trust for the benefit of the Persons entitled to such redemption price and shall not be deemed to be part of the Security.

Notice of redemption having been given as aforesaid, the Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified and from and after such date (unless the Borrower shall fail to pay the redemption price) such Bonds shall cease to bear interest. Upon surrender of any such Bond for redemption in accordance with said notice, such Bond shall be paid by the Trustee at the redemption price. Installments of interest with a due date on or prior to the redemption date shall be payable to the Owners of the Bonds registered as such on the relevant Regular Record Dates according to the terms of such Bonds and the provisions of Section 202.

Upon the payment of the redemption price of Bonds being redeemed, each check or other electronic transfer of funds issued for such purpose shall bear or have enclosed the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other electronic transfer.

If any Bond called for redemption shall not be so paid upon surrender thereof for redemption, or as otherwise provided under Section 303 in lieu of surrender, the principal (and premium, if any) shall, until paid, bear interest from the redemption date at the rate prescribed therefor in the Bond.

ARTICLE IV
FUNDS AND ACCOUNTS AND APPLICATION OF BOND PROCEEDS

Section 401. Creation of Funds and Accounts. There are hereby created and ordered to be established in the custody of the Trustee the following Funds in the name of the Authority to be designated as follows:

(a) "Higher Educational Facilities Financing Authority -- Rollins College Series 2024 Debt Service Fund" (the "**Debt Service Fund**").

(b) "Higher Educational Facilities Financing Authority -- Rollins College Series 2024 Rebate Fund" (the "**Rebate Fund**").

(c) "Higher Educational Facilities Financing Authority -- Rollins College Series 2024 Project Fund" (the "**Project Fund**").

(d) "Higher Educational Facilities Financing Authority -- Rollins College Series 2024 Costs of Issuance Fund" (the "**Costs of Issuance Fund**").

The Trustee is authorized to establish separate accounts within such funds or otherwise segregate moneys within such funds, on a book-entry basis or in such other manner as the Trustee may deem necessary or convenient, or as the Trustee shall be instructed by the Borrower.

Section 402. Deposit of Bond Proceeds. On the date of issuance and delivery of the Bonds, the net proceeds derived by the Authority from the issuance and sale thereof shall be disbursed and applied as follows:

(a) *Trustee to Pay Costs of Issuance.* The Trustee shall deposit \$491,695.97 in the Cost of Issuance Fund and shall pay the Costs of Issuance (other than the Underwriter's discount which shall be withheld from the payment by the Underwriter for the Bonds). The Trustee shall pay the Costs of Issuance in accordance with the Closing Memorandum executed by the Borrower and provided to the Trustee, and attached hereto as Appendix IV. Any amounts remaining in the Costs of Issuance Fund upon sixty (60) days after the issuance of the Bonds shall be transferred to the Project Fund by the Trustee and thereafter the Costs of Issuance Fund shall be closed.

(b) *Disbursements to Pay Costs of Project.* On the date of issuance and delivery of the Bonds, the Trustee shall deposit from the proceeds of the Bonds the sum of \$80,500,000.00 to the Project Fund, for requisition by the Borrower to pay or reimburse for the payment of Project Costs. Moneys in the Project Fund shall be expended to pay the Project Costs in accordance with the provisions of the Loan Agreement. Moneys in the Project Fund shall be disbursed upon receipt of a requisition for payment substantially in the form of Appendix III attached hereto which, by this reference thereto is incorporated herein, executed by the Borrower Representative.

(c) *Certification of Completion of Project.* The Borrower shall, upon completion of the 2024 Project, deliver to the Authority and the Trustee within 90 calendar days thereafter a written certificate of the Borrower Representative:

(1) stating that such 2024 Project has been fully completed substantially in accordance with the plans and specifications therefor, as then amended, and the date of completion of such 2024 Project; and

(2) stating that the signer has made such investigation of such sources of information as are deemed necessary, including pertinent records of the Borrower, and is of the opinion that the Project Costs have been fully paid for and no claim or claims exist against the Authority or the Borrower or against the 2024 Project out of which a Lien based on furnishing labor or material exists or might ripen; *provided, however*, that there may be excepted from the foregoing statement any claim or claims out of which a Lien exists or might ripen in the event that the Borrower intends to contest such claim or claims in accordance with the Loan Agreement, in which event such claim or claims shall be described; *provided, further, that* it shall be stated that moneys are available through enumerated bank loans (including letters of credit) or other sources sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims.

(d) *Disposition of Proceeds of the Bonds Following Completion.* If after:

(i) payment by the Borrower of all Project Costs; and

(ii) receipt by the Authority and the Trustee of the Officer's Certificate required by Section 402(c) above;

there shall remain any proceeds of the Bonds, such moneys shall be remitted to the Trustee by the Borrower and the Trustee shall deposit such remaining proceeds of the Bonds in the Debt Service Fund and they shall be applied to pay the next successive principal payment on the Bonds to become due; *provided*, that in the discretion of the Borrower, such moneys may be applied for any other purpose that, based on an opinion of Bond Counsel addressed and delivered to the Trustee and the Authority, will not adversely affect the exclusion of the interest on the Bonds from gross income for federal income tax purposes.

(e) *Disposition of Proceeds of the Bonds Upon Event of Default.* If an Event of Default under this Indenture shall have occurred and the Bonds shall have been declared due and payable pursuant to Section 702 of this Indenture, any proceeds of the Bonds in the Project Fund shall be available to the Trustee to be deposited in the Debt Service Fund by the Trustee.

Section 403. **Debt Service Fund.** *Generally.* The Trustee shall deposit and credit to the Debt Service Fund, as and when received, as follows:

(i) The amounts required to be deposited therein under Section 402(d) and (g) hereof, and all Loan Payments made by the Borrower pursuant to Section 4.01 of the Loan Agreement.

(ii) Any amount required to be deposited into the Debt Service Fund pursuant to this Section 403 and Section 405 hereof.

(iii) Interest earnings and other income on Permitted Investments required to be deposited in the Debt Service Fund pursuant this Indenture.

(iv) All other moneys received by the Trustee under and pursuant to any of the provisions of this Indenture or the Loan Agreement or any other Transaction Document, when accompanied by written directions from the person depositing such moneys that such moneys are to be paid into the Debt Service Fund.

Except as otherwise provided herein, the moneys in the Debt Service Fund and the accounts therein shall be held in trust and applied in accordance with the provisions of this Indenture to pay the principal of and redemption premium, if any, and interest on the Bonds as the same become due and payable.

The Trustee is authorized and directed to withdraw sufficient funds from the Debt Service Fund to pay principal of, redemption premium, if any, and interest on the Bonds as the same become due and payable at maturity or upon redemption and to make said funds so withdrawn available to the Trustee and any Paying Agent for the purpose of paying said principal, redemption premium, if any, and interest.

The Trustee, upon the written instructions from the Borrower, shall use excess moneys in the Debt Service Fund to redeem all or part of the Bonds Outstanding and to pay interest to accrue thereon prior to such redemption and redemption premium, if any, on the next succeeding redemption date for which the required redemption notice may be given or on such later redemption date as may be specified by the Borrower, in accordance with the provisions of Article III hereof, so long as the Borrower is not in default with respect to any payments under the Loan Agreement and to the extent said moneys are in excess of the amount required for payment of Bonds theretofore matured or called for redemption. The Borrower may cause such excess money in the Debt Service Fund or such part thereof or other moneys of the Borrower, as the Borrower may direct, to be applied by the Trustee on a best efforts basis for the purchase of Bonds in the open market for the purpose of cancellation at prices not exceeding the principal amount thereof plus accrued interest thereon to the date of such purchase.

Section 404. Rebate Fund. (a) *Calculation of Rebate Amount; Deposits to and Withdrawals from Rebate Fund.* In the Loan Agreement, the Borrower covenants and agrees that, in accordance with the applicable provisions of the Code, it shall cause to be calculated the Rebate Amount accruing with respect to the Bonds.

Within 10 calendar days after the close of each Computation Period for the Bonds and within 10 calendar days after the final payment in full of all Bonds respectively, at the request of the Borrower, the Trustee shall provide the Borrower and the Rebate Analyst with detailed information concerning the investments made during the Computation Period just ended with any moneys related to the Bonds held by the Borrower or the Trustee hereunder, and the Rebate Analyst shall compute the Rebate Amount for the Bonds in accordance with the requirements of Section 148(f) of the Code and shall provide to the Trustee and the Borrower a Rebate Report setting forth such calculations.

The Borrower shall cause a Rebate Report to be prepared and delivered to the Trustee within 50 calendar days after the close of each Computation Period and within 50 calendar days after final payment in full of all amounts owing on the Bonds. If, for any reason, the Borrower fails to provide the Trustee with any Rebate Report required hereunder within the time specified, the Trustee shall promptly hire (at the expense and for the account of the Borrower) a Rebate Analyst to prepare the required Rebate Report and, upon receipt of such Rebate Report, shall take such lawful action as shall be necessary to cause the Borrower to promptly pay to the Trustee the costs of obtaining such Rebate Report and any Rebate Amount shown to be owing by such Rebate Report. In connection with the preparation of any Rebate Report required hereunder, the Trustee shall request from the Borrower, and the Borrower shall provide to the Trustee and the Rebate Analyst, detailed information concerning the investments made during the period to be covered by such Rebate Report with any moneys held by the Borrower (or held by any person, other than the Trustee, on behalf of the Borrower), which moneys constitute "proceeds of the Bonds" that must be taken into account for purposes of compliance with the rebate requirements of Section 148(f) of the Code. The Trustee shall have no obligation to verify or review any such information received from the Borrower as required under the preceding sentence.

In the event a Rebate Report shows a positive Rebate Amount, the Borrower shall, no later than 2 Business Days prior to the date by which the Trustee is required to pay such Rebate Amount to the United States of America, make a Rebate Payment by remitting to the Trustee for deposit into the Rebate Fund an amount equal to such Rebate Amount.

In the event that a Rebate Report shows that the amounts on deposit in the Rebate Fund exceed the cumulative Rebate Amount with respect to the Bonds for all prior Computation Periods, the Trustee is directed to transfer an amount equal to the amount of such excess from the Rebate Fund (but only to the extent of any amounts on deposit in the Rebate Fund) as follows: if such excess arises prior to completion of the 2024 Project, to the Borrower to pay Project Costs; and if such excess arises after completion of the 2024 Project, to the Debt Service Fund.

Amounts on deposit from time to time in the Rebate Fund shall, to the extent practicable, be invested by the Trustee in such direct obligations of the United States of America as the Borrower shall direct in writing.

(b) *Payment of Rebate Amount to United States.* Not later than 60 calendar days after each Computation Date for the Bonds, the Trustee shall pay to the United States of America, from moneys on deposit in the Rebate Fund or, if moneys on deposit in the Rebate Fund are insufficient or unavailable to make such payments, from moneys paid by the Borrower, at least 90% of the Rebate Amount during the preceding five Bond Years and 100% of the investment earnings on such Rebate Amount. In addition, not later than 60 calendar days after each final Computation Date for the Bonds, the Trustee shall pay to the United States of America all amounts required to be paid thereto pursuant to Section 148(f) of the Code as set forth in the final Rebate Report, said payment to be made out of moneys on deposit in the Rebate Fund or, to the extent the moneys on deposit in the Rebate Fund are insufficient for such purpose, out of moneys paid by the Borrower. The obligation of the Trustee to make the payment of any rebate owed to the United States of America shall be satisfied if and to the extent that the Borrower delivers to the Trustee (i) a copy of the Form 8038-T, or any other such Internal Revenue Service ("IRS") form then filed with the payment of rebate, as filed with the IRS, (ii) evidence of payment to the United States of America of the amount of rebate owed based upon the Rebate Report, and (iii) evidence of mailing of such form and payment.

Notwithstanding anything expressed or implied herein to the contrary, it is the intent that there shall be paid to the United States of America, out of moneys on deposit in the Rebate Fund or payments made by the Borrower, all amounts required to be paid pursuant to Section 148(f) of the Code at the times required thereby.

(c) *Conformance to the Code Requirements; Covenant to Survive Payment.* Notwithstanding anything expressed or implied herein to the contrary: (i) the provisions of this Section 404 may be amended from time to time by the Authority, the Borrower and the Trustee without the consent of or notice to any Owners in order to conform to the requirements of the Code regarding the payment of the Rebate Amount to the United States of America or the manner or time of calculating such Rebate Amount; and (ii) in no event shall the Borrower be deemed to be in default in respect of its obligations under this Section 404 so long as all actions taken by the Borrower with respect to the computation of the Rebate Amount and the payment thereof to the United States of America conform to the requirements of the Code as such requirements may be changed, modified or amended from time to time.

As used in this Section 404, the Definitions Appendix and the Borrower's Tax Certificate, the terms "**Bond Year**," "**Computation Period**," "**Computation Date**," and "**Rebate Amount**" shall have the meanings consistent, and in conformance, with the meanings for such terms in the Code and Regulations applicable to the Bonds, and the phrase "**Bonds**," or any words of similar import shall mean all obligations, which, for purposes of the arbitrage rebate provisions of the Code, are considered to be a single "**issue**" of obligations.

Notwithstanding anything expressed or implied herein or in any Supplemental Indenture to the contrary, the covenants of the Borrower set forth in this Section 404 shall survive the payment in full and/or defeasance of all Outstanding Bonds.

Section 405. **Project Fund.** The Trustee shall deposit and credit to the Project Fund, as and when received, any amount required to be deposited into the Project Fund pursuant to Section 402(b) and this Section 405 hereof. Amounts transferred to the Project Fund shall be applied by the Trustee towards the payment of Project Costs pursuant to the filing of a requisition by a Borrower Representative. Any amounts (including investment proceeds) remaining in the Project Fund on the date which is three (3) months following the completion of the 2024 Project, shall be transferred to the Debt Service Fund.

Section 406. **Payments Due on Saturdays, Sundays and Holidays.** In any case where the date of maturity of principal of, redemption premium, if any, or interest on the Bonds or the date fixed for redemption or purchase of any Bonds shall be a day other than a Business Day, then payment of principal, redemption premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption or purchase, and no interest shall accrue for the period after such date.

Section 407. **Nonpresentment of Bonds.** In the event any Bond which is not a Book-Entry Bond shall not be presented for payment when the principal thereof becomes due and if funds sufficient to pay such Bond shall have been made available to the Trustee,

(a) if principal thereof becomes due at the date fixed for redemption thereof, payment of the principal of any Bond may be made directly to the registered Owner thereof without surrender thereof, if there shall have been filed with the Trustee a written agreement of such Owner and, if such Owner is a nominee, the Person for whom such Owner is a nominee, that payment shall be so made and that such Owner will not sell, transfer or otherwise dispose of such Bond unless prior to delivery thereof such Owner shall present such Bond to the Trustee for notation thereon of the portion of the principal thereof paid or shall surrender such Bond in exchange for a new Bond or Bonds for the unpaid balance of the principal of the surrendered Bond; and

(b) if principal thereof becomes due at maturity or otherwise, all liability of the Borrower and the Authority to the Owner thereof for the payment of such Bond, shall forthwith terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds in trust in a separate trust account, without liability for interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Indenture or on or with respect to said Bond.

If any principal due on a Bond to any registered Owner shall not be paid to such registered Owner in accordance with this Indenture within 4 years following the date when such principal becomes due on such Bond, whether by maturity or otherwise, the Trustee shall repay to the State the funds theretofore held by it for payment of such Bond, as provided in Section 1002 hereto.

Section 408. Records and Reports of Trustee. The Trustee agrees to maintain such records with respect to any and all moneys or investments held by the Trustee pursuant to the provisions of this Indenture as are requested by the Authority. The Trustee shall furnish to the Borrower, monthly on or before the tenth Business Day of each month, and shall furnish to the Authority upon the written request of the Authority, a statement showing the status of each of the funds and accounts established under this Article which are held by the Trustee, showing the balance in each such fund or account as of the first day of the preceding month, the total of deposits to and the total of disbursements from each such fund or account, the dates of such deposits and disbursements, and the balance in each such fund or account on the last day of the preceding month. The Trustee shall render cash transaction statement for each fiscal year ending May 31 to the Borrower, and to any Beneficial Owner and the Authority if requested by such parties in writing, showing in reasonable detail all financial transactions relating to the Security during the accounting period, including investment earnings and the balance in any funds or accounts created by this Indenture as of the beginning and close of such accounting period. Upon the written request of the Authority, the Trustee shall provide to the Authority and to the Authority's independent auditor representations as to the accuracy of the facts contained in the financial reports that were delivered by the Trustee to the Borrower with respect to the fiscal year of the Authority ending December 31. Upon the written request of the Authority and at the expense of the Borrower the Trustee shall provide an annual accounting for each fiscal year of the Authority showing in reasonable detail all financial transactions relating to the Security during such accounting period including investment earnings and the balances in any funds and accounts created by this Indenture.

The Authority and the Borrower (by its execution and delivery of the Loan Agreement) acknowledge that to the extent the regulations of the Office of the Comptroller of the Currency or other applicable regulatory entity grants the Authority or the Borrower the right to receive individual confirmations of security transactions at no additional cost, as they occur, the Authority and the Borrower specifically waive receipt of such confirmations to the extent permitted by law. As provided above, the Trustee will furnish the Authority and the Borrower periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 409. Repayment to the Borrower from the Funds. After payment in full of:

- (a) the Bonds,
- (b) all Rebate Amounts,
- (c) the fees and expenses and other costs required to be paid by the Borrower hereunder, under the Loan Agreement, and
- (d) all other amounts required to be paid under this Indenture,

any amounts remaining in the Debt Service Fund or the Rebate Fund shall be transferred to the Borrower as an overpayment of Loan Payments; *provided, however*, that:

(i) if the Bonds have been deemed paid by reason of a defeasance by the deposit of cash or Defeasance Obligations with the Trustee as permitted under Article X hereof, such cash or Defeasance Obligations (including any investment earnings thereon) shall not be so transferred to the Borrower until such time as all amounts owing to the Owners of the Outstanding Bonds have been paid to such Owners, unless otherwise specifically provided in any escrow agreement entered into by the Trustee in connection with such defeasance deposit;

(ii) the moneys on deposit in the Rebate Fund shall not be so transferred until such time as all Rebate Amounts owing to the United States of America have been paid in full; and

(iii) any moneys held by the Trustee in the Debt Service Fund for the payment of any Bonds that have matured or been redeemed but have not been paid because such Bonds have not been presented for payment as required herein shall not be so transferred to the Borrower but shall continue to be held and applied by the Trustee in accordance with the provisions of Sections 409 and 1002 hereof.

ARTICLE V

SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 501. Moneys to be Held in Trust. All moneys deposited with or paid to the Trustee for the funds and accounts held under this Indenture, and all moneys deposited with or paid to any Paying Agent under any provision of this Indenture shall be held by the Trustee or Paying Agent in trust and shall be applied only in accordance with the provisions of this Indenture and the Loan Agreement, and, until used or applied as herein provided, and except as provided in Sections 305 and 1001 hereof and except for moneys in the Rebate Fund, shall constitute part of the Security and be subject to the Lien, terms and provisions hereof and shall not be commingled with any other funds of the Authority or the Borrower except as provided under Section 502 hereof for investment purposes. Neither the Trustee nor any Paying Agent shall be under any liability for interest on any moneys received hereunder except as may be agreed upon.

Section 502. Investment of Moneys. Moneys held in each of the funds and accounts under this Indenture shall, pursuant to written directions of the Borrower Representative or an investment manager designated in writing by the Borrower Representative, be invested and reinvested by the Trustee in accordance with the provisions of this Indenture in Permitted Investments which mature or are subject to redemption by the Owner thereof prior to the date such funds are expected to be needed; *provided that* moneys on deposit in the Debt Service Fund shall only be invested in Government Obligations which, under the applicable laws of the State, are permissible investments for moneys of the State. The Trustee may conclusively presume that any investment direction given by the Borrower to be invested are permissible investments for moneys of the State. The Trustee may make any investments permitted by the provisions of this Section through its own bond department or short-term investment department and may

pool moneys for investment purposes. Any such Permitted Investments shall be held by or under the control of the Trustee and shall be deemed at all times a part of the Fund or account in which such moneys are originally held. The interest accruing on each Fund or account and any profit realized from such Permitted Investments (other than any amounts required to be deposited in the Rebate Fund pursuant to Section 404 hereof) shall be credited to such Fund or account, and any loss resulting from such Permitted Investments shall be charged to such Fund or account. The Trustee shall sell or present for redemption and reduce to cash a sufficient amount of such Permitted Investments whenever it shall be necessary to provide moneys in any fund or account for the purposes of such Fund or account and the Trustee shall not be liable for any loss resulting from such investments.

ARTICLE VI

GENERAL REPRESENTATIONS, COVENANTS AND PROVISIONS

Section 601. Authority's Representations. The Authority represents and warrants as follows as the basis for the undertakings on its part contained in this Indenture:

(a) Under the provisions of the Act, it has the power to consummate the transactions contemplated by the Transaction Documents to which it is a party.

(b) The Transaction Documents to which it is a party constitute legal, valid and binding obligations and are enforceable against it in accordance with the terms of such instruments, except as enforcement thereof may be limited by (1) bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights and (2) general principles of equity, including the exercise of judicial discretion in appropriate cases.

It is understood and agreed that the Authority has relied upon the rating of "A2" (stable outlook) to determine the creditworthiness of the Borrower, but makes no representations or warranties (i) as to the financial position or business condition of the Borrower; (ii) as to any statements (financial or otherwise), representations, documents or certifications provided or to be provided by the Borrower in connection with the offer or sale of the Bonds; (iii) as to the correctness, completeness or accuracy of such statements, representations, documents or certifications provided by the Borrower; (iv) that the 2024 Project is, or will be, suitable for the Borrower's purposes or needs or as to the condition, suitability or utilization of the 2024 Project; or (v) that the proceeds of the Bonds will be sufficient to finance the 2024 Project in accordance with the plans of the Borrower.

Section 602. Limited Obligations. At the request and for the benefit of the Borrower, the Authority is entering into this Indenture for the purpose of authorizing the issuance and sale of the Bonds and thereby providing the funds needed to make the requested Loan to the Borrower.

THE BONDS ISSUED UNDER THE PROVISIONS OF CHAPTER 243, PART II OF THE FLORIDA STATUTES, SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF

THE STATE OF FLORIDA , OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS HEREIN PROVIDED THEREFOR FROM THE SOURCES DESCRIBED HEREIN. NEITHER THE STATE OF FLORIDA NOR THE AUTHORITY SHALL BE OBLIGATED TO PAY THE SAME OR THE INTEREST THEREON EXCEPT FROM THE SECURITY PORTION THEREOF FOR WHICH THEY ARE ISSUED AND THAT NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF FLORIDA OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON SUCH BONDS. THE ISSUANCE OF THE BONDS BY THE AUTHORITY SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY OUT OF PAYMENTS BY THE BORROWER PURSUANT TO THE LOAN AGREEMENT, CERTAIN PROCEEDS OF THE BONDS AND INCOME FROM THE TEMPORARY INVESTMENT THEREOF. THE TRUSTEE WILL NOT HAVE A MORTGAGE ON OR SECURITY INTEREST IN THE REAL PROPERTY OF THE BORROWER.

Section 603. Payment of Bonds. The Authority shall duly and punctually pay or cause to be paid, but solely from the Security, the principal of, redemption premium, if any, and interest on the Bonds in accordance with the terms of the Bonds and this Indenture.

Section 604. Performance of Covenants. The Authority shall (to the extent within its control) faithfully perform or cause to be performed at all times any and all covenants, undertakings, stipulations and provisions which are to be performed by the Authority contained in this Indenture, in the Bonds and in all proceedings pertaining thereto.

Section 605. Inspection of Books. Subject to the Florida Public Records Act the Authority covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Loan Agreement, and the transactions relating thereto shall at all reasonable times be open to inspection by such accountants or other agencies as the Trustee may from time to time designate. The Trustee covenants and agrees that all books and documents in its possession relating to the Bonds, this Indenture and the Loan Agreement, and the transactions relating thereto, including financial statements of the Borrower, shall be open to inspection by the Authority during business hours upon reasonable notice.

Section 606. Enforcement of Rights The Authority agrees that the Trustee, as assignee of the Authority's rights under the Loan Agreement (except the Reserved Rights) and holder of the Security provided hereunder, may enforce all rights of the Authority and the Trustee and all obligations of the Borrower under and pursuant to the Loan Agreement and any other Transaction Documents for and on behalf of the Owners, whether or not the Authority is in

default hereunder. The Loan Agreement and all other Transaction Documents shall be delivered to and held by the Trustee.

Section 607. Tax Covenants. The Authority hereby covenants with the Owners of the Bonds that it will make no use of the proceeds of the Bonds, or any other funds which may be deemed to be proceeds of the Bonds pursuant to the Code, which, to its knowledge (based upon advice of Bond Counsel), causes the Bonds to be "**arbitrage bonds**" within the meaning of the Code or which, to its knowledge (based upon advice of Bond Counsel), otherwise causes the interest on the Bonds to be or become includable for federal income tax purposes in the gross incomes of the Owners thereof, and will comply with the requirements of the Code throughout the term of the Bonds in order to preserve their status as Tax-Exempt Obligations. The Authority recognizes that investment of the proceeds of the Bonds will be at the written direction of the Borrower and that the use of the proceeds of the Bonds and the facilities financed therefrom will be within the control of the Borrower, but agrees that it will commit no act that would, to its knowledge (based upon advice of Bond Counsel), cause the Bonds to be "**arbitrage bonds**" within the meaning of the Code or which otherwise causes the interest on the Bonds to be or become includable for federal income tax purposes in the gross incomes of the Owners thereof. The Trustee covenants that, while recognizing that investment of proceeds of the Bonds will be at the written direction of the Borrower, should the Authority or the Borrower file with the Trustee, or should the Trustee receive an Opinion of Bond Counsel, to the effect that any proposed investment or other use of proceeds of the would cause the Bonds to become "arbitrage bonds," then the Trustee will comply with any instructions of the Authority, the Borrower or Bond Counsel regarding such investment or use.

The Trustee agrees, upon receipt of any Opinion of Bond Counsel which sets forth in reasonable and clear detail such requirements, to comply with any statute, regulation or ruling that may apply to it as Trustee hereunder and relating to reporting requirements or other requirements necessary to preserve the exclusion from federal gross income of the interest on the Bonds.

The foregoing covenants of this Section 607 shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article X of this Indenture or any other provision of this Indenture, until the final maturity date of all Bonds Outstanding and payment thereof.

Section 608. Certain Information and Opinions to be Provided to the Authority. Each Opinion of Bond Counsel required to be addressed and delivered to the Trustee under any provision of this Indenture shall also be addressed and delivered to the Authority.

ARTICLE VII DEFAULT AND REMEDIES

Section 701. Events of Default. The term "**Event of Default**," wherever used in this Indenture, means any one of the following events (whatever the reason for such event and

whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on any Bond when such interest becomes due and payable; or

(b) default in the payment of the principal of (or premium, if any, on) any Bond when the same becomes due and payable (whether at maturity, upon redemption, by acceleration or otherwise); or

(c) default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Indenture or any agreement supplemental hereto (other than a default which constitutes an Event of Default under Section 701(d) below), and such default shall continue for 60 calendar days or such further time as may be granted in writing by the Trustee after receipt by the Authority of a written notice from the Trustee specifying such default and requiring the same to be remedied; *provided, however*, that if such performance requires work to be done, action 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 60-day period or other period, no Event of Default shall be deemed to have occurred or to exist if, and so long as, the Authority shall commence such performance within such period and shall diligently and continuously prosecute the same to completion; or

(d) any Event of Default under the Loan Agreement shall occur and is continuing and has not been waived; or

(e) any event of default under any evidence of Indebtedness (i) shall occur, (ii) is continuing and has not been waived and (iii) any creditor with respect to such Indebtedness, who has such right, shall declare the principal of all such Indebtedness then Outstanding, and the interest accrued thereon, to be immediately due and payable and such declaration (and its consequences) has not been rescinded and annulled.

With regard to any alleged default concerning which notice is given to the Borrower under the provisions of this Section, the Authority hereby grants the Borrower full authority for the account of the Authority to perform any covenant or obligation, the nonperformance of which is alleged in said notice to constitute a default, in the name and stead of the Authority, with full power to do any and all things and acts to the same extent that the Authority could do and perform any such things and acts in order to remedy such default.

Section 702. Acceleration of Maturity; Rescission and Annulment. If an Event of Default occurs and is continuing, the Trustee may, and if requested by the Owners of not less than 25% in principal amount of the Bonds Outstanding shall, by written notice to the Authority and the Borrower, declare the principal of all Bonds Outstanding and the interest accrued

thereon to be immediately due and payable, and upon any such declaration such principal and interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on any Bonds has been obtained by the Trustee as provided in this Article, the Owners of a majority in principal amount of the Bonds Outstanding may, by written notice to the Authority, the Borrower and the Trustee, rescind and annul such declaration and its consequences if:

- (a) there is deposited with the Trustee a sum sufficient to pay:
 - (1) all overdue installments of interest on all Bonds,
 - (2) the principal of (and premium, if any, on) any Bonds which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Bonds,
 - (3) interest upon overdue installments of interest at the rate or rates prescribed therefor in the Bonds, and
 - (4) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and
- (b) all Events of Default hereunder or under the Loan Agreement (other than the non-payment of the principal of Bonds which have become due solely by such declaration of acceleration) have been cured or have been duly waived as provided in Section 710 of this Indenture.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 703. Exercise of Remedies by the Trustee. Subject to the provisions of Section 4.06 of the Loan Agreement, upon the occurrence and continuance of any Event of Default under this Indenture, unless the same is waived as provided in this Indenture, the Trustee shall have the following rights and remedies, in addition to any other rights and remedies provided under this Indenture or by law:

- (a) *Right to Bring Suit, Etc.* The Trustee may pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment of the principal of, premium, if any, and interest on the Bonds Outstanding, including interest on overdue principal (and premium, if any) and on overdue installments of interest, and any other sums due under this Indenture, to realize on or to foreclose any of its interests or Liens under this Indenture or any other Transaction Document, to enforce and compel the performance of the duties and obligations of the Authority as set forth in this Indenture and

to enforce or preserve any other rights or interests of the Trustee under this Indenture with respect to any of the Security or otherwise existing at law or in equity.

(b) *Exercise of Remedies at Direction of Bondowners.* If requested in writing to do so by the Owners of not less than 25% in principal amount of Bonds Outstanding and if indemnified as provided in Section 801, the Trustee shall be obligated to exercise one or more of the rights and remedies conferred by this Article as the Trustee shall deem most expedient in the interests of the Owners.

(c) *Enforcement Without Possession of Bonds.* All rights of action under this Indenture or any of the Bonds may be enforced and prosecuted by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust.

(d) *Restoration of Positions.* If the Trustee or any Owner has instituted any proceeding to enforce any right or remedy under this Indenture by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or to such Owner, then and in every case the Authority, the Borrower, the Trustee and the Owners shall, subject to any determination in such proceeding, be restored to their former positions and rights under this Indenture, and thereafter all rights and remedies of the Trustee and the Owners shall continue as though no such proceeding had been instituted.

Section 704. *Trustee May File Proofs of Claim.* In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Authority or any other obligor upon the Bonds or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable, as therein expressed or by declaration or otherwise, and irrespective of whether the Trustee shall have made any demand on the Authority for the payment of overdue principal, premium or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(a) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of the Outstanding Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Owners allowed in such judicial proceeding, and

(b) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same.

Section 705. *Limitation on Suits by Bondowners.* No Owner of any Bond shall have any right to institute any proceeding, judicial or otherwise, under or with respect to this

Indenture, or for the appointment of a receiver or trustee or for any other remedy under this Indenture, unless

(a) such Owner has previously given written notice to the Trustee of a continuing Event of Default;

(b) the Owners of not less than 25% in principal amount of the Bonds Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee under this Indenture;

(c) such Owner or Owners have offered to the Trustee indemnity as provided in Article VIII against the costs, expenses and liabilities to be incurred in compliance with such request;

(d) the Trustee for 60 calendar days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and

(e) no direction inconsistent with such written request has been given to the Trustee during such 60-day period by the Owners of a majority in principal amount of the Outstanding Bonds;

it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the Lien of this Indenture or the rights of any other Owners of Bonds, or to obtain or to seek to obtain priority or preference over any other Owners or to enforce any right under this Indenture, except in the manner herein provided and for the equal benefit of all Owners of the outstanding Bonds, and all moneys recovered as a result of any such enforcement action by the Owners shall be paid over to the Trustee and applied in accordance with the provisions of Section 707 hereof.

Section 706. Control of Proceedings by Bondowners. Subject to the provisions of Section 705 hereof, the Owners of a majority in principal amount of the Bonds Outstanding shall have the right, during the continuance of an Event of Default,

(a) to require the Trustee to proceed to enforce this Indenture, either by judicial proceedings for the enforcement of the payment of the Bonds and the foreclosure of the Trustee's security interest in the Security, or otherwise; and

(b) to direct 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 this Indenture, provided that

(1) such direction shall not be in conflict with any rule of law or this Indenture,

(2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and

(3) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Owners not taking part in such direction.

Section 707. Application of Moneys Collected. Amounts received by the Trustee with respect to the Bonds shall be applied in the following order, at the date or dates fixed by the Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Bonds and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

(a) **First:** To equal and ratable payment of all amounts due the Trustee and all fees and expenses incurred by the Authority in connection with the collection of such moneys, including but not limited to Attorneys' Fees;

(b) **Second:** To the payment of any Rebate Amounts required to be paid to the United States of America;

(c) **Third:** To the payment of the whole amount then due and unpaid upon the Outstanding Bonds for principal (and premium, if any) and interest, in respect of which or for the benefit of which such money has been collected, with interest (to the extent that such interest has been collected by the Trustee or a sum sufficient therefor has been so collected and payment thereof is legally enforceable at the respective rate or rates prescribed therefor in the Bonds) on overdue principal (and premium, if any) and on overdue installments of interest; and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon such Bonds, then to the payment of such principal and interest, without any preference or priority, ratably according to the aggregate amount so due;

(d) **Fourth:** To the payment of any other amounts owing by the Borrower to the Authority hereunder or under the Loan Agreement, including but not limited to any amounts owing to Bond Counsel or a financial advisor.

(e) **Fifth:** To the payment of the remainder, if any, to the Borrower or to whomever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by it at such times, and from time to time, as the Trustee shall determine, having due regard for the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such moneys, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date

shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the Owner of any unpaid Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

The Trustee under this Indenture shall be entitled to rely upon any order or decree of a court of competent jurisdiction in which such dissolution, winding-up, liquidation, reorganization or arrangement proceedings are pending, and upon a certificate of the receiver, trustee in bankruptcy, liquidating trustee, agent or other person making any such payment or distribution, delivered to the Trustee for the purpose of ascertaining the persons entitled to participate in such distribution, the amount thereof or payable thereon, the amount or amounts paid or distributed thereon and all other facts pertinent thereto or to the provisions of Section 4.06 of the Loan Agreement. The Trustee under this Indenture and any paying agent therefor shall not be charged with knowledge of the existence of any facts which would prohibit the making of any payment of moneys to or by the Trustee or such paying agent, unless and until the Trustee or such paying agent, as the case may be, shall have received written notice thereof from the Borrower.

Section 708. Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee or to the Owners is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 709. Delay or Omission Not Waiver. No delay or omission of the Trustee or of any Owner of any Bond to exercise any right or remedy accruing upon an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein. Every right and remedy given by this Article or by law to the Trustee or to the Owners may be exercised from time to time, and as often as may be deemed expedient, by the Trustee or by the Owners, as the case may be.

Section 710. Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Trustee as provided in this Article, the Owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee and the Authority, on behalf of the Owners of all the Bonds waive any Event of Default hereunder and its consequences, except an Event of Default

(a) arising under Section 701(a) or (b) hereof, which may only be waived by the Owners of 100% in principal amount of the Bonds in respect of which such Event of Default exists;

(b) in respect of a covenant or provision hereof which under Article IX cannot be modified or amended without the consent of the Owner of each Outstanding Bond affected; and

(c) an Event of Default arising hereunder as a result of the occurrence of an Event of Default under Section 7.01(h) of the Loan Agreement, which may only be waived by the Authority (or the Trustee as to the Trustee's fees and expenses) as provided in the Loan Agreement.

Upon any such waiver, such Event of Default shall cease to exist and shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to or affect any subsequent or other Event of Default or impair any right or remedy consequent thereon.

Section 711. Advances by Trustee. If the Borrower shall fail to make any payment or perform any of its covenants in the Loan Agreement, the Trustee may, at any time and from time to time, use and apply any moneys held by it under this Indenture, other than the Rebate Fund and any cash or investment securities held by the Trustee for defeasance of the Bonds pursuant to Section 1001 hereof or for payment of Bonds previously redeemed, or make advances, to effect payment or performance of any such covenant on behalf of the Borrower. All moneys so used or advanced by the Trustee, together with interest at the Trustee's or its affiliates announced prime rate per annum, shall be repaid by the Borrower upon demand and such advances shall be secured under the Indenture prior to the Bonds. For the repayment of all such advances the Trustee shall have the right to use and apply any moneys at any time held by it under this Indenture, other than the Rebate Fund and any cash or investment securities held by the Trustee for defeasance of the Bonds pursuant to Section 1001 hereof or for payment of Bonds previously redeemed, but no such use of moneys or advance shall relieve the Borrower from any default hereunder.

ARTICLE VIII THE TRUSTEE AND PAYING AGENTS

Section 801. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform such trusts, but only upon and subject to the following express terms and conditions:

(a) Subject to clause (h) below, the Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, shall undertake to perform such duties and only such duties as are specifically set forth in this Indenture. In case an Event of Default has occurred (which has not been cured or waived), the Trustee shall exercise such rights and powers vested in it by this Indenture and use the same degree of care and skill in such exercise, as a prudent Person would exercise or use under similar circumstances in the conduct of his or her own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties hereunder on behalf of the Authority by or through attorneys, agents, receivers or employees, but shall be answerable for the conduct of the same in accordance with the standard specified in clauses (a) above and (g) below, and shall be entitled to advice of its counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys (who may be the attorney or attorneys for the Authority) approved by the Trustee in the exercise of reasonable care under the circumstances. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein, or in the Bonds, or for the validity of the execution by the Authority of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or secured hereby.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become an owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper document or electronic transmission believed to be genuine and correct and to have been signed or sent by the proper person or persons, if signed or sent, in the case of the Authority, by the Chair, Vice Chair or by any other officer of the Authority and in the case of the Borrower, by the Borrower Representative. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(f) In case at any time it shall be necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking action or doing or not doing anything as such Trustee or as to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceedings, the Trustee shall be entitled to rely conclusively upon a certificate signed by an authorized officer of the Authority or the Borrower Representative, as sufficient evidence of the facts therein contained, and prior to the occurrence of a Default of which the Trustee has been notified as provided in clause (h) below, or of which by such Section it is deemed to have notice shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may, at its discretion, secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may

accept a certificate of the Chair or Secretary of the Authority to the effect that a resolution in the form therein set forth has been adopted by the Authority, as conclusive evidence that such resolution has been duly adopted, and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

(h) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the Borrower to cause to be made any of the payments to the Trustee required to be made by Article IV hereof, unless the Trustee shall be specifically notified in writing of such Event of Default by the Borrower or by the holders of at least 5% of the Bonds and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered to the Trustee to the address listed in Section 1101, and, in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(i) At any and all reasonable times, the Trustee and its duly authorized agents, attorneys, experts, accountants and representatives, shall have the right fully to inspect any and all of the property herein conveyed, including all books, papers and records of the Authority or the Borrower pertaining to the Security and the Bonds, and to take such memoranda from and in regard thereto as may be reasonably desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of such trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, in respect of the authentication of any Bonds, the withdrawal of any cash, or the taking of any action whatsoever within the purview of this Indenture, the Trustee shall have the right, but shall not be required, to demand the delivery of any showings, certificates, opinions or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Trustee to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) The Trustee shall not be required to expend or risk its own funds in the normal course of performing its duties hereunder (the normal course of performing its duties shall not include any advance of funds to hire a Rebate Analyst pursuant to Section 4.04(a) hereof) and the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct by reason of any action so taken.

(m) All money received by the Trustee or any Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which it was received, but need not be segregated from other funds except to the extent required by law.

(n) Any action required to be taken by the Trustee under this Indenture on a day that is not a Business Day shall be taken on the next succeeding Business Day.

(o) The duties and obligations of the Trustee shall be determined solely by the express provisions hereof.

(p) The Trustee, shall have no duty or responsibility to independently verify any of the calculations required by the Rebate Analyst hereunder and shall be fully protected in relying solely upon the written instructions of the Rebate Analyst in this regard. Under no circumstances whatsoever shall the Trustee be liable to the Authority, any Bondholder or any other person for any loss of tax exempt status of the Bonds, or any claims, demands, damages, liabilities, losses, costs or expenses resulting therefrom or in any way connected therewith, so long as the Trustee acts only in accordance with the written instructions received by the Trustee pursuant to this Indenture or written instructions from Bond Counsel.

Section 802. Fees, Charges and Expenses of the Trustee and Paying Agents. The Trustee and any Paying Agent shall be entitled to payment and reimbursement for fees and expenses solely from money available therefor as specified in Section 4.03 of the Loan Agreement. Upon an Event of Default described in Section 701(a) or (b) hereof, and only upon such an Event of Default, the Trustee and each Paying Agent shall have a prior Lien on the Security with right of payment prior to payment on account of principal of and interest on any Bond for the foregoing fees, charges and expenses incurred by it, respectively.

Section 803. Notice to Bondholders if Default Occurs. If an Event of Default occurs of which the Trustee is by Section 801(h) hereof required to take notice, or if notice of Event of Default be given as provided in Section 801(h) hereof, then the Trustee shall promptly give written notice thereof by first class mail to the last known holders of all Bonds then Outstanding.

Section 804. Intervention by Trustee. In any judicial proceeding concerning the issuance or the payment of the Bonds to which the Authority is party, the Trustee may intervene on behalf of the Bondholders and shall do so, subject to the provisions of Section 801(l) hereof if requested in writing by the holders of at least 25% of the Bonds.

Section 805. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, or any successor Trustee appointed in accordance with this Indenture, *ipso facto* shall be and become successor Trustee hereunder and vested with all of the

title to all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 806. Resignation by Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving 30 calendar days written notice by registered or certified mail to the Authority and the Borrower and by first class mail (postage prepaid) to the Owners of each Bond, and such resignation shall take effect upon the appointment of a successor Trustee by the Authority. If no successor Trustee has been appointed by the Owners of Bonds or the Authority, at the direction of the Borrower, (as provided in Section 808 herein) by the expiration of such 30-day period, the Trustee may, in its discretion, appoint a successor Trustee meeting the qualifications set forth in Section 808 herein, until a successor or temporary Trustee has been appointed pursuant thereto. The Trustee shall not be relieved of its duties hereunder until a successor has accepted such duties. The Trustee shall have the right to petition a court of competent jurisdiction for the appointment of a permanent successor trustee if none has been appointed within such 30-day period. The successor Trustee shall notify the Rating Service of its appointment as successor trustee for the Bonds.

Section 807. Removal of Trustee. The Trustee may be removed at any time by the Authority by giving 30 days notice, at the direction of the Borrower, by an instrument in writing delivered to the Trustee and to the Bondholders; *provided, however*, that the Borrower shall not direct any such removal if there exists an Event of Default of the Borrower under the Loan Agreement. The Trustee shall not be relieved of its duties hereunder until a successor Trustee has accepted such duties.

Section 808. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, become insolvent or bankrupt, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, and the Authority shall not appoint a successor Trustee within 30 calendar days after such event, a successor, may be appointed by the Owners of a majority of the Bonds, by an instrument or concurrent instruments in writing signed by such Owners, or by their attorneys in fact, duly authorized and a copy of which shall be delivered personally or sent by registered mail to the Authority and the Borrower. Nevertheless, in case of such vacancy, the Authority, at the direction of the Borrower, shall appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Owners in the manner above provided; and any such temporary Trustee so appointed by the Authority shall immediately and without further act be superseded by the Trustee so appointed by such Owners. Notice of the appointment of a successor Trustee shall be given in the same manner as provided in Section 806 hereof with respect to the resignation of the Trustee. Written notice of such appointment shall also be given to the Rating Service. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or

bank in good standing and subject to examination by a federal or State authority, having approximately \$50,000,000 in capital and undivided profits surplus.

Section 809. Concerning any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Authority (with a copy to the Borrower) an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessors; but such predecessors shall, nevertheless, on the written request of the Authority, at the direction of the Borrower, or of their successors, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and money held by it as the Trustee hereunder to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority, at the direction of the Borrower. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be filed or recorded by the successor Trustee in each recording office where this Indenture or notice hereof shall have been filed or recorded.

Section 810. Designation and Succession of Paying Agent.

(a) The Trustee is hereby appointed as Paying Agent. Any bank or trust company with which or into which any Paying Agent may be merged or consolidated, or to which the paying agent business of such Paying Agent, as a whole or substantially as a whole, may be sold, shall be deemed the successor of such Paying Agent for the purposes of this Indenture. If the position of Paying Agent shall become vacant for any reason, the Authority shall, within 30 calendar days thereafter, appoint a bank or trust company, or other entity located in the same city as such Paying Agent to fill such vacancy. Other Paying Agents or fiscal agents may be appointed pursuant to Article VIII hereof by the Authority if in its discretion additional Paying Agents or fiscal agents are deemed advisable.

(b) The Paying Agent shall enjoy the same protection provisions in the performance of its duties hereunder as are specified in Section 801 hereof with respect to the Trustee insofar as such provisions may be applicable.

(c) Notice of the appointment of additional Paying Agents or fiscal agents shall be given in the same manner as provided by Section 808 hereof with respect to the appointment of a successor Trustee.

Section 811. Appointment of Co-Trustee.

(a) It is the purpose of this Indenture that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as the Trustee in such jurisdiction. It is recognized that, in case of litigation under this Indenture, in particular, in case of the enforcement thereof upon an Event of Default, or in case the Trustee deems that by reason of any present or future law of any jurisdiction, it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold title to the properties, in trust, as herein granted, or take any other action which may be desirable or necessary in connection therewith, it may be necessary that the Trustee appoint an additional institution as a separate or Co-Trustee; provided, that any Co-Trustee must have capital, surplus and undivided profits of at least \$50,000,000. The following provisions of this Section 811 are adopted to these ends:

(i) In the event that the Trustee appoints an additional institution as a separate or Co-Trustee, each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and Lien expressed or intended by this Indenture to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or Co-Trustee but only to the extent necessary to enable such separate or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or Co-Trustee shall run to and be enforceable by either of them. The responsibilities of the Co-Trustee under this Indenture shall be limited to exercising remedies as provided herein, and providing such assistance to the Trustee as may be necessary to carry out the duties of the Trustee and Co-Trustee hereunder.

(ii) Should any instrument in writing from the Authority be required by a separate or Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to him or it such properties, rights, powers, trusts, duties and obligations, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Authority, at the direction of the Borrower. In case any separate or Co-Trustee, or a successor to either, shall cease to exist, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or Co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate or Co-Trustee.

Section 812. Trustee Not Liable for Failure of Others to Act. The Trustee shall not be liable or responsible because of the failure of the Authority, or any of its agents, or any other party to make any collections or deposits or to perform any act herein required of the Authority or such other parties hereunder or because of the loss of any moneys arising through the insolvency or the act or default or omission of any other depository in which such moneys shall

have been deposited in accordance with this Indenture. The Trustee shall not be responsible for the application of any of the proceeds of the Bonds or any other moneys deposited with it and paid out, withdrawn or transferred hereunder if such application, payment, withdrawal or transfer shall be made in accordance with the provisions of this Indenture. The immunities and exemptions from liability of the Trustee hereunder shall extend to its directors, officers, employees and agents.

None of the provisions of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that (a) the Trustee shall not be liable for any error of judgment reasonably consistent with the prudent man standard set forth in Section 801(a) hereof made in good faith by any one of its officers, unless it shall be established that the Trustee was negligent in ascertaining the pertinent facts on which such judgment is based; and (b) the Trustee shall 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 Owners of not less than a majority of the Bonds pursuant to Section 706 hereof, relating to the time, method and place of conducting any proceedings to be taken by the Trustee in connection with the enforcement of the terms and conditions of this Indenture or for the appointment of a receiver hereunder

ARTICLE IX SUPPLEMENTAL INDENTURES

Section 901. Supplemental Indentures and Amendments to Loan Agreement without Consent of Bondowners. Without the consent of the Owners of any Bonds, the Authority and the Trustee (in the case of a Supplemental Indenture) or the Authority, the Trustee (as assignee of the Authority's rights under the Loan Agreement) and the Borrower (in the case of an amendment to the Loan Agreement) may from time to time enter into one or more Supplemental Indentures or amendments to the Loan Agreement for any of the following purposes:

(a) to more precisely identify the 2024 Project financed from the proceeds of the Bonds, or to substitute or add additional property thereto in accordance with Section 3.04 of the Loan Agreement, or to correct or amplify the description of the 2024 Project or any property at any time subject to the Lien of this Indenture, or better to assure, convey and confirm unto the Trustee any property subject or required to be subjected to the Lien of this Indenture, or to subject to the Lien of this Indenture additional property; or

(b) to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of the issue, authentication and delivery of Bonds, as herein set forth, additional conditions, limitations and restrictions thereafter to be observed, or to add to the conditions, limitations and restrictions on the authorized amount, terms or purposes of the Loan, as set forth in the Loan Agreement, additional conditions, limitations and restrictions thereafter to be observed; or

(c) to evidence the appointment of a separate trustee or the succession of a new Trustee under this Indenture, or (subject to compliance with the conditions set forth in Section 6.10 of the Loan Agreement) to evidence the succession of another corporation to the Participation Institution and the assumption by any such successor of the covenants of the Participation Institution herein contained; or

(d) to add to the covenants of the Borrower under the Loan Agreement or to the rights, powers and remedies of the Trustee for the benefit of the Owners of all Bonds or to surrender any right or power herein conferred upon the Authority or conferred upon the Borrower under the Loan Agreement; or

(e) to cure any ambiguity, to correct or supplement any provision in this Indenture or in the Loan Agreement which may be inconsistent with any other provision herein or in the Loan Agreement, or to make any other change, with respect to matters or questions arising under this Indenture or the Loan Agreement which shall not be inconsistent with the provisions of this Indenture and the Loan Agreement; provided such action shall not materially adversely affect the interests of the Owners of the Bonds; or

(f) to modify, eliminate or add to the provisions of this Indenture to such extent as shall be necessary to effect the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or under any similar federal statute hereafter enacted, or to permit the qualification of the Bonds for sale under the securities laws of the United States or any state of the United States;

provided, that:

(i) no such amendment or modification of, or supplement to, this Indenture that affects any rights or obligations of the Borrower shall be effective without the prior written consent of the Borrower;

(ii) no such amendment or modification of, or supplement to, this Indenture or the Loan Agreement that affects any rights or obligations of the Trustee shall be effective without the prior written consent of the Trustee; and

Any Rating Service must receive notice of each amendment and a copy thereof at least 15 calendar days in advance of its execution by the Trustee.

Section 902. Supplemental Indentures and Amendments to Loan Agreement with Consent of Bondowners. With the consent of the Owners of not less than a majority in principal amount of the Bonds then Outstanding affected thereby, the Authority and the Trustee may enter into one or more Supplemental Indentures or the Authority, the Trustee (as assignee of the Authority's rights under the Loan Agreement) and the Borrower may amend the Loan Agreement for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or the Loan Agreement or of modifying in any manner the rights of the Owners of the Bonds under this Indenture; *provided, however, that*

without the consent of the Owner of each Outstanding Bond affected thereby, no such Supplemental Indenture or amendment of the Loan Agreement shall:

(a) change the stated maturity of the principal of, or any installment of interest on, any Bond, or reduce the principal amount thereof or the interest thereon or any premium payable upon the redemption thereof, or change any place of payment where, or the coin or currency in which, any Bond, or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(b) reduce the percentage in principal amount of the Outstanding Bonds, the consent of whose Owners is required for any such Supplemental Indenture or amendment to the Loan Agreement, or the consent of whose Owners is required for any waiver provided for in this Indenture of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences; or

(c) modify the obligation of the Authority to make payment on or provide funds for the payment of any Bond; or

(d) modify or alter the provisions of the proviso to the definition of the term "Outstanding"; or

(e) modify any of the provisions of this Section 902 or Section 710, except to increase any percentage of Owners of Bonds provided thereby or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Owner of each Bond affected thereby; or

(f) permit the creation of any Lien ranking prior to or on a parity with the Lien of this Indenture with respect to any of the Security or terminate the Lien of this Indenture on any property at any time subject hereto or deprive the Owner of any Bond of the security afforded by the Lien of this Indenture;

provided, that:

(i) no such amendment or modification of, or supplement to, this Indenture that affects any rights or obligations of the Borrower shall be effective without the prior written consent of the Borrower; and

(ii) no such amendment or modification of, or supplement to, this Indenture or the Loan Agreement that affects any rights or obligations of the Trustee shall be effective without the prior written consent of the Trustee.

Any Rating Service must receive notice of each amendment and a copy thereof at least 15 calendar days in advance of execution by the Trustee.

It shall not be necessary for the required percentage of Owners of Bonds under this Section 902 to approve the particular form of any proposed Supplemental Indenture or amendment to the Loan Agreement, but it shall be sufficient if the Owners of Bonds approve the substance thereof.

Section 903. Execution of Supplemental Indentures or Amendment to Loan Agreement. In executing, or accepting the additional trusts created by, any Supplemental Indenture or amendment to the Loan Agreement permitted by this Article IX or the modification thereby of the trusts created by this Indenture, the Trustee and the Authority shall receive, and, subject to Section 801, shall be fully protected in relying upon, an Opinion of Bond Counsel addressed and delivered to the Trustee and the Authority stating that the execution of such Supplemental Indenture or amendment to the Loan Agreement is authorized or permitted by the Act and this Indenture, and that the execution and delivery thereof will not adversely affect the exclusion from federal gross income of interest on the Bonds. The Trustee may, but shall not, except to the extent required in the case of any Supplemental Indenture entered into under Section 901(f), be obligated to, enter into any such Supplemental Indenture which affects the Trustee's own rights, duties or immunities under this Indenture or otherwise.

Section 904. Effect of Supplemental Indentures or Amendment to Loan Agreement. Upon the execution by the Trustee of any Supplemental Indenture or amendment to the Loan Agreement under this Article, this Indenture shall be modified in accordance therewith and such Supplemental Indenture shall form a part of this Indenture for all purposes; and every Owner of Bonds theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

Section 905. Reference in Bonds to Supplemental Indentures. Bonds authenticated and delivered after the execution by the Trustee of any Supplemental Indenture pursuant to this Article may, and if required by the Trustee shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Indenture. If the Authority shall so determine, new Bonds so modified as to conform, in the opinion of the Trustee and the Authority, to any such Supplemental Indenture may be prepared and executed by the Authority and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

Section 906. Manner of Obtaining Owners' Consent to Amendments; Failure to Object Deemed Consent. If at any time the Authority and the Borrower shall request the consent of the Trustee to any such proposed amendment of the Loan Agreement or this Indenture, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of such proposed amendment to be given by first-class mail to the Owners of the Outstanding Bonds affected thereby at the addresses shown on the registration books maintained by the Trustee. Such notice shall briefly set forth the nature of such proposed amendment, shall state that copies of the instrument embodying the same are on file at the designated office of the Trustee for inspection by all Owners of the Outstanding Bonds and shall expressly state that the failure of the requisite number of Owners of the Outstanding Bonds to protest or object in writing as provided below shall constitute consent.

If within 60 calendar days following the giving of such notice or such longer period as shall be prescribed by the Trustee (but in no event longer than 120 calendar days), the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds affected by such amendment shall have consented to and approved, or been deemed to have consented to and approved, the execution thereof as herein provided, no Owner of any Bond shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee, the Borrower or the Authority from executing the same or from taking any action pursuant to the provisions thereof. The Owners of not less than a majority of the aggregate principal amount of the Outstanding Bonds affected by any such amendment shall be deemed to have consented to and approved the adoption of such amendments if the Trustee does not receive letters of protest or objection thereto signed by or on behalf of the Owners of not less than a majority of the aggregate principal amount of the Outstanding Bonds affected by such amendment on or before 3:30 p.m. New York time at the designated corporate trust office of the Trustee on the 60th day after the giving of the foregoing notice.

ARTICLE X SATISFACTION AND DISCHARGE

Section 1001. Payment, Discharge and Defeasance of Bonds. All or any portion of any series of Bonds will be deemed to be paid and discharged and no longer Outstanding under this Indenture and will cease to be entitled to any Lien, benefit or security of this Indenture if the Authority shall pay or provide for the payment of such Bonds in any one or more of the following ways:

- (a) by paying or causing to be paid the principal of (including redemption premium, if any) and interest on such Bonds, as and when the same become due and payable;
- (b) by delivering such Bonds to the Trustee for cancellation; or
- (c) by depositing in trust with the Trustee or other Paying Agent moneys and Defeasance Obligations in an amount, together with the income or increment to accrue thereon, without consideration of any reinvestment thereof, sufficient to pay or redeem (when redeemable) and discharge the indebtedness on such Bonds at or before their respective maturity or redemption dates (including the payment of the principal of, premium, if any, and interest payable on such Bonds to the maturity or redemption date thereof); *provided*, that if any such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption is given in accordance with the requirements of this Indenture or provision satisfactory to the Trustee is made for the giving of such notice.

The Bonds may be defeased in advance of their maturity or redemption dates only with cash or Defeasance Obligations pursuant to subsection (c) above; *provided*, that in the case of such a defeasance made in whole or in part with Defeasance Obligations (as opposed to such a defeasance accomplished entirely with cash) the Borrower shall be required to provide to the

Trustee and the Authority a verification report, addressed to the Trustee and the Authority, in form and substance satisfactory to the Trustee and prepared by independent certified public accountants, or other verification agent, satisfactory to the Trustee.

The foregoing notwithstanding, the right of the Owners of the Bonds to receive payment of the Bonds shall continue, but the Owners thereof shall thereafter be entitled to payment only out of the moneys and Defeasance Obligations deposited with the Trustee as aforesaid.

Moneys and Defeasance Obligations so deposited with the Trustee pursuant to this Section 1001 in connection with a partial defeasance of all Bonds then Outstanding shall not be a part of the Security but shall constitute a separate trust fund for the benefit of the Owners of the defeased Bonds entitled thereto.

All moneys and Defeasance Obligations deposited with the Trustee for defeasance purposes pursuant to this Section 1001 shall be applied by the Trustee to the payment (either directly or through any Paying Agent, as the Trustee may determine) to the Owners of the defeased Bonds entitled thereto, of the principal (and premium, if any) and interest.

Notwithstanding the foregoing, only cash, direct non-callable obligations of the United States of America and securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, to which direct obligation or guarantee the full faith and credit of the United States of America has been pledged, Refcorp interest strips, CATS, TIGRS, STRPS, or defeased municipal bonds rated AAA by S&P or Aaa by Moody's (or any combination of the foregoing) shall be used to effect defeasance of the Bonds. In the event anything other than cash is used to defease the Bonds, the Authority shall cause to be delivered a verification report of an independent nationally recognized certified public accountant or other verification agent. If a forward supply contract is employed in connection with the refunding, (i) such verification report shall expressly state that the adequacy of the escrow to accomplish the refunding relies solely on the initial escrowed investments and the maturing principal thereof and interest income thereon and does not assume performance under or compliance with the forward supply contract, and (ii) the applicable escrow agreement shall provide that in the event of any discrepancy or difference between the terms of the forward supply contract and the escrow agreement (or this Indenture, if no separate escrow agreement is utilized), the terms of the escrow agreement (or this Indenture, if applicable), shall be controlling.

Section 1002. Rights Retained After Discharge; Unclaimed Moneys. Notwithstanding the satisfaction and discharge of this Indenture, the Trustee shall retain such rights, powers and duties under this Indenture as may be necessary and convenient for the payment of amounts due or to become due on the Bonds and the registration, transfer and exchange of Bonds as provided herein.

Anything in this Indenture to the contrary notwithstanding, any moneys held by the Trustee in trust for the payment and discharge of any of the Bonds which remain unclaimed for

4 years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, shall be repaid by the Trustee to the State pursuant to applicable escheat laws of the State, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the State (and not to the Authority, the Trustee or the Borrower) for the payment of such Bonds; *provided, however*, that before being required to make any such payment to the State the Trustee shall, at the expense of the Borrower, cause to be mailed, postage prepaid, to each Owner of any unpaid Bonds at his address, if any, appearing upon the registry books of the Authority, a notice that said moneys remain unclaimed and that after a date named in said notice, which date shall be not less than 30 calendar days after the date of the mailing of such notice, the balance of such moneys then unclaimed will be returned to the State.

ARTICLE XI NOTICES, CONSENTS AND OTHER ACTS

Section 1101. **Notices.** *Notices and Notice Addresses.* Except as otherwise provided herein, it shall be sufficient service of any notice, request, demand, authorization, direction, consent, waiver or other paper required or permitted by this Indenture to be made, given or furnished to or filed with the following Persons, if the same shall be delivered in person or duly mailed by first class mail, postage prepaid, at the following addresses.

(i) To the Authority at:

Higher Educational Facilities Financing Authority
542 East Park Avenue
Tallahassee, Florida 32301
Attention: Timothy H. Czerniec, Secretary

(ii) To the Trustee at:

U.S. Bank Trust Company, National Association
6410 Southpoint Parkway, Suite 200
Jacksonville, Florida 32216
Attention: Global Corporate Trust

(iii) To the Borrower at:

Rollins College
1000 Holt Avenue -2715
Winter Park, Florida 32789-4499
Attention: Treasurer

(iv) To the Bondowners:

At the addresses of the Owners as shown on the bond register maintained by the Trustee under this Indenture; or, so long as the Bonds are subject to the Book-Entry, such notice shall be given to the Securities Depository for distribution to the Beneficial Owners in accordance with the applicable Book-Entry procedures.

(v) To Rating Service at:

Moody's Investor Services
7 World Trade Center at 250 Greenwich Street
Public Finance Group – 23rd Floor
New York, NY 10007
Attention: MSPG Surveillance Team

(b) *Notices by Mail to Owners; Certain Waivers of Notice Requirement.* If notice to Owners is given by mail, neither the failure to mail such notice, nor any defect in any notice so mailed, to any particular Owner shall affect the sufficiency of such notice with respect to other Owners. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the Person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by Owners shall be filed with the Trustee, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

(c) *Notice of Supplemental Indenture or Loan Agreement Amendment.* The Trustee shall, prior to the execution and delivery of any Supplemental Indenture or consenting to any amendment to the Loan Agreement, cause notice of the proposed execution and delivery of such Supplemental Indenture or Supplemental Loan Agreement together with a copy of the proposed Supplemental Indenture or Supplemental Loan Agreement to be given to any Rating Service at least 15 calendar days prior to the proposed date of execution and delivery of such Supplemental Indenture or Supplemental Loan Agreement. The Trustee shall also give notice to each Rating Service if:

- (i) the Trustee resigns or is removed, or a new Trustee or Co-Trustee is appointed;
- (ii) there is a call for the redemption of all Bonds;
- (iii) all of the Bonds are paid or defeased in accordance with the provisions of this Indenture;
- (iv) an Event of Default occurs or the Trustee waives any Event of Default or acceleration under this Indenture;

- (v) any amendment is made to any of the other Transaction Documents;
- (vi) the giving of notice of a mandatory purchase or a redemption of Bonds in whole or in part, or a payment of all principal, interest and premium, if any, on the Bonds; or
- (vii) appointment of a successor Paying Agent.

Section 1102. Acts of Bondowners. Any notice, request, demand, authorization, direction, consent, waiver or other action provided by this Indenture to be given or taken by Owners may be embodied in and evidenced by one or more substantially concurrent instruments of similar tenor signed by such Owners in person or by an agent duly appointed in writing. Except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee, and, where it is hereby expressly required, to the Authority or the Borrower. Proof of execution of any such instrument or of a writing appointing any such agent, or of the ownership of Bonds (other than the assignment of ownership of a Bond), shall be sufficient for any purpose of this Indenture and conclusive in favor of the Authority and the Trustee, if made in the following manner:

(a) The fact and date of the execution by any Person of any such instrument or writing may be proved by the certificate of any notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him the execution thereof, or by the affidavit of a witness of such execution. Whenever such execution is by an officer of a corporation or a member of a partnership on behalf of such corporation or partnership, such certificate or affidavit shall also constitute sufficient proof of his authority.

(b) The fact and date of execution of any such instrument or writing and the authority of any Person executing the same may also be proved in any other manner which the Trustee deems sufficient; and the Trustee may in any instance require further proof with respect to any of the matters referred to in this Section.

(c) The ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same, shall be proved by the bond register maintained by the Trustee.

In determining whether the Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver hereunder, pledged Bonds, other bonds of the Borrower or Bonds owned by the Authority or the Borrower or any affiliate of the Authority or the Borrower shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Trustee knows to be so owned shall be so disregarded.

Any notice, request, demand, authorization, direction, consent, waiver or other action by the Owner of any Bond shall bind every future Owner of the same Bond and the Owner of every Bond issued upon the transfer thereof or in exchange therefor or in lieu thereof, in respect of anything done or suffered to be done by the Trustee or the Authority in reliance thereon, whether or not notation of such action is made upon such Bond.

Section 1103. Form and Contents of Documents Delivered to Trustee. Whenever several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to the other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Authority may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Authority stating that the information with respect to such factual matters is in the possession of the Authority, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Whenever any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, they may, but need not, be consolidated and form one instrument.

Wherever in this Indenture, in connection with any application or certificate or report to the Trustee, it is provided that the Authority shall deliver any document as a condition of the granting of such application, or as evidence of the Authority's compliance with any term hereof, it is intended that the truth and accuracy, at the time of the granting of such application or at the effective date of such certificate or report (as the case may be), of the facts and opinions stated in such document shall in such case be conditions precedent to the right of the Authority to have such application granted or to the sufficiency of such certificate or report.

ARTICLE XII MISCELLANEOUS PROVISIONS

Section 1201. No Personal Liability; No Recourse. No member, officer, agent, employee or attorney of the Authority, including any person executing this Indenture or the Bonds, will be liable personally on the Bonds or for any reason relating to the issuance of the Bonds, this Indenture, the Loan Agreement or the transactions contemplated hereby. No recourse will be had for the payment of the principal of or the interest on the Bonds, or for any claim based on

such Bonds, or otherwise in respect of such Bonds, or based on or in respect of this Indenture or any indenture supplemental to this Indenture, against any member, officer, employee or agent or attorneys, as such, of the Authority or any successor, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance of this Indenture and as part of the consideration for the issuance of the Bonds, expressly waived and released.

Section 1202. *General Provisions Relating to Authority and Trustee* *Payment of Bonds and Performance of Covenants.* The Authority shall, but only out of the Security specifically pledged to particular Bonds, promptly pay the principal of, premium (if any) and interest on the Bonds at the place, on the dates and in the manner provided herein and in the Bonds. The Authority shall promptly perform and observe all other covenants, undertakings and obligations set forth in this Indenture, the Bonds and in the Loan Agreement.

(b) *Enforcement of the Loan Agreement and Other Rights of the Authority.* The Trustee may enforce against the Borrower or any person any rights of the Authority or obligations of the Borrower under or arising from the Bonds, the Security, this Indenture, or the Loan Agreement, whether or not the Authority is in default hereunder or under the Bonds, but the Trustee shall not be deemed to have thereby assumed the obligations of the Authority under the Loan Agreement or this Indenture. The Authority shall fully cooperate with the Trustee in the enforcement by the Trustee of any such rights.

At the request of the Trustee and upon provision for reasonable indemnification to the Authority by the Borrower or the Owners of the Bonds, the Authority shall cooperate in any effort of the Trustee on behalf of the Authority to enforce the Loan Agreement, the Security and this Indenture.

Notwithstanding the foregoing, the Authority shall at all times retain the right to exercise and enforce the Reserved Rights on its own behalf and on behalf of the Authority's Agents.

(c) *No Personal Liability.* The Authority's Agents, including any person executing this Indenture or the Bonds, shall not be liable personally on the Bonds or subject to any personal liability for any reason relating to the issuance of the Bonds or the performance of any obligations under or with respect to the Loan Agreement or this Indenture.

Section 1203. *Benefit of Indenture.* This Indenture shall inure to the benefit of and shall be binding upon the Authority and the Trustee and their respective successors and assigns, subject, however, to the limitations contained herein. This Indenture shall inure to the benefit of the Authority's Agents and their respective successors and assigns; subject, however, to the limitations contained herein. With the exception of rights expressly conferred in this Indenture,

nothing in this Indenture or in the Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns hereunder and the Owners of Outstanding Bonds, any benefit or any legal or equitable right, remedy or claim under this Indenture.

Section 1204. Severability. If any provision in this Indenture or in the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 1205. Execution in Counterparts. This Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 1206. Governing Law; Venue. This Indenture shall be construed under the laws of the State of Florida. The parties hereby agree that the courts of the State of Florida in Orange County, Florida, shall have exclusive jurisdiction over any claim, action, suit or proceeding (collectively, a "**Claim**") brought by or against the Authority under this Indenture or the Loan Agreement or in any way relating to the Bonds, the Loan or the transactions contemplated hereby (except when the location of any tangible collateral constituting a part of the Security requires that the Claim be brought in a court of the State of Florida other than one located in Orange County, Florida, in which event such other court of the State of Florida shall have exclusive jurisdiction over such Claim); *provided*, that if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the Middle District of Florida. In no event shall this Section 1206 be construed as a waiver by the Authority as a state agency of the State of Florida of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States of America or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive *in personam* jurisdiction of such courts and waives any and all objections it might have thereto.

Section 1207. No Limitations on Actions of Authority In Exercise of its Governmental Powers. Nothing in the Loan Agreement or this Indenture is intended, nor shall it be construed, to in any way limit the actions of the Authority in the exercise of its corporate powers. It is the express intention of the parties hereto that the Authority shall retain the full right and ability to exercise its corporate powers with respect to the Borrower, the 2024 Project, the Trustee, the Owners and the transactions contemplated by the Loan Agreement and this Indenture to the same extent as if it were not a party to the Loan Agreement, this Indenture or the transactions contemplated thereby, and in no event shall the Authority have any liability in contract arising under the Loan Agreement or this Indenture by virtue of any exercise of its governmental powers.

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IN WITNESS WHEREOF, the Authority and the Trustee have caused this Indenture to be duly executed by their duly authorized officers, all as of the day and year first above written.

**HIGHER EDUCATIONAL FACILITIES
FINANCING AUTHORITY**

[SEAL]

By: _____
Name: Joseph C. Berardinelli
Title: Chair

Attest:

By: _____
Name: Timothy H. Czerniec
Title: Secretary/Treasurer

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION, as Trustee**

By: _____
Assistant Vice President

APPENDIX I TO THE TRUST INDENTURE

DEFINITIONS

"2027 Term Bonds" shall have the meaning assigned thereto in Section 301(b) of the Indenture.

"2036 Term Bonds" shall have the meaning assigned thereto in Section 301(b) of the Indenture.

"2038 Term Bonds" shall have the meaning assigned thereto in Section 301(b) of the Indenture.

"2040 Term Bonds" shall have the meaning assigned thereto in Section 301(b) of the Indenture.

"2042 Term Bonds" shall have the meaning assigned thereto in Section 301(b) of the Indenture.

"2049 Term Bonds" shall have the meaning assigned thereto in Section 301(b) of the Indenture.

"4.125% 2054 Term Bonds" shall have the meaning assigned thereto in Section 301(b) of the Indenture.

"5.250% 2054 Term Bonds" shall have the meaning assigned thereto in Section 301(b) of the Indenture.

"Affiliate" means of a particular Person means, at any time, (a) any other Person directly or indirectly Controlling, Controlled by, or under common Control with, such Person and (b) any Person beneficially owning or holding, directly or indirectly, 10% or more of any class of securities having ordinary voting power for the election of directors or other members of the governing body of a corporation or other Person, or 10% or more of any partnership or other ownership interests having ordinary voting power for the election of directors or other members of the governing body of a corporation or any other Person.

"Attorneys' Fees" means, with respect to any Person, the reasonable attorneys' fees and expenses incurred by such Person in connection with:

(1) the performance of its obligations, or the enforcement of its rights, under the Indenture, the Loan Agreement, or any other document, instrument or agreement pertaining to the Bonds or the transactions contemplated by the Indenture or the Loan Agreement;

(2) the defense or prosecution of any pending or threatened proceeding brought under or in connection with the Indenture, the Loan Agreement, or any other document, instrument or agreement pertaining to the Bonds or the transactions contemplated by the Indenture or the Loan Agreement;

(3) the negotiation or settlement of any claim or dispute arising under, or the interpretation or amendment of any provision of, or advice as to a Person's rights or obligations under, the Indenture, the Loan Agreement, or any other document, instrument or agreement pertaining to the Bonds or the transactions contemplated by the Indenture or the Loan Agreement;

in each case, whether incurred at trial, in any administrative, arbitration, mediation or bankruptcy proceeding, on appeal, or otherwise, including for all purposes any fees and expenses of:

- (a) any outside counsel, including (in the case of the Authority) Bond Counsel, and
- (b) any in-house counsel, including (in the case of the Authority) special disclosure counsel appointed to represent the Authority.

"Authority's Agents" means any appointed official, director, member, officer, employee, representative, attorney or agent of the Authority, except that for purposes of the Borrower's indemnification obligations under Section 6.09(a) of the Loan Agreement, the Authority's Agents shall not include Bond Counsel or the Trustee.

"Beneficial Owners" means, whenever used with respect to a Bond, the Person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant pursuant to the arrangements for Book-Entry System of ownership, registration and transfer applicable to the Securities Depository.

"Bond Counsel" shall mean the attorney or firm of attorneys serving as the Borrower's bond counsel with respect to the Bonds at the time in question or such other firm or attorney or attorneys acceptable to the Borrower and the Authority. As of the date of issuance and delivery of the Bonds, the bond counsel is Bryant Miller Olive P.A.

"Bonds" means the Higher Educational Facilities Financing Authority Revenue Bonds (Rollins College Project), Series 2024, issued, authenticated, and delivered pursuant to Section 203 of the Indenture.

"Bond Year" shall mean the one year period that ends at the close of business on the day in the calendar year that is selected by the Authority (with the approval of the Borrower). The first and last Bond Years may be short periods.

"Bondholder" or **"holder"** or **"Owner"** or **"Bondowner"** (when used with reference to Bonds) means the registered owner of any Bond as shown by the registration books maintained by the Trustee.

"Book-Entry System" means that system whereby the clearance and settlement of securities transactions is made through electronic book-entry changes, thereby eliminating the need for physical movement of securities.

"Borrower Representative" means the President, the Treasurer, or the Vice President for Business and Finance of the Borrower, and such other person or persons at the time designated to act on behalf of the Borrower in matters relating to the Indenture and the Loan Agreement as evidenced by a written certificate furnished to the Authority and the Trustee containing the specimen signature of such person or persons and signed on behalf of the Borrower by its President or Treasurer.

"Business Day" means a day other than (a) a Saturday, Sunday or legal holiday, or (b) a day on which banks located in any city in which the principal corporate trust office or designated payment office of the Trustee or any Paying Agent is located are required or authorized by law or regulation to remain closed.

"Closing Date" means October 31, 2024, the date of initial issuance and delivery of, and payment for, the Bonds.

"Computation Date" means "computation date" as such phrase is used in Regulations § 1.148-3(e) pursuant to Section 148(f) of the Code (or any successor thereto) for calculating the Rebate Amount with respect to any series of the Bonds.

"Computation Period" means the period elected by the Borrower in accordance with and pursuant to the Regulations promulgated pursuant to Section 148(f) of the Code (or any successor thereto) for calculating the Rebate Amount with respect to the Bonds.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement by and between the Borrower and Digital Assurance Certification, L.L.C. dated October 31, 2024.

"Control" means in relation to any Person, (a) the power to (i) cast, or control the casting of, more than one-half of the maximum number of votes that might be cast at a general meeting of such Person, (ii) appoint or remove all, or the majority, of the board of directors or other equivalent officers of such Person, or (iii) give directions with respect to the operating and financial policies of such Person which the directors or other equivalent officers of such Person are obliged to comply with, or (b) the holding of more than one-half of the issued and voting capital of such Person (excluding any part of that capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); provided, that "Controlling" and "Controlled" have corresponding meanings.

"Costs of Issuance" means issuance costs with respect to the Bonds described in Section 147(g) of the Internal Revenue Code and any regulations thereunder, including but not limited to the following:

(A) underwriters' spread (whether realized directly or derived through purchase of Bonds at a discount below the price at which they are expected to be sold to the public);

(B) counsel fees (including Bond Counsel, underwriters' counsel, disclosure counsel, Authority's counsel, Borrower's counsel, Trustee's counsel, as well as any other specialized counsel fees incurred in connection with the borrowing);

(C) rating agency fees;

(D) trustee, escrow agent and paying agent fees;

(E) accountant fees and other expenses related to issuance of the Bonds;

(F) printing costs (for the Bonds and of the Official Statement relating to the Bonds);
and

(G) the Authority's issuance fee and expenses incurred in connection with the issuance of the Bonds.

"Costs of Issuance Fund" means the fund by that name created by Section 401 of the Indenture.

"Debt Service Fund" means the fund by that name created by Section 401 of the Indenture.

"Defaulted Interest" shall have the meaning assigned thereto in Section 202 of the Indenture.

"Defeasance Obligations" means:

(A) Government Obligations which are not subject to redemption prior to maturity;
or

(B) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations (A) are not subject to redemption prior to maturity or
(B) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or noncallable Government Obligations that may be applied only to payment of principal of, premium, if any, and interest payments on such obligations;

(3) the sufficiency of such cash and noncallable Government Obligations to pay in full all principal of, interest, and premium, if any, on such obligations has been verified by the report of an independent certified public accountant (a **"Verification"**)

and no substitution of Government Obligations shall be permitted except with cash or other Government Obligations and upon delivery of a new Verification with respect thereto;

(4) such cash and Government Obligations serving as security for the obligations are held in an irrevocable escrow by an escrow agent or a trustee in trust for the owners of such obligations, and at least one year has passed since the establishment of such escrow and the issuer of such obligations is not, and has not been since the establishment of such escrow, a debtor in a proceeding commenced under the United States Bankruptcy Code;

(5) the Trustee has received an Opinion of Counsel that such cash and Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent;

(6) the Trustee has received an Opinion of Bond Counsel delivered in connection with the original issuance of such obligations to the effect that the interest on such obligations was exempt for purposes of federal income taxation, and the Trustee has received an Opinion of Bond Counsel delivered in connection with the establishment of the irrevocable escrow to the effect that the establishment of the escrow will not result in the loss of any exemption for purposes of federal income taxation to which interest on such obligations would otherwise be entitled;

(7) the Trustee has received an unqualified opinion of nationally recognized bankruptcy counsel to the effect that the payment of principal of and interest on such obligations made from such escrow would not be avoidable as preferential payments and recoverable under the United States Bankruptcy Code should the obligor or any other Person liable on such obligations become a debtor in a proceeding commenced under the United States Bankruptcy Code; and

(8) the obligations are rated in the highest rating category by a nationally recognized securities rating service.

"Electronic Means" means notice transmitted through a facsimile machine that confirms to the sender the transmission of the item transmitted.

"Event of Default" means: (1) when used with respect to the Indenture, those events of default specified in Section 701 of the Indenture; and (2) when used with respect to the Loan Agreement, those events of default specified in Section 7.01 of the Loan Agreement.

"Florida Public Records Act" means the Florida Public Records Act, Chapter 119 of the Florida Statutes.

"Fund" means any fund or account (howsoever designated) established under the Indenture.

"General Limitations" means those general limitations on Borrower action or failure to act specified in Article VI of the Loan Agreement together with the Tax Covenants, sometimes referenced as a condition to a particular Borrower action, but applicable to any action by the Borrower under the Loan Agreement.

"Government Obligations" means the following:

(1) bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America; and

(2) evidences of direct ownership of a proportionate or individual interest in future interest or principal payments on specified direct obligations of, or obligations the payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America, which obligations are held by a bank or trust company organized and existing under the laws of the United States of America or any state thereof in the capacity of custodian.

"Guaranty" or **"Guaranties"** when used in connection with a particular Person shall mean all obligations of such Person guaranteeing or in effect guaranteeing any indebtedness or other obligation of any other Person (the "primary obligor") in any manner, whether directly or indirectly, including without limitation, obligations incurred through an agreement, contingent or otherwise, by such Person:

(a) to purchase such indebtedness or obligations or any property or assets constituting security therefor;

(b) to advance or supply funds;

(i) for the purchase or payment of such indebtedness or obligation at any time after is original incurrence, or

(ii) to maintain working capital or other balance sheet condition;

(c) to lease property or to purchase securities of other property or services primarily for the purpose of assuring the owner of such indebtedness or obligation of the ability of the primary obligor to make payment of the indebtedness or obligations; or

(d) otherwise to assure the owner of indebtedness or obligation of the primary obligor against loss in respect thereof;

provided, however, that notwithstanding the foregoing, none of the following shall be deemed to constitute a Guaranty: (A) the endorsement in the ordinary course of business of negotiable instruments for deposit or collection; (B) the discount or sale with recourse of any such Person's notes receivable or accounts receivable; (C) rents with respect to operating leases; (D) the obligation to make payments on the Bonds pursuant to the provisions of the Indenture; and (E)

any obligation of such Person guaranteeing or in effect guaranteeing any obligation of the primary obligor that does not constitute an obligation for the payment of money.

"Indebtedness" shall mean all obligations appearing as liabilities on the balance sheet for the payment of moneys incurred or assumed by the Borrower, all as determined in accordance with generally accepted accounting principles consistently applied, and Guaranties, except that Indebtedness shall not include:

(a) liabilities (other than for borrowed money and other than rents payable under capital lease agreements) incurred in the regular operations of the Borrower;

(b) with respect to operating leases;

(c) any continuing obligation of the Borrower to pay principal of and interest on Indebtedness which is deemed to be discharged or defeased in accordance with the terms of the instrument or instruments creating or evidencing such Indebtedness, as the case may be; provided, however, that there shall have been delivered to the Trustee a letter from a nationally recognized firm verifying the adequacy of any escrow established in connection with the discharge or defeasance of such Indebtedness; and

(d) Interest Rate Swap Obligations.

"Indenture" means the Trust Indenture dated as of October 1, 2024, between the Authority and the Trustee, as amended and supplemented from time to time.

"Interest Payment Date" means December 1 and June 1 of each year, commencing December 1, 2024.

"Interest Rate Swap Obligations" shall mean obligations of any Person pursuant to any arrangement with any other Person whereby, directly or indirectly, such Person is entitled to receive from time-to-time periodic payments calculated by applying either a floating or a fixed rate of interest on a stated principal amount in exchange for periodic payments made by such other Person and calculated by applying a fixed or floating rate of interest on the same amount.

"Internal Revenue Code" or **"Code"** means the Internal Revenue Code of 1986, as amended, and, when appropriate, any statutory predecessor or successor thereto, and all applicable regulations (whether proposed, temporary or final) thereunder and any applicable official rulings, announcements, notices, procedures and judicial determinations relating to the foregoing.

"Lien" means, with respect to any asset or property, any mortgage, lien, pledge, charge, security interest or encumbrance of any kind, or any type of preferential arrangement that has substantially the same practical effect as a security interest, in respect of such asset or property.

"Loan" means the loan of the proceeds of the Bonds made by the Authority to the Borrower pursuant to the Loan Agreement.

"Loan Agreement" means the Loan Agreement dated as of October 1, 2024, between the Authority and the Borrower, as from time to time amended by Supplemental Loan Agreements in accordance with the provisions of the Loan Agreement.

"Loan Payments" means the payments of principal and interest on the Loan referred to in Section 4.1 of the Loan Agreement.

"Minimum Authorized Denominations" means the minimum denominations for the Bonds as specified in Section 201 of the Indenture.

"Moody's" means Moody's Investors Service, Inc., and its successors and assigns, and, if such firm shall be dissolved or liquidated or shall no longer perform the functions of a securities rating service, "Moody's" shall be deemed to refer to any other nationally recognized securities rating service designated by the Borrower, with notice to the Authority and the Trustee.

"Official Action" means the resolution of the board of the Borrower adopted on October 4, 2024 setting forth the Borrower's intent to finance the 2024 Project from the proceeds of the Bonds and to reimburse itself from proceeds of the Bonds for Project Costs relating to the 2024 Project incurred prior to the date of issuance of the Bonds.

"Officer's Certificate" means a written certificate of the Borrower signed by the Borrower Representative, which certificate shall be deemed to constitute a representation of, and shall be binding upon, the Borrower with respect to matters set forth therein.

"Official Statement" means the Official Statement dated October 17, 2024 describing the Bonds, the Borrower and its affairs, and related matters, and used in connection with the public offering of the Bonds conducted by the Underwriter.

"Opinion of Counsel" means a written opinion of any legal counsel acceptable to the Authority, Borrower and the Trustee.

"Other Agreements" has the meaning given to it in Section 6.17(d) of the Loan Agreement.

"Outstanding" means when used with respect to Bonds, as of the date of determination, all Bonds theretofore authenticated and delivered under the Indenture, except:

(1) Bonds theretofore cancelled by the Trustee or delivered to the Trustee for cancellation as provided in Section 207 of the Indenture;

(2) Bonds for whose payment or redemption money or Defeasance Obligations in the necessary amount has been deposited with the Trustee or any Paying Agent in trust for the

owners of such Bonds as provided in Section 1001 of the Indenture, provided that, if such Bonds are to be redeemed, notice of such redemption has been duly given pursuant to the Indenture or provision therefor satisfactory to the Trustee has been made;

(3) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered under the Indenture; and

(4) Bonds alleged to have been destroyed, lost or stolen which have been paid as provided in Section 206 of the Indenture.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the Trustee and any other commercial bank or trust institution organized under the laws of any state of the United States of America or any national banking association designated pursuant to the Indenture or any Supplemental Indenture as paying agent for any Bonds at which the principal of, redemption premium, if any, and interest on such Bonds shall be payable.

"Permitted Encumbrance" means, with respect to Revenues:

(a) any right reserved to any municipality or other public authority by the terms of any franchise, grant, license or provision of law affecting Revenues and any Lien on Revenues for taxes, assessments or other municipal charges so long as such charges are not due and payable or not delinquent (or, if due or delinquent, the amount or validity of such charges is being contested in good faith with due diligence and execution of any such Lien is stayed);

(b) any Lien on or other restriction on use of Revenues received by the Borrower through a gift, grant or bequest constituting a restriction imposed by the donor, grantor or testator on such gift, grant or bequest (or the income therefrom), provided that any such Lien or other restriction on use may not be extended, renewed or modified in any material way or applied to any additional Revenues of the Borrower unless it would otherwise qualify as a Permitted Encumbrance;

(c) Liens on Revenues generated by any capital project acquired, constructed or substantially rehabilitated by the Borrower which Revenues are pledged to the repayment of Indebtedness incurred in connection with such capital project; and

(d) Liens on or restrictions on use of insurance (other than business interruption) and condemnation proceeds of the Borrower and its Affiliates.

"Permitted Investments" means:

(a) Government Obligations;

(b) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are only permitted if they have been stripped by the agency itself) : (1) *U.S. Export-Import Bank* (Eximbank) -Direct obligations or fully guaranteed certificates of beneficial ownership; (2) *Farmers Home Administration* - (FmHA) Certificates of beneficial ownership; (3) *Federal Financing Bank*; (4) *Federal Housing Administration Debentures* (FHA); (5) *General Services Administration* - Participation certificates; (6) *Government National Mortgage Association* (GNMA or "Ginnie Mae") - GNMA - guaranteed mortgage-backed bonds; GNMA - guaranteed pass-through obligations (not acceptable for certain cash-flow sensitive issues); (7) *U.S. Maritime Administration* - Guaranteed Title XI financing; (8) *U.S. Department of Housing and Urban Development* (HUD) - Project Notes; Local Authority Bonds; New Communities Debentures - U.S. government guaranteed debentures; U.S. Public Housing Notes and Bonds - U.S. government guaranteed public housing notes and bonds.

(c) Bonds, debentures, notes bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the agency itself): (1) Federal Home Loan Bank System; (2) Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"); (3) Federal National Mortgage Association (FNMA or "Fannie Mae")

(d) bonds, notes or other obligations of any state of the United States or any political subdivision of any state, which at the time of their purchase are rated in either of the two highest rating categories by a nationally recognized rating service;

(e) certificates of deposit or time or demand deposits constituting direct obligations of any bank, bank holding company, savings and loan association, trust company or other financial institution, including the Trustee or any of its affiliates, except that investments may be made only in certificates of deposit or time or demand deposits which are:

(1) Insured by the Bank Insurance Fund or the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation, or any other similar United States Government deposit insurance program then in existence; or

(2) Continuously and fully secured by securities described in paragraph (a) above, which have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time or demand deposits; or

(3) Issued by a bank, bank holding company, savings and loan association, trust company or other financial institution whose outstanding unsecured long-term debt is rated at the time of issuance in either of the two highest rating categories by a nationally recognized rating service;

(f) repurchase agreements with providers whose rating or whose guarantor's ratings are at least A- by S&P and A3 by Moody's at the time the agreement is entered into, are secured by securities listed in (a), (b), (c) and (d) above, such securities have a market value of at least 104% of the principal on deposit for securities listed in (a) and 105% for all other securities, and the securities are transferred to the Borrower or an independent third party custodian holding the securities on behalf of the Borrower.

(g) investment agreements constituting an obligation of a bank, bank holding company, savings and loan association, trust company, insurance company, financial institution or other credit provider whose outstanding unsecured long-term debt is rated at the time of such agreement in either of the two highest rating categories by a nationally recognized rating service;

(h) short term discount obligations of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the Government National Mortgage Association or any Federal Home Loan Bank;

(i) money market mutual funds that are registered with the federal Securities and Exchange Commission (SEC), meeting the requirements of Rule 2a-7 under the Investment Company Act of 1940 and that are rated in either of the two highest categories by a nationally recognized rating service, including those for which the Trustee or one of its affiliates acts as investment manager and receives compensation for that service.

"Person" means any natural person, firm, association, corporation, partnership, joint stock company, a joint venture, trust, unincorporated organization or firm, or a government or any agency or political subdivision thereof or other public body.

"Project Costs" means (a) the obligations of the Borrower incurred for labor and materials and to architects, engineers, project supervisors, contractors, builders and materialmen in connection with the design, acquisition, construction, installation and equipping of the 2024 Project; (b) the cost of contract bonds and of insurance of all kinds that may be required or necessary during the course of construction of the 2024 Project which is not paid by the contractor or contractors or otherwise provided for; (c) all costs of engineering services, including test borings, surveys, estimates, plans and specifications and preliminary investigations, and supervising construction, as well as for the performance of all other duties required by or consequent upon the proper construction of the 2024 Project; (d) Costs of Issuance; (e) all other costs which the Borrower shall be required to pay, under the terms of any contract or contracts, for the acquisition, construction and installation of the 2024 Project; (f) other costs of a nature comparable to those described in clauses (a) through (e) above which the Borrower shall be required to pay as a result of the damage, destruction, condemnation or taking of the 2024 Project or any portion thereof; (g) fees and expenses including consultants' fees and expenses incurred in connection with the 2024 Project; (h) allocable interest on the Bonds and any interim financing of the 2024 Project during the period of construction of the 2024 Project; and (i) any other costs incurred by the Borrower which are properly chargeable to

the capital account of a Project and which may be financed by the Bonds under the Act and the Code (including any fees for a qualified guarantee, as defined in Regulations, to the extent properly chargeable to the capital account of the 2024 Project under the Code); provided, however, that in no event shall the term "Project Costs" include any item or items of expense which may not be financed from the proceeds of the Bonds under the Act or which, if paid or reimbursed from the proceeds of the Bonds would, individually or in the aggregate, cause the interest on the Bonds to be includable for federal income tax purposes in the gross income of the Owners thereof.

"Project Fund" means the fund by that name created by Section 401(c) of the Indenture.

"Purchase Agreement" means the Bond Purchase Agreement relating to the Bonds among the Authority, the Borrower and the Underwriter.

"Qualified Project Costs" means all Project Costs of the 2024 Project to be financed out of the proceeds of any Bonds which are paid or incurred subsequent to 60 calendar days prior to the date of Official Action pertaining to such Bonds with respect to any of the 2024 Project and which are:

(a) chargeable to the capital account of any of the 2024 Project or would be so chargeable either with a proper election by the Borrower or but for a proper election by the Borrower to deduct such costs, within the meaning of Regulations § 1.150-1(b);

(b) which are incurred with respect to property that is:

(1) to be owned by a 501(c)(3) organization or a governmental unit; and

(2) to be used by a governmental unit, or by a 501(c)(3) organization in activities which do not constitute unrelated trades or businesses; all within the meaning of Code Section 145(a); and

(c) permitted to be financed under the Act.

"Rating Service" means Moody's, if the Bonds are rated by Moody's at the time, and S&P, if the Bonds are rated by S&P at the time, or any other nationally recognized securities rating service acceptable to the Authority and the Borrower that maintains a rating on the Bonds.

"Rebate Amount" means the excess of the future value, as of the date computed, of all actual or constructive receipts on:

(i) investments from moneys on deposit from time to time in the Funds, accounts and subaccounts established under the Indenture or otherwise with respect to any series of the Bonds; or

(ii) any other investment property, as that term is defined in Code section 148(b) and the regulations promulgated thereunder, allocated to any the Bonds and not acquired to carry out the governmental purpose of the Bonds, including any amounts in a commingled fund (the **"Nonpurpose Investments"**);

over the future value, as of that date, of all actual or constructive payments on the Nonpurpose Investments; it being the intent of this definition that the Rebate Amount be determined in accordance with the requirements of Code section 148(f) and the regulations promulgated thereunder.

"Rebate Analyst" means a firm of independent certified public accountants or other firm or organization designated by the Borrower and qualified and experienced in the calculation of rebatable arbitrage under Section 148 of the Code and in compliance with the regulations promulgated under the Code, and then providing rebate calculation services.

"Rebate Fund" means the fund by that name created by Section 401 of the Indenture.

"Rebate Report" shall mean a report for each Calculation Period prepared by a Rebate Analyst calculating the Rebate Amount, all for the purpose of enabling the Borrower to comply with the requirements of Section 148 of the Code (or any successor thereto).

"Regular Record Date" means the close of business on either June 1 or December 1 (whether or not a Business Day) immediately preceding the Interest Payment Date.

"Replacement Bonds" shall have the meaning assigned thereto in Section 208 of the Indenture.

"Reserved Approval Rights" means the rights of the Authority under the Indenture and the Loan Agreement to receive notices and, prior to an Event of Default under the Indenture or the Loan Agreement, to give approvals and consents and to make determinations.

"Reserved Indemnity Rights" means the rights of the Authority and the Authority's Agents to indemnification pursuant to the provisions of the Indenture and the Loan Agreement, including without limitation the indemnification rights under Section 6.09(a) of the Loan Agreement.

"Reserved Payment Rights" means the rights of the Authority, the Authority's Agents under the Indenture and the Loan Agreement to have the Borrower pay the fees and expenses incurred by the Authority and the Authority's Agents, in connection with the issuance and sale of the Bonds and the performance of the Authority's duties, and the exercise of the Authority's rights, under the Indenture and the Loan Agreement, including without limitation the collection of the annual fee of the Authority and the obligations of the Borrower under Section 6.08 of the Loan Agreement.

"Reserved Rights" means, collectively, the Reserved Approval Rights, the Reserved Indemnity Rights and the Reserved Payment Rights.

"Revenues" shall mean for any period, (a) unrestricted and temporarily restricted operating revenues, plus (b) revenues from unrestricted and temporarily restricted non-operating activities; provided, however, no determination thereof shall take into account any revenues then subject to a Permitted Encumbrance.

"S&P" means S&P Global Ratings, a business of S&P's Global Inc. and its successors and assigns, and, if such entity shall be dissolved or liquidated or shall no longer perform the functions of a securities rating service, S&P shall be deemed to refer to any other nationally recognized securities rating service designated by the Borrower, with notice to Authority and the Trustee.

"Securities Depository" means, initially, The Depository Trust Company and its successors and assigns.

"Security" shall have the meaning assigned thereto in Section 103 of the Indenture.

"Settlement Statement" means the Settlement Statement prepared by the Underwriter and acknowledged by the Authority, Bank Purchaser and the Borrower in connection with the issuance of the Bonds.

"Special Record Date" means, with respect to any Bond, the date established by the Trustee in connection with the payment of overdue interest on such Bond pursuant to Section 202 of the Indenture.

"State" means the State of Florida.

"Supplemental Indenture" means any indenture supplemental or amendatory to the Indenture entered into by the Authority and the Trustee pursuant to Article IX of the Indenture.

"Supplemental Loan Agreement" means any agreement supplemental or amendatory to the Loan Agreement entered into by the Authority and the Borrower pursuant to Article IX of the Indenture.

"Tax Certificate" means the certificate of the Borrower relating to the issuance of the Bonds dated as of the date of issuance of the Bonds and setting forth certain of the Borrower's representations, warranties and covenants regarding the 2024 Project and the use of the proceeds of the Bonds, all for the purpose of demonstrating and evidencing compliance with the requirements of the Code and the Regulations governing the federal tax-exempt status of the interest on the Bonds, together with the corresponding certificate of the Authority executed and delivered in reliance on the representations and warranties made by the Borrower in the aforementioned certificate of the Borrower.

"Tax Covenants" shall mean the covenants of the Authority and the Borrower to effect the Authority's and the Borrower's compliance with the Code to ensure the initial and continued exclusion from gross income for federal income tax purposes of the interest on such Bonds.

"Tax-Exempt Obligation" means any Bond or other evidence of indebtedness, the interest on which is excluded from gross income for federal income tax purposes under Section 103 of the Code.

"Tax-Exempt Organization" means a nonprofit organization, organized under the laws of the United States of America or any state thereof, that is an organization described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes under Section 501(a) of the Internal Revenue Code, or corresponding provisions of federal income tax laws from time to time in effect.

"Transaction Documents" means the Indenture, the Bonds, the Loan Agreement, the Official Statement the Tax Certificate, the Continuing Disclosure Agreement, and any and all future renewals and extensions or restatements of, or amendments or supplements to, any of the foregoing; *provided, however*, that when the term "Transaction Documents" is used in the context of the authorization, execution, delivery, approval or performance of Transaction Documents by a particular party, the same shall mean only those Transaction Documents that provide for or contemplate authorization, execution, delivery, approval or performance by such party.

"Trustee" means U.S. Bank Trust Company, National Association, and its successor or successors and any other corporation or association which at any time may be substituted in its place pursuant to and at the time serving as trustee under the Indenture.

"Underwriter" means Raymond James & Associates, Inc. being the underwriter that purchased the Bonds under the Purchase Agreement.

APPENDIX II TO THE TRUST INDENTURE

BOND FORM

FORM OF 2024 BOND
\$[_____]
Higher Educational Facilities Financing Authority
Revenue Bonds
(Rollins College Project)
Series 2024

R-__

ORIGINAL ISSUE DATE	MATURITY DATE	INTEREST RATE	CUSIP
October 31, 2024	December 1, 20__	_____%	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ MILLION _____ THOUSAND DOLLARS
(\$ _____)

THE HIGHER EDUCATIONAL FACILITIES FINANCING AUTHORITY (the "**Authority**"), for value received, promises to pay, but only from the Security specifically pledged thereto under a Trust Indenture dated as of October 1, 2024 (the "**Indenture**") between the Authority and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as trustee (the "**Trustee**"), to the Registered Owner of this Bond (the "**Registered Owner**") the Principal Amount specified above on the Maturity Date specified above, unless called for optional redemption or mandatory redemption prior to that date, together with interest on said Principal Amount at the Interest Rate *per annum* specified above, with all accrued and unpaid interest being due and payable on each June 1 and December 1, commencing December 1, 2024. Both principal of and interest on this Bond shall be payable in lawful money of the United States of America. Upon final payment of the principal of and interest on this Bond, it shall be surrendered to the Trustee for cancellation.

This Bond is one of an authorized series of bonds issued in the aggregate principal amount of \$79,910,000 (the "**Bonds**") for the purpose of making a loan by the Authority (the "**Loan**") to Rollins College, a Florida not-for-profit corporation (the "**Borrower**") in accordance with a Loan Agreement between the Borrower and the Authority, dated as of October 1, 2024 (the "**Loan Agreement**"), to enable the Borrower to finance or refinance a portion of the 2024 Project, and to pay certain related expenses.

The Bonds are issued under and pursuant to the Indenture. All terms used in this Bond but not otherwise defined herein shall have the respective meanings assigned thereto in the Definitions Appendix attached as Appendix I to the Indenture.

The Bonds are secured by the Security pledged thereto pursuant to the Indenture. Reference is hereby made to the Indenture, the Loan Agreement for a complete description of the Security, and for the provisions, among others, with respect to the rights, duties and

obligations of the Authority, the Borrower and the Owners of the Bonds, the ability of the parties to amend the Indenture and the Loan Agreement without the consent of or notice to the Owners, and the terms upon which the Bonds are issued. By the acceptance of this Bond, the Registered Owner thereby assents and agrees to all of the terms and provisions governing this Bond as set forth in the Indenture.

THE BONDS ISSUED UNDER THE PROVISIONS OF CHAPTER 243, PART II OF THE FLORIDA STATUTES, SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF FLORIDA , OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA, BUT SHALL BE PAYABLE SOLELY FROM THE FUNDS HEREIN PROVIDED THEREFOR FROM THE SOURCES DESCRIBED HEREIN. NEITHER THE STATE OF FLORIDA NOR THE AUTHORITY SHALL BE OBLIGATED TO PAY THE SAME OR THE INTEREST THEREON EXCEPT FROM THE SECURITY OR THE PORTION THEREOF FOR WHICH THEY ARE ISSUED AND THAT NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF FLORIDA OR OF ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON SUCH BONDS. THE ISSUANCE OF THE BONDS BY THE AUTHORITY SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY OUT OF PAYMENTS BY THE BORROWER PURSUANT TO THE LOAN AGREEMENT, CERTAIN PROCEEDS OF THE BONDS AND INCOME FROM THE TEMPORARY INVESTMENT THEREOF. THE TRUSTEE WILL NOT HAVE A MORTGAGE ON OR SECURITY INTEREST IN THE REAL PROPERTY OF THE BORROWER.

The Bonds initially are being issued as a book-entry only security issue with no certificates provided to the Beneficial Owners. Records of Bond ownership will be maintained by the Trustee and The Depository Trust Company and its Participants, as provided in the Indenture. The provision set forth in the immediately following paragraph shall apply only so long as the Bonds are subject to the Book-Entry System as provided in the Indenture and The Depository Trust Company is acting as the Securities Depository:

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("**DTC**") to the Authority or its agent for registration of transfer, exchange, or payment and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR

OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Redemption. The Bonds are subject to mandatory and optional redemption prior to maturity, in whole and in part, on the dates, in the principal amounts, under the terms and conditions and at the redemption prices, all as set forth in the Indenture. Notice of any such redemption shall be given in the manner provided in the Indenture. On or prior to the redemption date, funds shall be placed with the Trustee in accordance with the terms of the Indenture to pay on the redemption date the redemption price of the Bonds to be redeemed. Upon the happening of the above conditions, the Bonds thus called for redemption shall not bear interest after the redemption date and shall not be deemed to be outstanding under the provisions of the Indenture.

The holder of this Bond shall have no right to enforce the provisions of the Indenture or the Loan Agreement, or take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto except to enforce the payment of principal and interest on this Bond at maturity and as otherwise provided in the Indenture and the Act.

It is hereby certified, recited and declared that all acts, conditions and things required by the Constitution and laws of the State of Florida to have happened, to exist and to have been performed precedent to and in the issuance of this Bond and the Bonds do exist, have happened and have been performed in regular and due time, form and manner as required by said Constitution and laws of the State of Florida; and that this Bond and the Bonds do not exceed any constitutional or statutory limitation or indebtedness.

This Bond shall not be valid or become obligatory for any purpose unless and until it has been authenticated in the space provided below by a duly Authorized Officer of the Trustee.

IN WITNESS WHEREOF, THE AUTHORITY has caused this Bond to be signed by means of the manual or facsimile signatures of the Chair or Vice Chair, and attested to by the Secretary, all as of the Original Issue Date set forth above.

[SEAL]

**HIGHER EDUCATIONAL FACILITIES
FINANCING AUTHORITY**

By: _____
Name: Joseph C. Berardinelli
Title: Chair

Attest:

By: _____
Name: Timothy H. Czerniec
Title: Secretary

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers unto _____
_____ (please insert social security or other tax identification number of assignee)
the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to
transfer this Bond on the books kept for registration thereof with the full power of substitution
in the premises.

Date: _____

Signature Guarantees: _____
(Bank, Trust Company or NYSE Firm)

(Authorized Officer)

Note: the signature(s) must correspond with the name(s) as written on the face of this Bond in
every particular without enlargement, alteration or any change whatsoever.

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds issued pursuant to the Indenture.

**U.S. BANK TRUST COMPANY, NATIONAL
ASSOCIATION,**
as Trustee

Date of Authentication: _____, 2024

By: _____
Its Authorized Signatory

APPENDIX III TO THE TRUST INDENTURE

**FORM OF REQUISITION FROM THE PROJECT
FUND FOR PROJECT COSTS**

**PROJECT FUND
CERTIFICATE AND REQUISITION FOR PAYMENT OF PROJECT COSTS**

Date: _____, ____

Draw Request # _____

Rollins College (the "Borrower") hereby requests, pursuant to Section 402 of the Trust Indenture (the "Indenture") dated as of October 1, 2024, between Higher Educational Facilities Finance Authority (the "Authority") and U.S. Bank Trust Company, National Association, as Trustee (the "Trustee"), that the following amounts be disbursed to the following parties for the account of the Borrower from the Project Fund created under the Indenture, for the payment of Project Costs (as defined in the Indenture):

Name of Payee	Amount

The Borrower does hereby certify to the Trustee that, as of the date hereof, (1) the representations and warranties of the Borrower in the Loan Agreement (the "Loan Agreement") dated as of October 1, 2024, by and between the Borrower and the Authority, are hereby ratified and confirmed in all material respects, (2) the above-listed items are Project Costs, and (3) the payment of the amounts set forth in this requisition, together with the payment of all prior requisitions from the Project Fund, will not result in more than five percent (5%) of the proceeds of the Series Bonds being used directly or indirectly in any trade or business carried on by any person who is not a "501(c)(3) organization" or a "governmental unit," within the meaning of Section 145 of the Internal Revenue Code of 1986, as amended, or in any unrelated trade or business of a 501(c)(3) organization, and (4) no Event of Default has occurred and is continuing under the Indenture or the Loan Agreement.

ROLLINS COLLEGE

By: _____
Authorized Borrower Representative

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APPENDIX D

FORM OF LOAN AGREEMENT

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LOAN AGREEMENT

between the

**HIGHER EDUCATIONAL FACILITIES
FINANCING AUTHORITY,
as Authority**

and

**ROLLINS COLLEGE,
as Borrower**

**Relating to the
Issuance of**

**\$79,910,000
Higher Educational Facilities Financing Authority
Revenue Bonds
(Rollins College Project)
Series 2024**

Dated as of October 1, 2024

The interest (subject to certain specified exclusions) of the Authority in this Loan Agreement has been assigned to U.S. Bank Trust Company National Association, not in its individual capacity but solely as Trustee (the "Trustee") under a Trust Indenture dated as of October 1, 2024, between the Authority and the Trustee.

TABLE OF CONTENTS

	Page
ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION	2
Section 1.01 Terms Defined in Indenture.	2
Section 1.02 Rules of Construction.	2
ARTICLE II REPRESENTATIONS	2
Section 2.01 Representations by the Authority.	2
Section 2.02 Representations by the Borrower.	3
Section 2.03 Survival of Representations.	5
ARTICLE III THE LOAN.....	5
Section 3.01 Loan of Funds to the Borrower.	5
Section 3.02 Use of Proceeds; Costs of Issuance; Completion of the 2024 Project.	6
Section 3.03 Project Documents.	7
Section 3.04 Changes or Amendments to the 2024 Project.	7
ARTICLE IV PAYMENT PROVISIONS	8
Section 4.01 Loan Payments.	8
Section 4.02 Credits on Loan Payments.	9
Section 4.03 Additional Payments.	10
Section 4.04 Prepayment of the Loan.	11
Section 4.05 Obligations Absolute and Unconditional.	11
Section 4.06 Assignment of Authority's Rights.	12
ARTICLE V SECURITY INTEREST	12
Section 5.01 The Security.....	12
ARTICLE VI GENERAL COVENANTS AND FINANCIAL COVENANTS	13
Section 6.01 Corporate Existence and Tax-Exempt Status.	13
Section 6.02 Maintenance and Use of Property.	13
Section 6.03 Compliance with Laws and Regulations.	14
Section 6.04 Payment of Taxes and Other Charges.	14
Section 6.05 Liens and Encumbrances.	14
Section 6.06 Licenses and Permits.	15
Section 6.07 Insurance.	15
Section 6.08 Authority Fees and Expenses.	15
Section 6.09 Indemnification of the Authority and the Trustee.	15
Section 6.10 Consolidation, Merger, Conveyance or Transfer of Property.	16
Section 6.11 Tax Covenants.	17
Section 6.12 Assignment By the Borrower.	19
Section 6.13 Statement as to Compliance.	19
Section 6.14 Financial Statements and Other Information.	19
Section 6.15 Lease or Manager of 2024 Project.	20

TABLE OF CONTENTS
CONTINUED

	PAGE
ARTICLE VII DEFAULT AND REMEDIES.....	20
Section 7.01 Events of Default.....	20
Section 7.02 Acceleration of Maturity; Rescission and Annulment.....	22
Section 7.03 Exercise of Remedies; Restoration of Positions.	23
Section 7.04 Application of Moneys Collected.	24
Section 7.05 Rights and Remedies Cumulative.	24
Section 7.06 Delay or Omission Not Waiver.	24
Section 7.07 Waiver of Past Defaults.	24
Section 7.08 Advances by Trustee.....	25
ARTICLE VIII SUPPLEMENTAL LOAN AGREEMENTS	25
Section 8.01 Supplements to Loan Agreement Governed by the Indenture.	25
Section 8.02 Effect of Supplemental Loan Agreements.....	25
Section 8.03 Reference in Bonds to Supplemental Loan Agreements.	26
ARTICLE IX TERM AND TERMINATION OF LOAN AGREEMENT	26
Section 9.01 Term and Termination; Survival of Certain Obligations.....	26
ARTICLE X MISCELLANEOUS PROVISIONS	26
Section 10.01 Covenants under Transaction Documents.	26
Section 10.02 Further Assurances.	26
Section 10.03 Payments Due on Saturdays, Sundays and Holidays.	26
Section 10.04 Notices.....	27
Section 10.05 Limitation of Authority's Liability.	27
Section 10.06 No Violations of Law.....	28
Section 10.07 Benefit of Loan Agreement.....	28
Section 10.08 Severability.....	29
Section 10.09 Counterparts.....	29
Section 10.10 Borrower Bound by Indenture.....	29
Section 10.11 Captions and Table of Contents.....	29
Section 10.12 Applicable Law; Venue.....	29
Section 10.13 No Limitations on Actions of Authority In Exercise of its Governmental Powers.	29
 Exhibit A 2024 Project	

LOAN AGREEMENT

This Loan Agreement (the "Loan Agreement") is made and entered into as of October 1, 2024, by and between the **HIGHER EDUCATIONAL FACILITIES FINANCING AUTHORITY** (the "Authority"), a body corporate and politic, duly created and existing under the laws of the State of Florida and **ROLLINS COLLEGE**, a Florida not-for-profit corporation (the "Borrower").

RECITALS

WHEREAS, the Authority is empowered pursuant to Chapter 243, Part II Florida Statutes (the "Act") and other applicable provisions of law, to issue its bonds for the purpose of, among other things, assisting institutions of higher education in constructing, financing and refinancing projects as defined in the Act throughout the State of Florida ("State"); and

WHEREAS, the Authority has been requested by the Borrower to issue bonds on its behalf as described herein; and

WHEREAS, the Authority has authorized the issuance of its (i) Revenue Bonds (Rollins College Project), Series 2024 (the "**Bonds**") for the primary purpose of financing certain renovations and improvements to the Borrower's campus in Winter Park (the "**2024 Project**"), all as set forth on Exhibit A hereto; and

WHEREAS, it has been determined that the amount necessary to finance and refinance the costs of the 2024 Project, including necessary expenses incidental to the issuance of the Bonds, will require the issuance, sale and delivery of Bonds in the aggregate principal amount of \$79,910,000, as hereinafter provided; and

WHEREAS, in order to satisfy the requirements of Section 147(f) of the Code, the Authority held a public hearing on June 25, 2024, on the proposed issuance of the Bonds, for the purposes herein stated, which date was at least seven (7) calendar days following the publication of notice of public hearing in newspapers of general circulation in **Orange County and in Leon County**, which is the location of the 2024 Project and the location of the Authority, respectively, which public hearing was conducted by the Authority, and in a manner that provided a reasonable opportunity for persons with differing views to be heard, both orally and in writing, on the issuance of such Bonds and the location and nature of the 2024 Project; and

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements set forth herein, the Authority and the Borrower hereby agree as follows:

ARTICLE I DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01 Terms Defined in Indenture. All terms used herein and not otherwise defined herein shall have the respective meanings assigned thereto in the Definitions Appendix attached to the Indenture as Appendix I.

Section 1.02 Rules of Construction. For all purposes of this Loan Agreement, except as otherwise provided or unless the context otherwise requires, the following rules of construction apply in construing the provisions of this Loan Agreement:

(a) All terms defined in the Definitions Appendix attached to the Indenture as Appendix I and used herein include the plural as well as the singular.

(b) All accounting terms not otherwise defined herein or in the Indenture shall have the meanings assigned to them, and all computations herein provided for shall be made, in accordance with generally accepted accounting principles.

(c) All references herein to "generally accepted accounting principles" refer to such principles in effect on the date of the determination, certification, computation or other action to be taken hereunder using or involving such terms.

(d) All references in this instrument to designated "Articles," "Sections" and other subdivisions are to be the designated Articles, Sections and other subdivisions of this Loan Agreement.

(e) The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Loan Agreement as a whole and not to any particular Article, Section or other subdivision.

(f) The Article and section headings herein and in the Table of Contents are for convenience only and shall not affect the construction hereof.

(g) All references made (i) in any gender shall be deemed to have been made in all genders, and (ii) in the singular or plural number shall be deemed to have been made, respectively, in the plural or singular number as well.

ARTICLE II REPRESENTATIONS

Section 2.01 Representations by the Authority. The Authority represents and warrants to the Borrower and the Trustee as follows:

(a) The Authority has found that the financing the 2024 Project through issuance of the Bonds will promote the public purposes of the Act.

(b) The Authority has duly taken all action required by the Act to authorize, execute and deliver the Loan Agreement and to issue the Bonds and make the Loan.

Section 2.02 Representations by the Borrower. The Borrower represents and warrants to the Authority and the Trustee as follows:

(a) The Borrower is an institution of higher education that is an independent nonprofit university located in and chartered by the State, accredited by the Commission on Colleges of the Southern Association of Colleges and Schools, that grants a baccalaureate or higher degrees and the Borrower is not a state university or Florida College System institution;

(b) The Borrower is a not-for-profit corporation duly incorporated under the laws of the State, is in good standing and duly authorized to conduct its business in the State, and has the power and authority to own and operate the 2024 Project, undertake the Loan and enter into and perform all of its obligations hereunder and under the Indenture.

(c) The Borrower is duly authorized and licensed to operate its facilities under the laws, rulings, regulations and ordinances of the State and the departments, agencies, and political subdivisions thereof and under all other applicable provisions of law. The Borrower has obtained all approvals of the State and other federal, regional and local governmental bodies which are necessary for the operation of the 2024 Project. The Borrower's property is in compliance in all material respects with applicable federal, state and local zoning, subdivision, environmental, land use and other laws, rules, regulations, codes and ordinances which are material to the ownership of the 2024 Project and to the operation thereof.

(d) All corporate action on its part necessary for the valid execution and delivery of this Loan Agreement has been duly and effectively taken. The execution and delivery by the Borrower of this Loan Agreement and the other agreements contemplated hereby and by the Official Statement related to the Bonds and the approval by the Borrower of the Indenture and compliance with the provisions thereof will not conflict in any material respect with or result in a material breach of any of the terms, conditions or provisions of, or constitute a material default under, the articles of incorporation or bylaws of the Borrower or any existing law, court or administrative regulation, decree, order, agreement, indenture, mortgage, lease or instrument by which the Borrower or its property is or may be bound.

(e) There does not exist any corporate restriction or any agreement or instrument to which the Borrower is now a party or by which it or any of its property is bound, which would prevent the execution and delivery of this Loan Agreement, the consummation and fulfillment thereof or result in the creation or imposition of any Lien upon the 2024 Project, or permit any party to seek injunctive relief as to the execution, delivery, consummation or fulfillment of the terms of any of the foregoing.

(f) Except as specifically described in the Official Statement related to the Bonds, no litigation, proceedings or investigations are pending or, to the knowledge of the Borrower, threatened against the Borrower seeking to restrain, enjoin or in any way limit the approval or

issuance and delivery of any Official Statement related to the Bonds and this Loan Agreement by the Borrower, or which would in any manner challenge or adversely affect the corporate existence or powers of the Borrower to enter into and carry out the transactions described in or contemplated by or the execution, delivery, validity or performance by the Borrower of the terms and provisions of this Loan Agreement.

(g) Any Official Statement and the certification delivered by the Borrower to the Authority and the Trustee pursuant to the Purchase Agreement, or otherwise, as a condition to the issuance of the Bonds, and the representations and warranties contained in this Loan Agreement do not contain any untrue statement of a fact relating to the Borrower material to a purchaser of a Bond. The statements, facts and information presented in any Official Statement for the Bonds do not omit any fact which materially adversely affects or, so far as the Borrower can now foresee, will materially adversely affect the status of the Borrower as a tax-exempt organization under Section 501(c)(3) of the Code, its ability to own and operate its properties or its ability to make the payments under this Loan Agreement when and as the same become due and payable.

(h) Except as otherwise noted in the Tax Certificate, the Borrower intends to occupy the 2024 Project, or cause the 2024 Project to be occupied, and to operate the 2024 Project for educational purposes at all times during the term of this Loan Agreement, and does not know of any reason why the 2024 Project will not be so used by it in the absence of supervening circumstance not now anticipated by it or beyond its control. Except as otherwise noted in the Tax Certificate, the Borrower enjoys the peaceable and undisturbed possession of all premises material to its operations and the operations of the 2024 Project.

(i) The 2024 Project will be, constructed in such manner as to conform with all applicable zoning, planning, building and other regulations of governmental authorities having jurisdiction thereof; all necessary utilities will be available to the 2024 Project; and the Borrower has obtained, or will obtain, all requisite zoning, planning, building, environmental and other permits necessary for the construction, use and occupancy of the 2024 Project for educational purposes.

(j) The 2024 Project, as completed, is and will be located on, or in close proximity to, the main campus of the Borrower.

(k) The Borrower is a corporation organized and operated exclusively for charitable purposes, not for pecuniary profit, no part of the net earnings of which inures to the benefit of any private shareholder or individual. The proceeds of the Bonds will not be used by any person not a "501(c)(3) organization" within the meaning of Section 150 of the Code, nor will the Bond proceeds be used by a "501(c)(3) organization" in an "unrelated trade or business" within the meaning of Section 513(a) of the Code. The proceeds of the Bonds will not be used by any person or entity not described in Section 3(a)(4) of the Securities Act of 1933. The Borrower is an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and has received a letter of determination from the Internal Revenue Service regarding its status

as such an organization; said letter of determination has not been modified, limited or revoked; the facts and circumstances that form the basis of such letter of determination as represented to the Internal Revenue Service continue substantially to exist; the acquisition, construction, ownership and operation of the 2024 Project by the Borrower are activities, or are for the purpose of providing or refinancing facilities for activities, which are substantially the same as those described in and represented to the Internal Revenue Service in the Borrower's application for such determination letter and upon which such determination letter was based and such activities do not and will not constitute a trade or business which could give rise to unrelated business income subject to tax pursuant to Section 511 of the Code; and the Borrower is exempt from federal income taxes under Section 501(a) of the Code in connection with all activities undertaken by it. The Borrower does further covenant, warrant and represent that: (i) no portion of the proceeds of the Bonds will be used, directly or indirectly, to provide any of the following: any airplane, skybox or other private luxury box, any facility primarily used for gambling, or any store the principal business of which is the sale of alcoholic beverages for consumption off premises; and (ii) the Borrower is not primarily engaged in religious or sectarian activities and the 2024 Project will not include any facility used or to be used for sectarian instruction or as a place of religious worship or any facility which is used or to be used primarily in connection with any part of the program of a school or department of divinity for any religious denomination.

(l) Each of the components comprising a portion of the 2024 Project constitute a "Project" within the meaning of the Act.

Section 2.03 Survival of Representations. All representations of the Authority and the Borrower contained in this Loan Agreement or in any certificate or other instrument delivered by the Authority and the Borrower pursuant to this Loan Agreement, the Indenture, or any other Transaction Document, or in connection with the transactions contemplated thereby, shall survive the execution and delivery thereof and the issuance, sale and delivery of the Bonds, as representations of facts existing as of the date of execution and delivery of the instruments containing such representations.

ARTICLE III THE LOAN

Section 3.01 Loan of Funds to the Borrower. Upon issuance and delivery of the Bonds, the net proceeds derived by the Authority from the sale thereof shall be applied to make the Loan to the Borrower by remitting the net sale proceeds for application as provided in the Section 402 of the Indenture. The Borrower shall receive such Loan from the Authority, for the purposes and upon the terms and conditions provided in this Loan Agreement and in the Indenture. The obligations of the Authority and the Borrower under this Loan Agreement with respect to the Loan are expressly conditioned upon delivery of the Bonds.

The Loan shall be deemed to have been made in full to the Borrower immediately upon the remittance of the net proceeds derived from the issuance and sale of the Bonds pursuant to

Section 402 of the Indenture as aforesaid, whereupon all net proceeds so remitted shall become and remain the property of the Borrower as a result of the Loan having been so made, and the Authority shall have no further right, title or interest therein (other than the security interest granted therein by the Borrower to the Authority pursuant to this Loan Agreement).

With the approval of the Borrower (which approval shall be evidenced by the execution of the Purchase Agreement by the Borrower), the Bonds may be sold by the Authority at a discount from or premium to their principal amount (including an underwriter's discount and an original issue discount or original issue premium) and, in such event, the amount of such discounts or premiums shall be deemed to have been loaned to the Borrower and the portion of any such discount or premium which constitutes the underwriter's or purchaser's discount or premium, as applicable, shall constitute proceeds of such Bonds applied to Costs of Issuance incurred in connection with such Bonds. The accrued interest, if any, received by the Authority upon the initial sale of the Bonds shall be deposited into the Debt Service Fund and shall be applied to the first interest payment due on such Bonds, with a corresponding credit in the Loan Payments otherwise due.

The Loan shall be deemed to be made in a principal amount equal to the original aggregate principal amount of the Bonds, notwithstanding the fact that the net sale proceeds derived from the issuance and sale of such series of Bonds is different from such original aggregate principal amount of such series of Bonds.

The outstanding principal balance of the Loan shall bear interest at the same rate(s) of interest *per annum* as borne by the outstanding principal balance of the Bonds and shall mature on the same dates and in the same principal amounts as such Bonds. The Bonds mature at the times and in the principal amounts, bear interest at the rates of interest *per annum* payable at the times, are subject to optional and mandatory redemption prior to maturity, and have such other terms and conditions, all as set forth in the Indenture and the Bond Form Appendix attached to the Indenture as Appendix II.

Section 3.02 Use of Proceeds; Costs of Issuance; Completion of the 2024 Project. The proceeds of the Bonds loaned to the Borrower shall be deposited as set forth in Section 402 of the Indenture and shall be disbursed and applied by the Borrower for the purposes and in the manner as provided in the Indenture and in this Loan Agreement. Prior to expenditure by the Borrower, the proceeds of Bonds deposited in the Project Fund, if invested, shall be invested solely in Permitted Investments. The Borrower authorizes the Trustee to pay the Costs of Issuance by the execution of the Closing Memorandum in the form attached to the Indenture as Appendix IV.

The Borrower shall cause the 2024 Project to be completed with reasonable dispatch and to provide (from its own funds if required) all moneys necessary to complete the 2024 Project substantially in accordance with the plans and specifications for the 2024 Project.

The Borrower agrees to comply with all of the provisions set forth in the Indenture with respect to the construction or rehabilitation of the 2024 Project and to perform all obligations of the Borrower set out in the Indenture. The Borrower agrees to use the form of the requisition in order to request the disbursement of funds by the Trustee from the Project Fund as set forth in the Indenture.

Section 3.03 Project Documents. The Borrower, at its own cost and expense, shall maintain in its files and available for inspection by the Trustee and the Authority, if requested in their sole discretion, copies, as applicable, of the following documents at such time as such documents become available and in any event by the time work is commenced on the portion of the 2024 Project to which they relate:

(a) *Plans and Specifications.* All available preliminary and final plans and specifications for the 2024 Project.

(b) *Construction Contracts.* All architect's and general contractor's contracts for the 2024 Project and all prime subcontractor's contracts and purchase orders for any equipment included in the 2024 Project.

(c) *Licenses and Permits.* Licenses and permits to construct, install, renovate and use the 2024 Project and to operate the facilities of the Borrower, including all other permits, or appropriate letters of non-reviewability, if required, from any governmental agency as may be necessary for such work.

Section 3.04 Changes or Amendments to the 2024 Project. Subject to the General Limitations, the Borrower may make, authorize or permit such changes or amendments in the 2024 Project as it may reasonably determine to be necessary or desirable; *provided, however*, that no such change or amendment shall be made to the 2024 Project that would cause a material change in the cost, scope, nature or function of the 2024 Project, unless the Borrower shall file with the Authority and the Trustee:

(a) an Officer's Certificate to the effect that the 2024 Project will, after such change or amendment, continue to constitute a "project" within the meaning of, and eligible for financing or refinancing under, the Act, and such change or amendment will not result in any property of the Borrower being used for any purpose prohibited by this Loan Agreement or otherwise result in the Borrower failing to comply with any provisions of this Loan Agreement; and

(b) an Opinion of Bond Counsel addressed to the Trustee and the Authority to the effect that such change or amendment will not cause any portion of the 2024 Project to not qualify as a Project, as defined in the Act, and will not adversely affect the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation.

If any change or amendment would render materially inaccurate the description of the 2024 Project in Exhibit A to this Loan Agreement, there shall be delivered to the Authority and the Trustee a revised Exhibit A containing a description of the 2024 Project that reflects the

change in the 2024 Project, the accuracy of which shall have been certified by an Officer's Certificate.

It is the express intent of the Authority and the Borrower that, notwithstanding anything expressed or implied herein or in the Indenture to the contrary, the Borrower shall have the right to substitute any other improvements to any of its facilities for all or any of the 2024 Project and to finance such substituted improvements from the available Bond proceeds so long as such substitutions do not, individually or in the aggregate, result in a violation of the General Limitations or cause the 2024 Project to cease to qualify for bond financing under the Act. The Borrower expressly acknowledges and agrees that it is its duty and responsibility to ensure that the General Limitations are fully complied with notwithstanding any such substitution and that it will obtain and deliver an Opinion of Bond Counsel covering the matters described in (b) above, prior to financing any such substituted improvements from available Bond proceeds in order to ensure that such financing does not result in a violation of the General Limitations or cause any portion of the 2024 Project to cease to qualify for bond financing under the Act.

ARTICLE IV PAYMENT PROVISIONS

Section 4.01 Loan Payments. The Borrower shall make the following Loan Payments on the Loan to provide for the payment of the interest on and principal of, and redemption premium, if any, on the Bonds, directly to the Trustee, as assignee of the Authority's rights under this Loan Agreement, for deposit in the Debt Service Fund, on the following dates, and otherwise as set out below:

(a) *Debt Service Fund - Interest:* On or before 10:00 a.m., New York City time, on the day that is 3 Business Days prior to each Interest Payment Date of the Bonds, an amount which is not less than the interest to become due on such Interest Payment Date; *provided, however,* that the Borrower may be entitled to certain credits on such payments as permitted under Section 4.02 of this Loan Agreement.

(b) *Debt Service Fund - Principal:* On or before 10:00 a.m., New York City time, on the day that is 3 Business Days prior to each principal payment date of the Bonds or Amortization Installment due on a payment date, an amount which is not less than the principal due on the Bonds on such principal payment date or Amortization Installment due on a payment date as set forth in the Indenture; *provided, however,* that the Borrower may be entitled to certain credits on such payments as permitted under Section 4.02 of this Loan Agreement.

(c) *Debt Service Fund - Redemption:* On or before 10:00 a.m., New York City time, on each date required by this Loan Agreement or the Indenture, the amount required to redeem Bonds then Outstanding if the Borrower exercises its right to redeem Bonds under any provision of the Indenture or if any Bonds are required to be redeemed (other than pursuant to mandatory sinking fund redemption provisions) under any provision of the Indenture.

Notwithstanding the foregoing or any schedule of payments upon the Loan set forth in this Loan Agreement or anything else expressed or implied herein or in the Indenture to the contrary, the Borrower shall make payments upon the Loan and shall be liable therefor at the times and in the amounts (including interest, principal, and redemption premium, if any) equal to the amounts to be paid as interest, principal and redemption premium, if any, whether at maturity or by optional or mandatory redemption upon the Bonds from time to time Outstanding under the Indenture. If, at any date upon which any amounts owing on the Bonds are due and payable (whether by reason of the stated due date thereof, call for redemption, or otherwise), the balance in the Debt Service Fund, together with other amounts then held by the Trustee and available for the purpose, is not sufficient to pay such total amount due on the Bonds on such date, the Borrower shall pay to the Trustee, on or before such date, Loan Payments under this Loan Agreement equal to the amount of such deficiency.

Unpaid Loan Payments shall bear interest at the applicable rate of interest on the Bonds. Any interest charged and collected on an unpaid Loan Payment shall be deposited to the credit of the Debt Service Fund and applied to pay interest on overdue amounts in accordance with the Indenture.

Section 4.02 Credits on Loan Payments. Notwithstanding anything expressed or implied herein or in the Indenture to the contrary, in addition to any credits on the Loan resulting from the payment or prepayment of Loan Payments from other sources:

(a) any moneys deposited by the Trustee or the Borrower in the Debt Service Fund as interest (including moneys received as accrued interest from the sale of the Bonds and any initial deposit made from the proceeds of the sale of the Bonds) shall be credited against the obligation of the Borrower to pay interest on the Loan as the same becomes due;

(b) any moneys deposited by the Trustee or the Borrower in the Debt Service Fund as principal shall be credited against the obligation of the Borrower to pay the principal of the Loan as the same becomes due in the order of maturity thereof, except that prepayments for purposes of making an optional deposit into the Debt Service Fund for the redemption of Bonds shall be applied to the principal of the Loan corresponding to the Bonds to be redeemed or purchased, delivered and cancelled from the proceeds of such optional deposit;

(c) the principal amount of Bonds of any maturity purchased by the Borrower and delivered to the Trustee for cancellation, or purchased by the Trustee and cancelled, shall be credited against the obligation of the Borrower to pay principal on the Loan related to such Bonds so purchased; *provided, however*, that the purchase of a Bond of one maturity may not be credited against a payment which would be used, in the normal course, to retire a Bond of another maturity; and

(d) the amount of any moneys transferred by the Trustee from any other fund held under the Indenture and deposited in the Debt Service Fund as interest or principal shall be

credited against the obligation of the Borrower to pay interest or principal, as the case may be, as the same become due;

provided, however, that the Borrower shall not receive a credit for any such amounts on deposit in the Debt Service Fund that are being held by the Trustee for payment of any amounts owing under any Bonds which have theretofore matured or been redeemed.

Section 4.03 Additional Payments. The Borrower shall make the following additional payments to the following Persons:

(a) *Trustee, Paying Agent and Professional Fees.* The Borrower shall pay to the Trustee and any Paying Agent, authenticating agents, registrars, counsel, accountants and other Persons when due, all reasonable fees, charges and expenses of such Persons for services rendered under the Indenture and under any of the Transaction Documents and expenses incurred in the performance of such services under the Indenture and any of the Transaction Documents for which such Persons are entitled to payment or reimbursement.

(b) *Advances By Trustee.* The Borrower shall pay to the Trustee the amount of all advances of funds made by the Trustee under the provisions of this Loan Agreement or the Indenture, with interest thereon at the prime rate announced from time to time by the Trustee or its affiliate.

(c) *Costs of Enforcement.* In the event the Borrower defaults under any of the provisions of this Loan Agreement and the Trustee employs attorneys or incurs other expenses for the collection of required payments or the enforcement of performance or observance of any obligation or agreement on the part of the Borrower contained in this Loan Agreement, the Borrower on demand therefor shall pay to the Trustee the reasonable fees of such attorneys and such other expenses so incurred by the Trustee. The Borrower also shall pay, and shall indemnify the Authority and the Trustee from and against, all costs, expenses and charges, including reasonable counsel fees, incurred for the collection of payments due or for the enforcement or performance or observance of any covenant or agreement of the Borrower under this Loan Agreement, the Indenture or any other Transaction Document.

(d) *Taxes and Assessments.* The Borrower also covenants and agrees, at its expense, to pay all taxes and assessments of any type or character charged to the Authority or to the Trustee affecting the amount available to the Authority or the Trustee from payments to be received hereunder or in any way arising due to the transactions contemplated hereby (including property and other taxes and assessments assessed or levied by any public agency or governmental authority of whatsoever character having power to levy taxes or assessments) but excluding any taxes based upon the capital and/or income of the Trustee or any other Person other than the Borrower; *provided, however*, that the Borrower shall have the right to protest any such taxes or assessments and to require the Authority or the Trustee, as the case may be, at the Borrower's expense, to protest and contest any such taxes or assessments assessed or levied upon them and that the Borrower shall have the right to withhold payment of any such taxes or

assessments pending disposition of any such protest or contest unless such withholding, protest, or contest would materially adversely affect the rights or interests of the Authority or the Trustee.

(e) *Other Amounts Payable.* The Borrower shall pay to the Person or Persons entitled thereto, any other amounts which the Borrower has agreed to pay under this Loan Agreement or which the Borrower is required to pay under the Indenture including those amounts due to the Authority pursuant to section 6.08 hereof.

Section 4.04 Prepayment of the Loan. The Borrower shall have and is granted the option to prepay from time to time the amounts payable under this Loan Agreement in sums sufficient to redeem or to pay or cause to be paid all or part of the Bonds in accordance with the provisions of the Indenture. Upon written notice and direction by the Borrower to the Trustee to redeem Bonds subject to optional redemption under the Indenture, the Trustee shall forthwith take all steps (other than the payment of the money required for such redemption) necessary under the applicable redemption provisions of the Indenture to effect redemption of all or part of the then Outstanding Bonds, as may be specified by the Borrower, on the date established for such redemption. Whenever any Bonds shall have been called for optional redemption under any provision of the Indenture, the Borrower shall deposit with the Trustee moneys in such amounts required and at such times to redeem such Bonds, including the principal, redemption premium, if any, and accrued interest thereon to the redemption date. The Borrower further agrees that, in accordance with and as set forth in Section 7.02 hereof, in the event the payment of principal of and interest on the Loan is accelerated upon the occurrence of an Event of Default under this Loan Agreement, all Loan Payments payable for the remainder of the term of this Loan Agreement shall be accelerated and prepayment shall be made on the Loan in such amounts. Any such prepayments shall be deposited in the Debt Service Fund, and applied by the Trustee in accordance with the provisions of the Indenture. The Borrower may also prepay all or any portion of its indebtedness on the Loan by providing for the payment of all or any portion of the Bonds in accordance with Article X of the Indenture.

Section 4.05 Obligations Absolute and Unconditional. The obligations of the Borrower under this Loan Agreement are unsecured general obligations of the Borrower with respect to payment of all amounts due and payable by the Borrower under this Loan Agreement. The Borrower agrees to pay all such amounts due and payable under this Loan Agreement using any and all available resources of the Borrower, as necessary. The Borrower's obligations are absolute and unconditional, and the Borrower shall pay all Loan Payments and other payments due under this Loan Agreement and perform its obligations, covenants and agreements under this Loan Agreement, without notice or demand, and without abatement, deduction, set-off, counterclaim, recoupment, discrimination or defense or any right of termination or cancellation arising from any circumstances whatsoever, and regardless of the invalidity of any portion of this Loan Agreement, and, to the extent permitted by law, the Borrower waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Loan Agreement or which releases or purports to release the Borrower therefrom.

Without limiting the generality of the foregoing, during the term of this Loan Agreement, the Borrower:

- (a) shall not suspend or discontinue its Loan Payments;
- (b) shall perform and observe all of its other obligations contained herein; and
- (c) except as explicitly permitted herein, shall not terminate this Loan Agreement for any cause including, without limiting the generality of the foregoing, defect in title to any 2024 Project, failure to complete all or any portion of the 2024 Project, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction or damage to or condemnation of all or any portion of the 2024 Project, commercial frustration of purpose, any change in the tax or other law by the United States of America or the State or any political subdivision of either, or any failure of the Authority to perform and observe any obligation or condition arising out of or connected with this Loan Agreement.

The Borrower may, at its own cost and expense, prosecute or defend any action or proceedings or take any other action involving third persons which the Borrower deems reasonably necessary in order to secure or protect its rights under this Loan Agreement, and in such event the Authority shall cooperate fully with the Borrower.

Section 4.06 Assignment of Authority's Rights. Under the Indenture, the Authority has pledged, assigned, transferred in trust and granted a security interest to the Trustee in all of the Authority's rights, title and interest under this Loan Agreement accruing to or vested in the Authority (except for Reserved Rights) as security for the Bonds and the payment and performance by the Borrower of its obligations under and with respect to this Loan Agreement, the Indenture and the Bonds, and such rights, title and interest may be exercised, protected and enforced for or on behalf of the Owners of the Bonds in conformity with this Loan Agreement and the Indenture. The Trustee is hereby given the right to enforce, as assignee of the Authority, the performance of the obligations of the Borrower under this Loan Agreement, and the Borrower hereby consents to the same and agrees that the Trustee may enforce such rights as provided in this Loan Agreement and in the Indenture. This Loan Agreement recognizes that the Trustee is a third party creditor-beneficiary of this Loan Agreement.

ARTICLE V SECURITY INTEREST

Section 5.01 The Security.

(a) *Security Interest in Funds.* To secure its obligations under this Agreement and under the Indenture including the obligation to pay all Loan Payments as and when they are due, the Borrower hereby grants to the Authority and the Trustee (in the case of the Trustee, for the benefit of the Owners of the Bonds) a security interest pursuant to Article 8 or Article 9 of the Uniform Commercial Code, as applicable, in the moneys and investments at any time held in the Funds established with the Trustee under the Indenture, and any proceeds thereof and

investment earnings thereon, to be perfected by control of such moneys by the Trustee (as the assignee of the Authority's rights and interests under this Loan Agreement) or the filing of a financing statement, as applicable; *provided*, that notwithstanding the foregoing or anything else expressed or implied herein or in the Indenture to the contrary, the security interest in the Rebate Fund (and any and all accounts therein) granted by the Borrower to the Authority as aforesaid shall be held as security only for the payment of the Rebate Amounts that may be or become owing, and shall not serve as security for any other purpose.

The security interest granted hereby shall be for the sole and exclusive benefit of the Owners of the Bonds issued under the Indenture.

(b) *Assignment by Authority.* The Borrower hereby acknowledges and agrees that, pursuant to the Indenture, the security interests granted to the Authority pursuant to Section 5.01(a) above (other than the security interest in the Rebate Fund) will be assigned by the Authority to the Trustee as security for the Bonds and for the benefit of the Owners of the Bonds, and that such security interest shall be held by the Trustee as part of the Security and be subject in all respects to the terms and conditions applicable to the Security as set forth in the Indenture. Notwithstanding anything expressed or implied herein or in the Indenture to the contrary, all moneys and investments held as part of the Rebate Fund, and the security interest in the Rebate Fund granted by the Borrower to the Authority under Section 5.01(a) above, shall be held solely as security for the payment when due of any Rebate Amounts that may be or become owing.

(c) *Prohibited Liens on the Revenues.* From and after the date of this Agreement, the Borrower will not grant, create, incur or assume any Lien on all or any portion of the Revenues, except Permitted Encumbrances.

ARTICLE VI GENERAL COVENANTS AND FINANCIAL COVENANTS

Section 6.01 Corporate Existence and Tax-Exempt Status. Except as otherwise expressly provided in this Loan Agreement, the Borrower shall (1) preserve and keep in full force and effect its existence as a not-for-profit corporation organized and existing under the laws of the State, (2) remain qualified to do business and conduct its affairs in each jurisdiction where ownership of its property or the conduct of its business or affairs requires such qualification, and (3) maintain its status as a Tax-Exempt Organization and as a not-for-profit corporation under the Act.

Section 6.02 Maintenance and Use of Property. The Borrower shall cause all of its property used or useful in the conduct of its business and operations to be maintained, preserved and kept in good repair and working order and condition and will make all repairs, renewals, replacements and improvements thereof necessary for the efficient and advantageous conduct of its business and operations, and shall, during the term of the Bonds, operate the 2024 Project financed or refinanced by the Bonds, as a "project" within the meaning of the Act.

Nothing in this Section 6.02 shall obligate the Borrower to preserve, repair, renew or replace any property no longer used or no longer useful in the conduct of its business, or prevent the Borrower from discontinuing the operation of any of its property or from removing or demolishing any building or buildings, if in its judgment (evidenced, in each case other than in the ordinary course of business, by a determination by its governing board) such action is desirable in the conduct of its business and not disadvantageous in any material respect to the Owners of the Bonds.

Subject to the provisions of this Article VI and the Act, the Borrower shall have the right to use its property for any purpose allowed by law and contemplated by the Act. Except as provided in this Loan Agreement, the Authority reserves no power or authority with respect to the operation of the property by the Borrower and activities incident thereto, it being the intention of the parties to this Loan Agreement that so long as the Borrower shall duly and faithfully observe and perform all of the terms, covenants, provisions and agreements of this Loan Agreement, the Borrower shall manage, administer and govern the property of the Borrower and its activities and affairs on a continuing day-to-day basis.

Section 6.03 Compliance with Laws and Regulations. The Borrower shall conduct its affairs and carry on its business and operations in such manner as to comply with any and all applicable laws of the United States of America and the several states thereof and to observe and conform to all valid orders, regulations or requirements of any governmental authority applicable to the conduct of its business and operations and the ownership of its property; *provided, however*, that nothing contained in this Loan Agreement shall require the Borrower to comply with, observe and conform to any such law, order, regulation or requirement of any governmental authority so long as the validity thereof shall be contested by the Borrower in good faith by appropriate proceedings; and *provided, further, that* the Borrower shall have set aside on its books adequate reserves with respect to such contest and such contest shall not materially impair the ability of the Borrower to meet its obligations under this Loan Agreement.

Section 6.04 Payment of Taxes and Other Charges. The Borrower shall pay or cause to be paid as they become due and payable all taxes, assessments and other governmental charges lawfully levied or assessed or imposed upon the Borrower or its property or any part thereof or upon any income therefrom; *provided, however*, that the Borrower shall not be required to pay and discharge or cause to be paid and discharged any such tax, assessment or governmental charge to the extent that the amount, applicability or validity thereof shall currently be contested in good faith by appropriate proceedings and the Borrower shall have established and shall maintain adequate reserves on its books for the payment of the same.

Section 6.05 Liens and Encumbrances. With respect to those Liens which are Permitted Encumbrances, the Borrower shall comply with all terms, covenants and provisions contained in any Lien existing upon its property or any part thereof or securing any of its indebtedness unless the validity, amount or collectability thereof is being contested in good faith or the failure to comply or contest would not materially impair its ability to pay its indebtedness when due nor subject a material amount of the property of the Borrower to loss or forfeiture.

Section 6.06 Licenses and Permits. The Borrower shall procure and maintain all licenses and permits necessary or desirable in the operation of its business and facilities and will maintain accreditation of its programs and facilities by the appropriate accrediting bodies which the governing board of the Borrower determines are appropriate; *provided, however,* that the Borrower shall not be required to procure or maintain in effect any permit, license or accreditation that the Borrower determines in good faith, is not in the best interests of the Borrower and is no longer needed or desirable in the conduct of its business or the lack of which will not materially impair the ability of the Borrower to pay or perform its obligations under this Loan Agreement when due.

Section 6.07 Insurance. The Borrower shall maintain insurance coverage through reputable insurance companies, or through one or more self-insurance or other alternative risk management programs, and flood insurance if appropriate with respect to its property (including the 2024 Project) and operations, covering such risks that are of an insurable nature and of the character customarily insured against by organizations operating similar properties and engaged in similar operations, and in such amounts as, in its judgment, are adequate to protect the Borrower and its property and operations.

Section 6.08 Authority Fees and Expenses. The Borrower shall pay all Costs of Issuance and other out-of-pocket costs and expenses of the Authority incidental to the performance of their obligations under this Loan Agreement and the Indenture and with respect to the authorization, sale and delivery of the Bonds, or incurred by the Authority or the Authority in enforcing the provisions of this Loan Agreement or the Indenture, including without limitation the Attorneys' Fees of the Authority and the fees and expenses of the Bond Counsel. In addition, the Borrower hereby agrees to pay the following:

- (a) On the date of issuance and delivery of the Bonds, to the Authority an issuance fee in an amount equal to \$32,741.00; and
- (b) an annual fee up to or equal to \$2,500, to be the Borrower's share of the annual audit and on-going expenses attributable to the Bonds issued for the benefit of the Borrower, said annual fee shall be paid on or before June 1 commencing June 1, 2025.

Section 6.09 Indemnification of the Authority and the Trustee.

(a) *Indemnification Generally.* The Borrower shall and hereby agrees to indemnify and save the Authority and the Trustee harmless against and from all claims by or on behalf of any person, firm, corporation or other legal entity arising from the conduct or management of the 2024 Project or the Bonds during the term of this Loan Agreement, including without limitation, (i) any condition of the 2024 Project, (ii) any breach or default on the part of the Borrower in the performance of any of its obligations under this Loan Agreement, (iii) any act or negligence of the Borrower or of any of its agents, contractors, servants, employees or licensees or (iv) any act or negligence of any assignee or lessee of the Borrower, or of any agents, contractors, servants, employees or licensees of any assignee or lessee of the Borrower. The

Borrower shall indemnify and save the Authority and the Trustee harmless from any such claim arising as aforesaid, or in connection with any action or proceeding brought thereon, and upon notice from the Authority or the Trustee, the Borrower shall defend them or either of them in any such action or proceeding.

(b) *Indemnification of the Authority.* Notwithstanding the fact that it is the intention of the parties hereto that the Authority shall not incur any pecuniary liability by reason of the terms of this Loan Agreement or the undertakings required of the Authority hereunder, by reason of the issuance of the Bonds, by reason of the execution of the Indenture or by reason of the performance of any act requested of the Authority by the Borrower, including all claims, liabilities or losses arising in connection with the violation of any statutes or regulation pertaining to the foregoing; nevertheless, if the Authority should incur any such pecuniary liability, then in such event the Borrower shall indemnify and hold the Authority harmless against all claims, demands or causes of action whatsoever, by or on behalf of any person, firm or corporation or other legal entity arising out of the same or out of any offering statement or lack of offering statement in connection with the sale or resale of the Bonds and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon notice from the Authority, the Borrower shall defend the Authority in any such action or proceeding. All references to the Authority in this Section 6.09 shall be deemed to include its board members, commissioners, directors, officers, employees, and agents.

Notwithstanding anything to the contrary contained herein, the Borrower shall have no liability to indemnify the Authority against claims or damages resulting from the Authority's own negligence or misconduct.

(c) *Indemnification of the Trustee.* The Borrower shall and hereby agrees to indemnify the Trustee for, and hold the Trustee harmless against, any loss, liability or expense (including the costs and expenses of defending against any claim of liability) incurred without negligence or misconduct by the Trustee and arising out of or in connection with its acting as Trustee under the Indenture. This indemnity shall survive the termination of this Loan Agreement and the resignation or removal of the Trustee.

Section 6.10 Consolidation, Merger, Conveyance or Transfer of Property. The Borrower shall not consolidate with or merge into any other Person or convey or transfer its property substantially as an entirety to any Person, unless the following conditions are met:

(a) such merger, consolidation, conveyance or transfer is on such terms as shall fully preserve the lien and security of the Indenture and this Loan Agreement and the rights and powers of the Trustee and the Owners of the Bonds under the Indenture and this Loan Agreement;

(b) the Person formed by such consolidation or into which the Borrower is merged or the Person which acquires by conveyance or transfer the Borrower's property substantially as

an entirety is a corporation or other legal entity organized and existing under the laws of the United States of America or any state thereof, is a not-for-profit "institution of higher education" within the meaning of the Act authorized to conduct business in the State of Florida, is a Tax-Exempt Organization, and shall execute and deliver to the Trustee a written instrument in form and substance satisfactory to the Trustee, containing an assumption by such successor of the due and punctual payment of the principal of (and premium, if any) and interest on the Loan and the performance and observance of every covenant and condition of this Loan Agreement to be performed or observed by the Borrower;

(c) the Trustee receives an Officer's Certificate stating that, immediately after giving effect to such transaction, (1) no Event of Default hereunder shall have occurred and be continuing or, to such officer's knowledge, be imminent and (2) the successor or transferee shall possess such licenses, permits and accreditations to operate such property as may be required if it is to operate such property;

(d) the Trustee and the Authority receive an Opinion of Counsel to the effect that (1) such consolidation, merger, conveyance or transfer complies with this Section 6.10 and all conditions precedent herein provided for relating to such transaction have been complied with; (2) such transaction will not adversely affect the status of the Borrower as a Tax-Exempt Organization; (3) the Person which is the surviving entity is liable on the Loan, as if such Loan were originally made to such Person;

(e) the Trustee and the Authority receive an Opinion of Bond Counsel to the effect that, under then existing law the consummation of such consolidation, merger, conveyance, or transfer would not cause the interest payable on such Bonds to become includable in gross incomes of the Owners thereof for federal income tax purposes.

Upon any consolidation or merger or any conveyance or transfer of the Borrower's property substantially as an entirety in accordance with this Section, the successor corporation or other entity formed by such consolidation or into which the Borrower is merged or to which such conveyance or transfer is made shall succeed to, and be substituted for, and may exercise every right and power of the Borrower under this Loan Agreement with the same effect as if such successor corporation or other entity had been named as the Borrower herein.

Section 6.11 Tax Covenants. The Borrower covenants and agrees that:

(a) it will comply with the requirements and conditions of the Tax Certificate;

(b) it will not take, direct, or permit to be taken on its behalf, any action which would cause the interest payable on any Bonds to be included in the gross incomes of the Owners thereof for federal income tax purposes and that it will take such action as may be necessary in the Opinion of Bond Counsel to continue such exclusion from gross income, including, without limitation the following:

(i) it will comply with all of the requirements of this Loan Agreement and the Indenture;

(ii) it will pay to the United States of America any Rebate Amount required to be paid by the Authority or the Borrower pursuant to Section 148(f) of the Code and the Regulations under Section 148, all as contemplated and required by this Loan Agreement and the Indenture; and

(iii) it will cause not less than 95% of the net proceeds of the Bonds (within the meaning of Section 145(a) of the Code) to be expended for Qualified Project Costs of the 2024 Project; and

(c) in order to satisfy the requirements set forth in subpart (4) of the definition of "program investment" that appears in Regulations § 1.148-1(b) (which requirements must be met in order for the Loan to qualify as a program investment within the meaning of the aforementioned Regulation), neither the Borrower nor any related person (within the meaning of the aforementioned definition of "program investment") will purchase Bonds in an amount related to the amount of the Loan;

(d) no changes will be made in all or any portion of the 2024 Project, no actions will be taken by the Borrower and the Borrower will not omit to take any actions, which will in any way adversely affect the federal tax-exempt status of the interest on the Bonds;

(e) the Borrower will not make any use of the proceeds of any Bonds, or of any other funds which may be deemed to be proceeds of any such Bonds pursuant to Section 148 of the Code and the Regulations issued under Section 148, which will cause such Bonds to be "arbitrage bonds" within the meaning of such Section and such Regulations, and will comply with the requirements of Section 148 and such Regulations throughout the term of the Bonds;

(f) if the Borrower becomes aware of any situation, event or condition which would result in the interest payable on any Bonds becoming includable in the gross incomes of the Owners thereof for federal income tax purposes, the Borrower will promptly give written notice of such situation, event or condition to the Authority and the Trustee ; and

(g) it will not use or permit the use of all or any portion of the 2024 Project financed or refinanced, in whole or in part, out of the proceeds of the Bonds:

(1) in an unrelated trade or business as defined in Section 513(a) of the Internal Revenue Code, or by any person who is not an organization described in Section 501(c)(3) of the Internal Revenue Code, in either case in such manner or to any extent which could jeopardize the validity of the Bonds or result in the inclusion of interest on the Bonds in gross income for federal income tax purposes;

(2) for sectarian instruction or study or as a chapel or place for devotional activities or religious worship or in connection with any part of a program of a school or

department of divinity of or for any religious denomination or for the training of ministers, priests, rabbis or other similar persons in the field of religion; or

(3) in a manner which is prohibited by the Establishment of Religion Clause of the First Amendment to the Constitution of the United States of America and the decisions of the United States Supreme Court interpreting the same or by any comparable provisions of the Constitution of the State and the decisions of the Florida Supreme Court interpreting the same.

Section 6.12 Assignment By the Borrower. The Borrower shall not assign this Loan Agreement, as a whole or in part, without the prior written consent of the Authority and the Trustee, and the Owners of a majority in principal amount of the Bonds Outstanding, unless such assignment is pursuant to a merger, consolidation or transfer of the Borrower's property substantially as an entirety undertaken in accordance with, and upon fulfillment of the requirements of this Loan Agreement (including but not limited to the provisions of Section 6.11 above).

Section 6.13 Statement as to Compliance. The Borrower shall deliver to the Authority and the Trustee, within 180 calendar days after the end of each fiscal year, an Officer's Certificate, stating, as to each signer thereof, that:

(a) a review of the activities of the Borrower during such fiscal year and of performance under this Loan Agreement has been made under the supervision of the appropriate officers of the Borrower, and

(b) to the best of the signer's knowledge, based on such review, the Borrower has fulfilled all its obligations under this Loan Agreement throughout such fiscal year, or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to him and the nature and status thereof.

Section 6.14 Financial Statements and Other Information. The Borrower shall keep proper books of record and account, in which full and correct entries shall be made of all dealings or transactions of or in relation to the properties, business and affairs of the Borrower in accordance with generally accepted accounting principles.

The Borrower shall at any and all reasonable times, upon the written request of the Authority, the Trustee or the Beneficial Owner at least 2 Business Days in advance and at the expense of the Borrower, permit the Authority, the Trustee or the Beneficial Owner by its representative to enter and inspect the properties, books of account, records, reports and other papers of the Borrower, except donor records, student records, faculty peer review and other personnel records, and any other confidential records, and (at no additional cost to the Borrower) to take copies and extracts therefrom, and will afford and procure a reasonable opportunity to make any such inspection, and the Borrower shall furnish to the Authority, the Trustee or the Beneficial Owner any and all information as the Authority, the Trustee or the Beneficial Owner may reasonably request, and at the expense of the requesting party,

information concerning the Borrower, including such statistical and other operating information requested on a periodic basis, in order to enable the requesting party to make any reports required by law, governmental regulations or the Indenture in connection with any Bonds and to determine whether the covenants, terms and provisions of this Loan Agreement have been complied with by the Borrower.

Section 6.15 Lease or Manager of 2024 Project. The Borrower may, without the consent of the Authority, Trustee or the Owners of the Bonds but subject to the General Limitations and upon the delivery to the Authority and the Trustee of an opinion of Bond Counsel, lease the 2024 Project or any part thereof or enter into an agreement pursuant to which a person or entity other than the Borrower shall manage or operate all or a portion of the 2024 Project or any part thereof; *provided, however*, that:

(a) the Borrower shall nevertheless remain primarily liable to the Authority for the payment of the Loan Payments and all other sums payable by it under this Loan Agreement and for the full performance and observance of all the obligations and conditions of this Loan Agreement; and

(b) notwithstanding any such lease or manager or operator arrangement, the 2024 Project shall continue to qualify as a "project" under the Act and there shall be no violation of the Tax Covenants as a result thereof.

ARTICLE VII DEFAULT AND REMEDIES

Section 7.01 Events of Default. The term "Event of Default," wherever used in this Loan Agreement, means any one of the following events (whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body):

(a) default in the payment of any interest on the Loan when such interest becomes due and payable; or

(b) default in the payment of the principal of (or premium, if any, on) the Loan when the same becomes due and payable (whether at maturity, upon redemption, by acceleration or otherwise); or

(c) default in the performance, or breach, of any covenant or agreement of the Borrower in this Loan Agreement (other than a covenant or agreement a default in the performance or breach of which is specifically dealt with elsewhere in this Section 7.01), and continuance of such default or breach for a period of 60 calendar days after a written notice specifying such default or breach and requiring it to be remedied has been given:

(i) to the Borrower by the Authority or the Trustee; or

(ii) to the Borrower and the Trustee by the Owners of at least 25% in principal amount of the Bonds Outstanding;

provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the Borrower shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(d) any representation or warranty made by the Borrower in this Loan Agreement or in any written statement or certificate furnished to the Authority or the Trustee or the purchaser of any Bond in connection with the sale of any Bond or furnished by the Borrower pursuant to this Loan Agreement proves untrue in any material respect as of the date of the issuance or making thereof and shall not be corrected or brought into compliance within 60 calendar days after a written notice specifying such default or breach and requiring it to be remedied has been given:

(i) to the Borrower by the Authority or the Trustee; or

(ii) to the Borrower and the Trustee by the Owners of at least 25% in principal amount of the Bonds Outstanding;

provided, that if such default cannot be fully remedied within such 60-day period, but can reasonably be expected to be fully remedied, such default shall not constitute an Event of Default if the Borrower shall immediately upon receipt of such notice commence the curing of such default and shall thereafter prosecute and complete the same with due diligence and dispatch; or

(e) the entry of a decree or order by a court having jurisdiction in the premises for relief in respect of the Borrower, or adjudging the Borrower a bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, adjustment or composition of or in respect of the Borrower under the United States Bankruptcy Code or any other applicable federal or state law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of or for the Borrower or any substantial part of its property, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order remains unstayed and in effect for a period of 90 consecutive calendar days; or

(f) the commencement by the Borrower of a voluntary case, or the institution by it of proceedings to be adjudicated a bankrupt or insolvent, or the consent by it to the institution of bankruptcy or insolvency proceedings against it, or the filing by it of a petition or answer or consent seeking reorganization, arrangement or relief under the United States Bankruptcy Code or any other applicable federal or state law, or the consent or acquiescence by it to the filing of any such petition or the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Borrower or any

substantial part of its property, or the making by it of an assignment for the benefit of creditors, or the admission by it in writing of its inability or its failure to pay its debts generally as they become due, or the taking of corporate action by the Borrower in furtherance of any such action; or

(g) the occurrence and continuance of any Event of Default under and as defined in the Indenture; or

(h) failure by the Borrower to pay:

(i) any Rebate Amounts when due; or

(ii) any fees, costs or charges of the Trustee or the Authority with respect to this Loan Agreement, the 2024 Project, or the Bonds, including Attorneys' Fees and the annual fee of the Authority as described in Section 6.08 hereof, within 30 calendar days of the mailing of a statement for such fees, costs or charges to the Borrower by the Trustee or the persons to whom such amounts are owed;

but only if the Authority directs the Trustee in writing to treat such failure as an "Event of Default" hereunder.

Promptly after any officer of the Borrower may reasonably be deemed to have knowledge of a default hereunder, the Borrower will deliver to the Trustee a written notice specifying the nature and period of existence thereof and the action the Borrower is taking and proposes to take with respect thereto.

Section 7.02 Acceleration of Maturity; Rescission and Annulment. Whenever any Event of Default under this Loan Agreement occurs and is continuing, the Authority (in the case of an Event of Default arising under Section 7.01(h) above) or the Trustee (in the case of any Event of Default other than one arising under Section 7.01(h) above) may, and if requested by the Owners of not less than 25% in principal amount of the Bonds Outstanding shall, by written notice to the Borrower and the Authority, declare the principal of the Loan and the interest accrued thereon to be due and payable, and upon any such declaration such principal and interest shall become immediately due and payable.

At any time after such a declaration of acceleration has been made, but before any judgment or decree for payment of money due on the Loan has been obtained by the Trustee as hereinafter in this Article provided, the Authority (in the case of an Event of Default arising under Section 7.01(h) above) or the Trustee (in the case of any Event of Default other than one arising under Section 7.01(h) above) may, by written notice to the Borrower, rescind and annul such declaration and its consequences if

(a) the Borrower has deposited with the Trustee a sum sufficient to pay

(i) all overdue installments of interest on the Loan,

(ii) the principal of (and premium, if any, on) the Loan which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in this Loan Agreement,

(iii) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel; and

(iv) all amounts owing in respect of which an Event of Default has occurred under Section 7.01(h) above; and

(b) all Events of Default, other than the non-payment of the principal of the Loan which have become due solely by such declaration of acceleration, have been cured or have been waived as provided in Section 7.07 of this Loan Agreement.

No such rescission and annulment shall affect any subsequent default or impair any right consequent thereon.

Section 7.03 Exercise of Remedies; Restoration of Positions.

(a) *Exercise of Remedies.* Upon the occurrence and continuance of any Event of Default under this Loan Agreement, unless the same is waived as provided in this Loan Agreement, the Authority (in the case of an Event of Default arising under Section 7.01(h) above) or the Trustee (in the case of any Event of Default other than one arising under Section 7.01(h) above) shall have the following rights and remedies, in addition to any other rights and remedies provided under this Loan Agreement or by law:

(i) *Right to Bring Suit, Etc.* Pursue any available remedy at law or in equity by suit, action, mandamus or other proceeding to enforce the payment and performance by the Borrower of its obligations under this Loan Agreement and compel the performance of the duties and obligations of the Borrower as set forth in this Loan Agreement and to enforce or preserve any other rights or interests of the Trustee under this Loan Agreement existing at law or in equity.

(ii) *Exercise of Remedies at Direction of Bondowners.* In the case of any Event of Default other than one arising under Section 7.01(h) above, if requested in writing to do so by the Owners of not less than 25% in principal amount of Bonds Outstanding and if indemnified as provided in the Indenture, the Trustee shall be obligated to exercise such one or more of the rights and remedies conferred by this Article as the Trustee shall deem most expedient in the interests of the Owners.

(iii) *Application of Security.* Apply the Security and any other moneys received as a result of the enforcement of remedies hereunder or under the Indenture to the payment of the obligations of the Borrower, such application to be in accordance with the priorities set forth in Section 7.07 of the Indenture.

(b) *Restoration of Positions.* If the Trustee or the Authority has instituted any proceeding to enforce any right or remedy under this Loan Agreement by suit, foreclosure, the appointment of a receiver, or otherwise, and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to the Trustee or the Authority (as the case may be), then and in every case the Authority, the Borrower, the Trustee and the Owners shall, subject to any determination in such proceeding, be restored to their former positions and rights hereunder, and thereafter all rights and remedies of the Trustee and the Authority shall continue as though no such proceeding had been instituted.

Section 7.04 Application of Moneys Collected. Any moneys collected by the Trustee pursuant to this Article VII (after the deductions for payment of costs and expenses of proceedings resulting in the collection of such moneys) together with any other sums then held by the Trustee as part of the Security, other than the Rebate Fund and amounts held for Bonds previously redeemed or defeased, shall be applied as provided in the Indenture and, in case of the distribution of such money on account of principal (or premium, if any) or interest on the Bonds, shall be credited against amounts due on the Loan.

Section 7.05 Rights and Remedies Cumulative. No right or remedy herein conferred upon or reserved to the Trustee is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

Section 7.06 Delay or Omission Not Waiver. No delay or omission of the Trustee, the Authority or the Owners to exercise any right or remedy accruing upon an Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or acquiescence therein. Every right and remedy given by this Article or by law to the Trustee, the Authority or the Owners may be exercised from time to time and as often as may be deemed expedient by the Trustee.

Section 7.07 Waiver of Past Defaults. Before any judgment or decree for payment of money due has been obtained by the Trustee or the Authority as provided in this Article VII, the Owners of a majority in principal amount of the Bonds Outstanding may, by written notice delivered to the Trustee, the Authority and the Borrower, waive, on behalf of the Owners of all the Bonds, any past Event of Default hereunder and its consequences, except an Event of Default:

- (a) arising under Section 7.01(a) or (b) above, or
- (b) in respect of a covenant or provision hereof which under Article IX of the Indenture cannot be modified or amended without the consent of the Owner of each Outstanding Bond affected, or

(c) any Event of Default arising under Section 7.01(h) above, which may only be waived by the Authority.

No waiver of an Event of Default hereunder shall be effective hereunder unless and until the same is reduced to a writing signed by a representative of the Person having the right hereunder to waive the Event of Default in question.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Loan Agreement; but no such waiver shall extend to or affect any subsequent or other Event of Default or impair any right or remedy consequent thereon.

Section 7.08 Advances by Trustee. If the Borrower fails to make any payment or perform any of its covenants in this Loan Agreement, the Trustee may, at any time and from time to time, use and apply any moneys held by it under the Indenture, other than the Rebate Fund, any amounts held by the Trustee for Bonds previously redeemed, and any cash or investment securities held by the Trustee for defeasance of the Bonds pursuant to Section 1001 of the Indenture, or make advances, to effect payment or performance of any such covenant on behalf of the Borrower. The Trustee shall not be required to expend any of its own funds for such purposes. All moneys so used or advanced by the Trustee, together with interest at the Trustee's or its affiliate's announced prime rate per annum, shall be repaid by the Borrower upon demand and such advances shall be secured under the Indenture prior to the Bonds. For the repayment of all such advances the Trustee shall have the right to use and apply any moneys at any time held by it under the Indenture, other than the Rebate Fund, any amounts held by the Trustee for Bonds previously redeemed, and any cash or investment securities held by the Trustee for defeasance of the Bonds pursuant to Section 1001 of the Indenture, but no such use of moneys or advance shall relieve the Borrower from any default hereunder.

ARTICLE VIII SUPPLEMENTAL LOAN AGREEMENTS

Section 8.01 Supplements to Loan Agreement Governed by the Indenture. This Loan Agreement may only be modified, amended or supplemented in accordance with the applicable terms, provisions and conditions set forth in Article IX of the Indenture.

The Trustee may, but shall not be obligated to, consent to any such Supplemental Loan Agreement which affects the Trustee's own rights, duties or immunities under this Loan Agreement or otherwise.

Any Rating Service must receive notice of each amendment and a copy thereof at least 15 calendar days in advance of its execution or adoption.

Section 8.02 Effect of Supplemental Loan Agreements. Upon the execution of any Supplemental Loan Agreement in accordance with this Article and the applicable provisions of the Indenture, this Loan Agreement shall be modified in accordance therewith and such

Supplemental Loan Agreement shall form a part of this Loan Agreement for all purposes; and the Borrower, the Authority, the Trustee and every Owner of Bonds theretofore or thereafter authenticated and delivered under the Indenture shall be bound thereby.

Section 8.03 Reference in Bonds to Supplemental Loan Agreements. Bonds authenticated and delivered after the effective date of any Supplemental Loan Agreement pursuant to this Article VIII may, and if required by the Authority shall, bear a notation in form approved by the Trustee as to any matter provided for in such Supplemental Loan Agreement. If the Authority shall so determine, new Bonds so modified as to conform, in the opinion of the Authority, to any such Supplemental Loan Agreement may be prepared and executed by the Authority and authenticated and delivered by the Trustee in exchange for Outstanding Bonds.

ARTICLE IX TERM AND TERMINATION OF LOAN AGREEMENT

Section 9.01 Term and Termination; Survival of Certain Obligations. The Term of this Loan Agreement shall commence upon the issuance and delivery of the Bonds by the Authority. Except as otherwise expressly provided herein, this Loan Agreement shall expire upon payment in full of all amounts owing under the Bonds, the Indenture and this Loan Agreement.

Notwithstanding the foregoing or anything else expressed or implied herein to the contrary, the Borrower's obligations under Sections 4.03(a), 4.03(b), 4.03(c), 6.08 and 6.09 hereof shall survive any expiration or termination of this Loan Agreement.

ARTICLE X MISCELLANEOUS PROVISIONS

Section 10.01 Covenants under Transaction Documents. The Borrower shall deliver to the Trustee all reports, opinions and other documents required by this Loan Agreement and the Indenture and all other Transaction Documents to be submitted to the Trustee at the times required by this Loan Agreement and the Indenture and all other Transaction Documents, and the Borrower shall perform or cause to be performed all covenants and agreements required on the part of the Borrower contained in this Loan Agreement and the Indenture and any other Transaction Documents. This Loan Agreement, the Indenture and all other Transaction Documents shall be delivered to and held by the Trustee.

Section 10.02 Further Assurances. The Borrower will do, execute, acknowledge and deliver such further acts, instruments, financing statements and assurances as may be reasonably required for accomplishing the purposes of the Indenture and this Loan Agreement.

Section 10.03 Payments Due on Saturdays, Sundays and Holidays. If the day for any payment due under this Loan Agreement is not a Business Day, then such payment may be made on the next succeeding Business Day without additional interest and with the same force and effect as if made on the specified date for payment.

Section 10.04 Notices. It shall be sufficient service of any notice, request, complaint, demand or other paper required by this Loan Agreement to be given to or filed with the Authority, the Trustee, the Borrower or the Owners of the Bonds if the same is given or filed in the manner and at the addresses specified in the Indenture.

Section 10.05 Limitation of Authority's Liability. The Borrower acknowledges and agrees that the Authority is entering into this Loan Agreement and the Indenture and is issuing the Bonds and making the Loan at the request of and for the benefit of the Borrower, and not for the Authority's own benefit. As a condition to the Authority's willingness to enter into this Loan Agreement and the Indenture and issue the Bonds and make the Loan for the benefit of the Borrower, the Authority has required that its liability hereunder and under the Indenture and the Bonds be strictly limited as provided herein, in the Indenture and the Bonds.

No agreements or provisions contained herein nor any agreement, covenant or undertaking of the Authority contained in any Transaction Document executed by the Authority in connection with the issuance, sale and delivery of the Bonds shall give rise to any pecuniary liability of the Authority or a general obligation of or a charge against its general credit or shall obligate the Authority financially in any way, except with respect to the Security pledged to the payment of the Bonds, and the application thereof as provided under the Indenture. No failure of the Authority to comply with any term, covenant or agreement herein or in any Transaction Document executed by the Authority in connection with the Bonds shall subject the Authority to any pecuniary charge or liability except to the extent that the same can be paid or recovered from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Authority for any failure to comply with any term, condition, covenant or agreement herein or in the Indenture; *provided*, that no costs, expenses or other monetary relief shall be recoverable from the Authority except as may be payable from the funds available hereunder or under the Indenture and pledged to the payment of the Bonds.

Notwithstanding any other provision of this Loan Agreement or any other Transaction Document:

(a) the Authority shall not be required to take action under this Loan Agreement unless the Authority:

(i) is requested in writing by an appropriate Person to take such action, and

(ii) is assured of payment of or reimbursement for any expense incurred in taking such action, and

(b) except with respect to any action for specific performance or any action in the nature of a prohibitory or mandatory injunction, neither the Authority nor any Authority's Agent shall be liable to the Borrower, the Trustee or any other Person for any action taken by the

Authority or the Authority's Agents, or for any failure to take action under this Loan Agreement or the Indenture.

In acting under this Loan Agreement, or in refraining from acting under this Loan Agreement, the Authority may conclusively rely on the advice of its counsel.

No recourse shall be had for the payment of the principal of or premium or interest on the Loan or for any claim based thereon or upon any representation, obligation, covenant or agreement in this Loan Agreement contained against any past, present or future officer, member, trustee, director, employee or agent (including but not limited to the Authority's Agents) of the Authority or the Borrower, or, respectively, of any successor public or private corporation thereto, as such, either directly or through the Authority, the Borrower, or respectively, any successor public or private corporation thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, members, trustees, directors, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Loan Agreement.

Section 10.06 No Violations of Law. Any other term or provision in this Loan Agreement to the contrary notwithstanding:

- (a) in no event shall this Loan Agreement be construed as:
 - (i) depriving the Authority of any right or privilege; or
 - (ii) requiring the Authority or any member, agent, employee, representative or advisor of the Authority to take or omit to take, or to permit or suffer the taking of, any action by itself or by anyone else,

which deprivation or requirement would violate, or result in the Authority's being in violation of the Act or any other applicable state or federal law; and

- (b) at no time and in no event will the Borrower permit, suffer or allow any of the proceeds of the Loan to be transferred to any Person in violation of, or to be used in any manner which is prohibited by, the Act or any other state or federal law.

Section 10.07 Benefit of Loan Agreement. This Loan Agreement shall inure to the benefit of the Authority and the Borrower and shall be binding upon the Authority and the Borrower and their respective successors and assigns. Nothing in this Loan Agreement or in the Indenture or the Bonds, express or implied, shall give to any Person, other than the parties hereto and their successors and assigns, any benefit or any legal or equitable right, remedy or claim under this Loan Agreement.

Section 10.08 Severability. If any provision in this Loan Agreement, the Indenture or the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 10.09 Counterparts. This Loan Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

Section 10.10 Borrower Bound by Indenture. The Indenture has been submitted to the Borrower for examination, and the Borrower, by execution of this Loan Agreement, acknowledges and agrees that it has participated in the preparation of the Indenture and agrees that it has approved the Indenture and agrees that it is bound by and shall have the rights and duties set forth by the terms and conditions thereof and covenants and agrees to perform all obligations required of the Borrower pursuant to the terms of the Indenture.

Section 10.11 Captions and Table of Contents. The captions or headings and the Table of Contents in this Loan Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Loan Agreement.

Section 10.12 Applicable Law; Venue. This Loan Agreement shall be construed under the laws of the State of Florida. The parties hereby agree that the courts of the State of Florida in Orange County, Florida, shall have exclusive jurisdiction over any claim, action, suit or proceeding (collectively, a "Claim") brought by or against the Authority under this Loan Agreement or the Indenture or in any way relating to the Bonds, the Loan or the transactions contemplated hereby (except when the location of any tangible collateral constituting a part of the Security requires that the Claim be brought in a court of the State of Florida other than one located in Orange County, Florida, in which event such other court of the State of Florida shall have exclusive jurisdiction over such Claim); *provided*, that if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively in the United States District Court for the Middle District of Florida. In no event shall this Section be construed as a waiver by the State of Florida of any form of defense or immunity, whether it is sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States of America or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive *in personam* jurisdiction of such courts and waives any and all objections it might have thereto.

Section 10.13 No Limitations on Actions of Authority In Exercise of its Governmental Powers. Nothing in this Loan Agreement, the Indenture or the other Transaction Documents is intended, nor shall it be construed, to in any way limit the actions of the Authority in the exercise of its corporate powers. It is the express intention of the parties hereto that the Authority shall retain the full right and ability to exercise its corporate powers with respect to the Borrower, the 2024 Project, the Trustee, the Owners of the Bonds or the transactions contemplated by this Loan Agreement, the Indenture and the other Transaction Documents to the same extent as if it were not a party to this Loan Agreement, the Indenture, any of the other

Transaction Documents or the transactions contemplated thereby, and in no event shall the Authority have any liability in contract arising under this Loan Agreement, the Indenture or the other Transaction Documents by virtue of any exercise of its governmental powers.

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IN WITNESS WHEREOF, the Authority and Borrower have caused this Loan Agreement to be executed by their duly authorized officers, as of the day and year first above written.

**HIGHER EDUCATIONAL FACILITIES
FINANCING AUTHORITY**

By: _____
Name: Joseph C. Berardinelli
Title: Chair

ATTEST:

By: _____
Name: Timothy H. Czerniec
Title: Executive Director

ROLLINS COLLEGE

(SEAL)

By: _____

Name: Edward A. Kania

Title: Vice President for Business and
Finance and Treasurer

ATTEST:

By: _____

Name: Dr. Lorraine M. Kyle

Title: Assistant Secretary

EXHIBIT A

2024 Project

The 2024 Project being financed or refinanced out of the proceeds of the Bonds consist of the acquisition, construction, renovation, equipping and furnishing of various capital improvements located on, or in close proximity to, the main campus of the Borrower in Winter Park, Florida, as described below:

The acquisition, construction, and equipping of (i) a 297 bed residence hall that will feature academic classrooms, a campus security facility, a cafe, and a computer lounge, (ii) a tennis complex, and (iii) other capital improvements to the educational facilities of the Borrower that are essential or convenient for the operations of the Borrower, all located or to be located at the main campus of the Borrower, and other costs and expenses of the issue as authorized by Section 243.52(4), Florida Statutes.

APPENDIX E

FORM OF CONTINUING DISCLOSURE AGREEMENT

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CONTINUING DISCLOSURE AGREEMENT

by and between

ROLLINS COLLEGE

and

DIGITAL ASSURANCE CERTIFICATION, L.L.C.

relating to:

HIGHER EDUCATIONAL FACILITIES FINANCING AUTHORITY

\$79,910,000

REVENUE BONDS

(ROLLINS COLLEGE PROJECT)

SERIES 2024

Dated as of October 31, 2024

This **CONTINUING DISCLOSURE AGREEMENT** (this "Disclosure Agreement") dated as of October 31, 2024, is executed and delivered by **ROLLINS COLLEGE**, a private not-for-profit educational institution organized and existing under the laws of the State of Florida (the "College") and **DIGITAL ASSURANCE CERTIFICATION, L.L.C.**, a limited liability company duly organized and existing under the laws of the State of Florida, and any successor dissemination agent serving hereunder pursuant to Section 11 hereof (the "Dissemination Agent" or "DAC").

RECITALS:

A. Contemporaneous with the execution and delivery of this Disclosure Agreement, the Higher Educational Facilities Financing Authority (the "Issuer") issued and delivered \$79,910,000 in aggregate principal amount of its Revenue Bonds (Rollins College Project), Series 2024 (the "Series 2024 Bonds"), pursuant to: (a) the Higher Educational Facilities Financing Act, Chapter 243, Part II, Florida Statutes (the "Act"), and (b) that certain Trust Indenture dated as of October 1, 2024 (the "Indenture"), by and between the Issuer and U.S. Bank Trust Company, National Association, as trustee, as supplemented and amended.

B. The Series 2024 Bonds are payable solely from the Security as set forth in the Indenture, which primarily includes the revenues derived by the Issuer under that certain Loan Agreement dated as of October 1, 2024 (the "Loan Agreement") between the Issuer and the College related to the Series 2024 Bonds.

C. Proceeds of the Series 2024 Bonds will be loaned to the College to: (a) finance the 2024 Project and (b) pay certain costs of issuance related to the Series 2024 Bonds.

D. The Issuer and the College authorized the preparation and distribution of the Preliminary Official Statement dated October 7, 2024, with respect to the Series 2024 Bonds, as supplemented by the Supplement to Preliminary Official Statement dated October 14, 2024 (collectively, the "Preliminary Official Statement") and, on or before the date of the Preliminary Official Statement, the Issuer and the College deemed that the Preliminary Official Statement was final within the meaning of the Rule (as defined herein).

E. The Issuer and the College authorized the preparation and distribution of the Official Statement dated October 17, 2024 with respect to the Series 2024 Bonds (the "Official Statement").

F. As a condition precedent to the initial purchase of the Series 2024 Bonds by the Participating Underwriter in accordance with the terms of the Bond Purchase Agreement, dated October 17, 2024, among the Participating Underwriter (as hereinafter defined), the Issuer and the College, and in compliance with the Participating Underwriter's obligations under the Rule, the College has agreed to undertake for the benefit of the holders of the Series 2024 Bonds, to provide certain annual financial information and notice of the occurrence of certain events as set forth herein and in the continuing disclosure undertakings of the College.

NOW THEREFORE, in consideration of the purchase of the Series 2024 Bonds by the Participating Underwriter and the mutual promises and agreements made herein, the receipt and sufficiency of which consideration is hereby mutually acknowledged, the College and the Dissemination Agent do hereby certify and agree as follows:

Section 1. Incorporation of Recitals. The above recitals are true and correct and are incorporated into and made a part hereof.

Section 2. Definitions.

(a) For the purposes of this Disclosure Agreement, all capitalized terms used, but not otherwise defined herein shall have the meanings ascribed thereto in the Indenture and the Official Statement, as applicable.

(b) In addition to the terms defined elsewhere herein, the following terms shall have the following meanings for the purposes of this Disclosure Agreement:

"Actual Knowledge" as used herein, and for the purposes hereof, a party shall be deemed to have "actual knowledge" of the occurrence of any event only if and to the extent the individual or individuals employed by such party and directly responsible for the administration of this Disclosure Agreement on behalf of such party have actual knowledge of or receive written notice of the occurrence of such event.

"Annual Filing" means any annual report provided by the College, pursuant to and as described in Sections 4 and 6 hereof.

"Annual Filing Date" means the date, set forth in Sections 4(a) and 4(e) hereof, by which the Annual Filing is to be filed with the MSRB.

"Annual Financial Information" means annual financial information as such term is used in paragraph (f)(9) of the Rule and specified in Section 6(a) hereof.

"Audited Financial Statements" means the financial statements (if any) of the College for the prior Fiscal Year prepared in accordance with generally accepted accounting principles, as in effect from time to time, and audited by an independent certified public accountant in conformity with generally accepted accounting principles.

"Beneficial Owner" means any beneficial owner of the Series 2024 Bonds. Beneficial ownership is to be determined consistent with the definition thereof contained in Rule 13d-3 of the SEC, or, in the event such provisions do not adequately address the situation at hand (in the opinion of nationally recognized bond counsel), beneficial ownership is to be determined based upon ownership for federal income tax purposes.

"Business Day" means a day other than a Saturday or a Sunday or a day on which banks are authorized or required by law to close.

"Disclosure Representative" means the Vice President for Finance and Business Services, and Treasurer of the College or his or her designee, or such other person as the College shall designate in writing to the Dissemination Agent from time to time as the person responsible for providing Information to the Dissemination Agent.

"EMMA" means the Electronic Municipal Market Access system, a service of the MSRB, or any successor thereto.

"Filing" means, as applicable, any Annual Filing, Notice Event Filing, Voluntary Filing or any other notice or report made public under this Disclosure Agreement.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a 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 Municipal Securities Rulemaking Board consistent with the Rule.

"Fiscal Year" means the fiscal year of the College, which currently is the twelve month period beginning June 1 and ending on May 31 of the following year or any such other twelve month period designated by the College, from time to time, to be its fiscal year.

"Information" means the Annual Financial Information, the Audited Financial Statements (if any), the Notice Event Filings, and the Voluntary Filings.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, as amended.

"Notice Event" means an event listed in Sections 5(a) and 5(b) hereof.

"Notice Event Filing" shall have the meaning specified in Section 5(c) hereof.

"Obligated Person" means the College and any person who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Series 2024 Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). The College confirms that as of the date hereof it is an Obligated Person with respect to the Series 2024 Bonds.

"Participating Underwriter" means the original purchaser of the Series 2024 Bonds required to comply with the Rule in connection with the offering of the Series 2024 Bonds.

"Repository" means each entity authorized and approved by the SEC from time to time to act as a repository for purposes of complying with the Rule. The repositories currently approved by the SEC as of the date hereof may be found by visiting the SEC's website at <http://www.sec.gov/info/municipal/nrmsir.htm>. As of the date hereof, the only Repository

recognized by the SEC for such purpose is the MSRB, which currently accepts continuing disclosure filings through the EMMA website at <http://emma.msrb.org>.

"Rule" means Rule 15c2-12 of the SEC promulgated pursuant to the Securities Exchange Act of 1934, as the same may be amended from time to time.

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

"Third-Party Beneficiary" shall have the meaning specified in Section 3(b) hereof.

"Unaudited Financial Statements" means the financial statements (if any) of the College for the prior Fiscal Year which have not been certified by an independent auditor.

"Voluntary Filing" means the information provided to the Dissemination Agent by the College pursuant to Section 8 hereof.

Section 3. Scope of this Disclosure Agreement.

(a) The College has agreed to enter into this Disclosure Agreement and undertake the disclosure obligations hereunder, at the request of the Participating Underwriter and as a condition precedent to the Participating Underwriter's original purchase of the Series 2024 Bonds, in order to assist the Participating Underwriter with compliance with the Rule. The disclosure obligations of the College under this Disclosure Agreement relate solely to the Series 2024 Bonds. Such disclosure obligations are not applicable to any other securities issued or to be issued by the Issuer, whether issued for the benefit of the College or otherwise, nor to any other securities issued by or on behalf of the College.

(b) Neither this Disclosure Agreement, nor the performance by the College or the Dissemination Agent of their respective obligations hereunder, shall create any third-party beneficiary rights, shall be directly enforceable by any third-party, or shall constitute a basis for a claim by any person except as expressly provided herein and except as required by law, including, without limitation, the Rule; *provided, however*, that the Participating Underwriter and each Beneficial Owner are hereby made third-party beneficiaries hereof (collectively, and each respectively, a "Third-Party Beneficiary") and shall have the right to enforce the obligations of the parties hereunder pursuant to Section 9 hereof.

(c) This Disclosure Agreement shall terminate upon: (i) the defeasance, redemption or payment in full of all Series 2024 Bonds, in accordance with the Indenture, as amended, or (ii) the delivery of an opinion of counsel expert in federal securities laws retained by the College to the effect that continuing disclosure is no longer required under the Rule as to the Series 2024 Bonds.

Section 4. Annual Filings.

(a) The College shall provide, annually, an electronic copy of the Annual Filing to the Dissemination Agent on or before the Annual Filing Date. Promptly upon receipt of an electronic copy of the Annual Filing, the Dissemination Agent shall provide the Annual Filing to the Repository, in an electronic format as prescribed by the MSRB. The Annual Filing Date shall be not later than the November 30th immediately following the preceding Fiscal Year ended May 31, commencing with the Fiscal Year ending May 31, 2025. If November 30th falls on a day that is not a Business Day, the Annual Filing will be due on the first Business Day thereafter. Such date and each anniversary thereof is the Annual Filing Date. The Annual Filing may be submitted as a single document or as separate documents composing a package, and may cross-reference other information as provided in Section 6 hereof.

(b) If on the second Business Day prior to the Annual Filing Date, the Dissemination Agent has not received a copy of the Annual Filing, the Dissemination Agent shall contact the Disclosure Representative by telephone and in writing (which may be by email) to remind the College of its undertaking to provide the Annual Filing pursuant to Section 4(a) hereof. Upon such reminder, the Disclosure Representative shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Filing no later than 6:00 p.m. on the Annual Filing Date (or if such Annual Filing Date is not a Business Day, then the first Business Day thereafter), or (ii) instruct the Dissemination Agent in writing as to the status of the Annual Filing within the time required under this Disclosure Agreement, and state the date by which the Annual Filing for such year is expected to be provided. If the Dissemination Agent has not received either (i) the Annual Filing by 6:00 p.m. on the Annual Filing Date, or (ii) notice from the College that it intends to deliver the Annual Filing to the Dissemination Agent by 11:59 p.m. on the Annual Filing Date, the College hereby irrevocably directs the Dissemination Agent, and the Dissemination Agent agrees, to immediately send an Notice Event Filing to the Repository the following Business Day in substantially the form attached hereto as Exhibit A without reference to the anticipated filing date for the Annual Filing.

(c) If the Audited Financial Statements are not available prior to the Annual Filing Date, the College shall provide the Unaudited Financial Statements and when the Audited Financial Statements are available, provide in a timely manner an electronic copy to the Dissemination Agent for filing with the Repository.

(d) The Dissemination Agent shall:

(i) upon receipt and no later than the Annual Filing Date, promptly file each Annual Filing received under Section 4(a) hereof with the Repository in an electronic format as prescribed by the MSRB;

(ii) upon receipt and no later than the Annual Filing Date, promptly file each Audited Financial Statement or Unaudited Financial Statement received under Sections

4(a) and 4(c) hereof with the Repository in an electronic format as prescribed by the MSRB;

(iii) provide the College evidence of the filings of each of the above when made, which shall be made by means of the DAC system, for so long as DAC is the Dissemination Agent under this Disclosure Agreement.

(e) The College may adjust the Annual Filing Date upon change of its Fiscal Year by providing written notice of such change and the new Annual Filing Date to the Dissemination Agent and the Repository, *provided* that the period between the existing Annual Filing Date and new Annual Filing Date shall not exceed one (1) year.

(f) Each Annual Filing shall contain the information set forth in Section 6 hereof.

Section 5. Reporting of Notice Events.

(a) In accordance with the Rule, the College or the Dissemination Agent shall file a Notice Event Filing with the Repository, in the appropriate format required by the MSRB and in a timely manner not in excess of ten (10) Business Days after the occurrence of any of the following Notice Events with respect to the Series 2024 Bonds:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers or their failure to perform;
- (vi) 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 Series 2024 Bonds, or other material events affecting the tax status of the Series 2024 Bonds;
- (vii) Modifications to rights of holders, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;

(x) Release, substitution or sale of property securing repayment of the Series 2024 Bonds, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or a similar proceeding on the part of an Obligated Person. Such an event is considered to have occurred when there is an appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person;

(xiii) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of an Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

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

(xv) Incurrence of a Financial Obligation of an Obligated Person, if material, or agreement to covenants, events of default, remedies, priority rights or other similar terms of a Financial Obligation of an Obligated Person, any of which affect Holders, if material; or

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

(b) In accordance with the Rule, the College or the Dissemination Agent shall file a Notice Event Filing with the Repository, in the appropriate format required by the MSRB and in a timely manner, after the occurrence of a failure of the College to provide the Annual Filing on or before the Annual Filing Date.

(c) The College shall promptly notify the Dissemination Agent in writing upon having Actual Knowledge of the occurrence of a Notice Event; *provided, however*, that to the extent any such Notice Event has been previously and properly disclosed by or on behalf of the College, the College shall not be required to provide additional notice of such Notice Event in accordance with this subsection. Such notice shall instruct the Dissemination Agent

to immediately report the occurrence pursuant to Section 5(e) hereof. Such notice shall be accompanied with the text of the disclosure that the College desires to make (each a "Notice Event Filing"), the written authorization of the College for the Dissemination Agent to disseminate such information, and the date on which the College desires the Dissemination Agent to disseminate the information.

(d) The Dissemination Agent is under no obligation to notify the College or the Disclosure Representative of an event that may constitute a Notice Event. In the event the Dissemination Agent so notifies the Disclosure Representative, the Disclosure Representative will instruct the Dissemination Agent that (i) a Notice Event has not occurred and no filing is to be made, or (ii) a Notice Event has occurred and provide the Dissemination Agent with the Notice Event Filing and the date the Dissemination Agent should file the Notice Event Filing.

(e) The Dissemination Agent shall upon receipt, and no later than the required filing date, promptly file each Notice Event Filing received under Sections 5(a) and 5(b) hereof, with the Repository in an electronic format as prescribed by the MSRB.

Section 6. Content of Annual Filings.

(a) Each Annual Filing shall contain the following annual financial information as set forth in the Official Statement:

(i) the table entitled "Rollins College Enrollment by Levels and Programs Full-Time Equivalent" under the heading "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE - ACADEMIC PROGRAMS, ADMISSIONS AND ENROLLMENT - Student Demand Data;"

(ii) the table entitled "Rollins College First-Time/First-Year Applications, Admissions and Enrollments" under the heading "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE - ACADEMIC PROGRAMS, ADMISSIONS AND ENROLLMENT - Student Demand Data;"

(iii) the table entitled "Rollins College Geographic Origin of Student Body" under the heading "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE - ACADEMIC PROGRAMS, ADMISSIONS AND ENROLLMENT - Student Demand Data;"

(iv) the table entitled "Rollins College Undergraduate Tuition, Fees and Annual Room and Board Undergraduate Day Programs" under the heading "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE - ACADEMIC PROGRAMS, ADMISSIONS AND ENROLLMENT - Tuition, Fees, Room and Board;"

(v) the table entitled "Rollins College Hamilton Holt School Cost of Attendance" under the heading "APPENDIX A - GENERAL INFORMATION

REGARDING ROLLINS COLLEGE - ACADEMIC PROGRAMS, ADMISSIONS AND ENROLLMENT - Tuition, Fees, Room and Board;"

(vi) the table entitled "Rollins College Crummer Graduate School of Business Cost of Attendance" under the heading "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE - ACADEMIC PROGRAMS, ADMISSIONS AND ENROLLMENT - Tuition, Fees, Room and Board;" and

(vii) the table entitled "Rollins College Source of Financial Aid" under the heading "APPENDIX A - GENERAL INFORMATION REGARDING ROLLINS COLLEGE - ACADEMIC PROGRAMS, ADMISSIONS AND ENROLLMENT - Student Financial Aid."

(b) If available at the time of such filing, the Audited Financial Statements for the prior Fiscal Year. If the Audited Financial Statements are not available by the time the Annual Filing is required to be filed pursuant to Section 4(a) hereof, the Annual Filing shall contain Unaudited Financial Statements of the College prepared in accordance with generally accepted accounting principles, as in effect from time to time, and the Audited Financial Statements shall be filed in the same manner as the Annual Filing when they become available. The Audited Financial Statements (if any) will be provided pursuant to Section 4(c) hereof.

(c) Any or all of the items listed above may be included by specific reference to documents previously filed with the Repository or the SEC, including, but not limited to, official statements of debt issues with respect to which the College is an Obligated Person. If the document incorporated by reference is a final official statement, it must be available from the Repository. The College will clearly identify each such document so incorporated by reference.

Section 7. Responsibility for Content of Reports and Notices.

(a) The College shall be solely responsible for the content of each Filing (or any portion thereof) provided to the Dissemination Agent pursuant to this Disclosure Agreement.

(b) Each Filing distributed by the Dissemination Agent pursuant to Section 4 or 5 hereof shall be in a form suitable for distributing publicly and shall contain the CUSIP numbers of the Series 2024 Bonds and such other identifying information prescribed by the MSRB from time to time. Each Notice Event Filing shall be in substantially the form set forth in Exhibit A attached hereto. If an item of information contained in any Filing pursuant to this Disclosure Agreement would be misleading without additional information, the College shall include such additional information as a part of such Filing as may be necessary in order that the Filing will not be misleading in light of the circumstances under which it is made.

(c) Any report, notice or other filing to be made public pursuant to this Disclosure Agreement may consist of a single document or separate documents composing a package and may incorporate by reference other clearly identified documents or specified portions thereof

previously filed with the Repository or the SEC; *provided* that any final official statement incorporated by reference must be available from the Repository.

(d) Notwithstanding any provision herein to the contrary, nothing in this Disclosure Agreement shall be construed to require the College or the Dissemination Agent to interpret or provide an opinion concerning information made public pursuant to this Disclosure Agreement.

(e) Notwithstanding any provision herein to the contrary, the College shall not make public, or direct the Dissemination Agent to make public, information which is not permitted to be publicly disclosed under any applicable data confidentiality or privacy law or other legal requirement.

Section 8. Voluntary Filings.

(a) The College may instruct the Dissemination Agent to file information with the Repository, from time to time.

(b) Nothing in this Disclosure Agreement shall be deemed to prevent the College from disseminating any other information through the Dissemination Agent using the means of dissemination set forth in this Disclosure Agreement or including any other information in any Annual Filing, Annual Financial Statement, Voluntary Filing or Notice Event Filing, in addition to that required by this Disclosure Agreement. If the College chooses to include any information in any Annual Filing, Annual Financial Statement, Voluntary Filing or Notice Event Filing in addition to that which is specifically required by this Disclosure Agreement, the College shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Filing, Annual Financial Statement, Voluntary Filing or Notice Event Filing.

(c) Notwithstanding the foregoing provisions of this Section 8, the College is under no obligation to provide any Voluntary Filing.

(d) The Dissemination Agent shall upon receipt promptly file each Voluntary Filing received with the Repository in an electronic format as prescribed by the MSRB.

Section 9. Defaults; Remedies.

(a) A party shall be in default of its obligations hereunder if it fails or refuses to carry out or perform its obligations hereunder for a period of five (5) Business Days following notice of default given in writing to such party by any other party hereto or by any Third Party Beneficiary hereof, unless such default is cured within such five (5) Business Day notice period. An extension of such five (5) Business Day cure period may be granted for good cause (in the reasonable judgment of the party granting the extension) by written notice from the party who gave the default notice.

(b) If a default occurs and continues beyond the cure period specified above, any nondefaulting party or any Third-Party Beneficiary may seek specific performance of the defaulting party's obligations hereunder as the sole and exclusive remedy available upon any such default, excepting, however, that the party seeking such specific performance may recover from the defaulting party any reasonable attorneys' fees and expenses incurred in the course of enforcing this Disclosure Agreement as a consequence of such default. Each of the parties hereby acknowledges that monetary damages will not be an adequate remedy at law for any default hereunder, and therefore agrees that the exclusive remedy of specific performance shall be available in proceedings to enforce this Disclosure Agreement.

(c) Notwithstanding any provision of this Disclosure Agreement, the Indenture or the Loan Agreement to the contrary, no default under this Disclosure Agreement shall constitute a default or event of default under the Indenture or the Loan Agreement.

Section 10. Amendment or Modification.

(a) This Disclosure Agreement shall not be amended or modified except as provided in this Section. No modification, amendment, alteration or termination of all or any part of this Disclosure Agreement shall be construed to be, or operate as, altering or amending in any way the provisions of the Indenture.

(b) Notwithstanding any other provision of this Disclosure Agreement, the College may amend this Disclosure Agreement and any provision of this Disclosure Agreement may be waived, if: (i) such amendment or waiver is made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the obligor on the Series 2024 Bonds, or type of business conducted by such obligor; (ii) such amendment or waiver does not materially impair the interests of the Beneficial Owners of the Series 2024 Bonds, as determined either by an unqualified opinion of counsel expert in federal securities laws retained by the College or by the approving vote of a majority of the Beneficial Owners of the Series 2024 Bonds outstanding at the time of such amendment or waiver; and (iii) such amendment or waiver is supported by an opinion of counsel expert in federal securities laws retained by the College, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule, as well as any change in circumstances. If any provision of Section 6 hereof is amended or waived, the first Annual Filing containing any amended, or omitting any waived, operating data or financial information shall explain, in narrative form, the reasons for the amendment or waiver and the impact of the change in the type of operating data or financial information being provided.

(c) If the provisions of this Disclosure Agreement specifying the accounting principles to be followed in preparing the College 's financial statements are amended or waived, the Annual Filing for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new

accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to the Beneficial Owners of the Series 2024 Bonds to enable them to evaluate the ability of the College to meet its obligations. To the extent reasonably feasible, the comparison shall also be quantitative. The College will file a notice of the change in the accounting principles with the Repository on or before the effective date of any such amendment or waiver.

(d) Notwithstanding the foregoing, the Dissemination Agent shall not be obligated to agree to any amendment expanding its duties or obligations hereunder without its consent thereto.

(e) The College shall prepare or cause to be prepared a notice of any such amendment or modification and shall direct the Dissemination Agent to make such notice public in accordance with Section 8 hereof.

Section 11. Agency Relationship.

(a) The Dissemination Agent agrees to perform such duties, but only such duties, as are specifically set forth in this Disclosure Agreement, and no implied duties or obligations of any kind shall be read into this Disclosure Agreement with respect to the Dissemination Agent. The Dissemination Agent may conclusively rely, as to the truth, accuracy and completeness of the statements set forth therein, upon all notices, reports, certificates or other materials furnished to the Dissemination Agent pursuant to this Disclosure Agreement, and in the case of notices and reports required to be furnished to the Dissemination Agent pursuant to this Disclosure Agreement, the Dissemination Agent shall have no duty whatsoever to examine the same to determine whether they conform to the requirements of this Disclosure Agreement.

(b) The Dissemination Agent shall not be liable for any error of judgment made in good faith by a responsible officer or officers of the Dissemination Agent unless it shall be proven that the Dissemination Agent engaged in negligent conduct or willful misconduct in ascertaining the pertinent facts related thereto.

(c) The Dissemination Agent shall perform its rights and duties under this Disclosure Agreement using the same standard of care as a prudent person would exercise under the circumstances, and the Dissemination Agent shall not be liable for any action taken or failure to act in good faith under this Disclosure Agreement unless it shall be proven that the Dissemination Agent was negligent or engaged in willful misconduct.

(d) The Dissemination Agent may perform any of its duties hereunder by or through attorneys or agents selected by it with reasonable care, and shall be entitled to the advice of counsel concerning all matters arising hereunder, and may in all cases pay such reasonable compensation as it may deem proper to all such attorneys and agents. The Dissemination Agent shall be responsible for the acts or negligence of any such attorneys, agents or counsel.

(e) None of the provisions of this Disclosure Agreement or any notice or other document delivered in connection herewith shall require the Dissemination Agent to advance, expend or risk its own funds or otherwise incur financial liability in the performance of any of the Dissemination Agent's duties or rights under this Disclosure Agreement.

(f) The Dissemination Agent may resign at any time by giving at least ninety (90) days prior written notice thereof to the College. The Dissemination Agent may be removed for good cause at any time by written notice to the Dissemination Agent from the College, *provided* that such removal shall not become effective until a successor dissemination agent has been appointed by the College under this Disclosure Agreement.

(g) In the event the Dissemination Agent shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of the Dissemination Agent for any reason, the College shall promptly appoint a successor. Notwithstanding any provision to the contrary in this Disclosure Agreement or elsewhere, the College may appoint itself to serve as Dissemination Agent hereunder.

(h) Any company or other legal entity into which the Dissemination Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which the Dissemination Agent may be a party or any company to whom the Dissemination Agent may sell or transfer all or substantially all of its agency business shall be the successor dissemination agent hereunder without the execution or filing of any paper or the performance of any further act and shall be authorized to perform all rights and duties imposed upon the Dissemination Agent by this Disclosure Agreement, anything herein to the contrary notwithstanding.

Section 12. Miscellaneous.

(a) Each of the parties hereto represents and warrants to each other party that it has duly authorized the execution and delivery of this Disclosure Agreement by the officers of such party whose signatures appear on the execution pages hereto, (ii) that it has all requisite power and authority to execute, deliver and perform this Disclosure Agreement under applicable law and any resolutions, ordinances, or other actions of such party now in effect, (iii) that the execution and delivery of this Disclosure Agreement, and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party or its property or assets is bound, and (iv) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened, contesting or questioning its existence, or its power and authority to enter into this Disclosure Agreement, or its due authorization, execution and delivery of this Disclosure Agreement, or otherwise contesting or questioning the issuance of the Series 2024 Bonds.

(b) The College agrees to indemnify and save the Dissemination Agent and its respective officers, directors, employees and agents, harmless against any loss, expense and

liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorney fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or misconduct.

(c) This Disclosure Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and applicable federal law.

(d) This Disclosure Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

Section 13. **Identifying Information.** All documents provided to the Repository pursuant to this Disclosure Agreement shall be accompanied by identifying information as prescribed by the MSRB.

Section 14. **Severability.** In case any provision of this Disclosure Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction, such illegality, invalidity or unenforceability shall not affect the remaining provisions of this Disclosure Agreement. This Disclosure Agreement shall be construed or enforced as if such illegal, invalid or unenforceable portion were not contained herein, nor shall such illegality, invalidity or unenforceability affect any legal and valid application of this Disclosure Agreement.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the College and the Dissemination Agent have each caused this Disclosure Agreement to be executed, on the date first written above, by their respective duly authorized officers.

ROLLINS COLLEGE

By: _____

Name: Edward A. Kania

Title: Vice President for Business and Finance and
Treasurer

[Signature Page | Continuing Disclosure Agreement]

IN WITNESS WHEREOF, the College and the Dissemination Agent have each caused this Disclosure Agreement to be executed, on the date first written above, by their respective duly authorized officers.

DIGITAL ASSURANCE CERTIFICATION,
L.L.C., as Dissemination Agent

By: _____

Name: _____

Title: _____

[Signature Page | Continuing Disclosure Agreement]

EXHIBIT A

**NOTICE TO REPOSITORY OF THE OCCURRENCE OF
[INSERT THE NOTICE EVENT]**

Relating to

\$79,910,000

**REVENUE BONDS
(ROLLINS COLLEGE PROJECT)
SERIES 2024**

**Originally Issued on October 31, 2024
[**CUSIP NUMBERS**]**

Notice is hereby given by Rollins College (the "College"), as obligated person with respect to the above-referenced Series 2024 Bonds issued by the Higher Educational Facilities Financing Authority, under the Securities and Exchange Commission's Rule 15c2-12, that **[**INSERT THE NOTICE EVENT**]** has occurred. **[**DESCRIBE NOTICE EVENT AND MATERIAL CIRCUMSTANCES RELATED THERETO**]**.

This Notice is based on the best information available to the College at the time of dissemination hereof and is not guaranteed by the College as to the accuracy or completeness of such information. The College will disseminate additional information concerning **[**NOTICE EVENT**]**, as and when such information becomes available to the College, to the extent that the dissemination of such information would be consistent with the requirements of Rule 15c2-12 and the College's obligation under that certain Continuing Disclosure Agreement dated as of October 31, 2024. **[**Any questions regarding this notice should be directed in writing only to the College. However, the College will not provide additional information or answer questions concerning [**NOTICE EVENT**] except in future written notices, if any, disseminated by the College in the same manner and to the same recipients as this Notice**]**.

DISCLAIMER: All information contained in this Notice has been obtained by the College from sources believed to be reliable as of the date hereof. Due to the possibility of human or mechanical error as well as other factors, however, such information is not guaranteed as to the accuracy, timeliness or completeness. Under no circumstances shall the College have any liability to any person or entity for (a) any loss, damage, cost, liability or expense in whole or in part caused by, resulting from or relating to this Notice, including, without limitation, any error (negligent or otherwise) or other circumstances involved in procuring, collecting, compiling, interpreting, analyzing, editing, transcribing, transmitting, communicating or delivering any information contained in this Notice, or (b) any direct, indirect, special, consequential or incidental damages whatsoever related thereto.

Dated: _____

ROLLINS COLLEGE

By: _____

Name: _____

Title: _____

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APPENDIX F

FORM OF OPINION OF BOND COUNSEL

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APPENDIX F

FORM OF APPROVING OPINION OF BOND COUNSEL

Upon delivery of the Bonds in definitive form, Bryant Miller Olive P.A., Bond Counsel, proposes to render an approving opinion with respect to the Bonds in substantially the following form:

October 31, 2024

Higher Educational Facilities
Financing Authority
Tallahassee, Florida

Rollins College
Winter Park, Florida

Re: \$79,910,000 Higher Educational Facilities Financing Authority Revenue Bonds
(Rollins College Project) Series 2024 (the "Bonds")

Ladies and Gentlemen:

We have acted as Bond Counsel to Rollins College (the "Borrower"), a Florida not-for-profit corporation in connection with the issuance by the Higher Educational Facilities Financing Authority (the "Authority") a body politic and corporate, duly created and existing under the laws of the State of Florida (the "State"), of its above-referenced Bonds pursuant to and under the authority of the Constitution of the State, Chapter 243, Part II, Florida Statutes, as amended, and other applicable provisions of law (collectively, the "Act"), a resolution adopted by the Authority on September 13, 2024 (the "Resolution") and pursuant to a Trust Indenture, dated as of October 1, 2024 (the "Trust Indenture"), by and between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"). The proceeds of the Bonds will be loaned by the Authority to the Borrower pursuant to a Loan Agreement dated as of October 1, 2024 (the "Loan Agreement"). The proceeds of the Bonds will be applied by the Borrower for the primary purpose of financing the construction, equipping, renovating, and improving of educational facilities on the Borrower's campus in Winter Park, Florida. In such capacity, we have examined such law and certified proceedings, certifications and other documents as we have deemed necessary to render this opinion. Any capitalized undefined terms used herein shall have the meanings set forth in the Trust Indenture and the Loan Agreement.

As to questions of fact material to our opinion, we have examined and relied upon representations of the Authority contained in the Resolution and the Trust Indenture, representations of the Borrower contained in the Loan Agreement and in the certified proceedings and other certifications of public officials and others furnished to us, without undertaking to verify the same by independent investigation. We have not undertaken an independent audit, examination, investigation or inspection of such matters and have relied

solely on the facts, estimates and circumstances described in such proceedings and certifications. We have assumed the genuineness of signatures on all documents and instruments, the authenticity of documents submitted as originals and the conformity to originals of documents submitted as copies. We have made no examination of the title to the 2024 Project or any other property of the Borrower.

In rendering this opinion, we have examined and relied upon the opinion of even date herewith of Squire Patton Boggs (US), LLP, as counsel to the Authority, with respect to various matters concerning the Authority, including (i) the due creation and valid existence of the Authority, the due adoption of the Resolution, (ii) the due execution and delivery of the Bonds (iii) the compliance by the Authority with all conditions contained in ordinances and resolutions of the Authority precedent to the issuance of the Bonds, and (iv) the due execution and delivery of the Issuer Documents (as defined in such opinion) by the Authority.

Under the Loan Agreement, the Borrower has agreed to make payments sufficient for the Authority to pay when due, the principal of, premium, if any, and interest on the Bonds in the manner provided in the Trust Indenture, and such payments and the rights of the Authority under the Loan Agreement (except for the Authority's Reserved Rights) were pledged and assigned by the Authority to the Trustee as security for the Bonds.

The Bonds are limited and special obligations of the Authority and are payable solely from the Security in the manner and to the extent provided in the Trust Indenture, and neither the Bonds nor the interest thereon shall constitute an indebtedness or a pledge of the faith and credit of the Authority, the State, or any political subdivision of the State within the meaning of any State constitutional provision, statutory limitation, or charter provision and will not constitute or give rise to a pecuniary liability of the Authority, the State, or any political subdivision of the State or a charge against the general credit or taxing power of any of them. The issuance of the Bonds does not directly or indirectly or contingently obligate the Authority, the State, or any political subdivision of the State to levy or to pledge any form of taxation whatsoever therefor or to make any appropriation for their payment.

The principal of and interest on the Bonds are payable from and secured by a lien upon and pledge of the Security (as defined in the Trust Indenture). The obligations of the Borrower under the Loan Agreement shall be general obligations of the Borrower, and amounts due and payable by the Borrower under the Loan Agreement are *pari passu* with the Borrower's obligations with respect to the Bonds.

The opinions set forth below are expressly limited to, and we opine only with respect to, the laws of the State and the federal income tax laws of the United States of America.

Based on our examination, we are of the opinion that, under existing law:

(1) The Trust Indenture and the Loan Agreement constitute valid and binding obligations of the Authority enforceable against the Authority in accordance with their terms.

All rights of the Authority under the Loan Agreement (except for Reserved Rights) have been validly assigned to the Trustee under the Trust Indenture.

(2) The Bonds are valid and legally binding obligations of the Authority enforceable in accordance with their terms, payable solely from the Security in the manner and to the extent provided in the Trust Indenture.

(3) The Trust Indenture creates a valid lien upon the Security for the security of the Bonds, all in the manner and to the extent provided in the Trust Indenture.

(4) Interest on the Bonds is excludable from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax; however, interest on the Bonds may be included in the "adjusted financial statement income" of certain "applicable corporations" that are subject to the 15 percent alternative minimum tax under Section 55 of the Internal Revenue Code of 1986, as amended (the "Code"). The opinion set forth in the preceding sentence is subject to the condition that the Authority and the Borrower comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The Authority and the Borrower have covenanted in the Trust Indenture and in the Loan Agreement, respectively, to comply with all such requirements. Failure to comply with certain of such requirements may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds.

It is to be understood that the rights of the owner of the Bonds and the enforceability thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity, to the valid exercise of the sovereign police powers of the State and of the constitutional powers of the United States of America and to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

For purposes of this opinion, we have not been engaged or undertaken to review and, therefore, express no opinion herein regarding the accuracy, completeness or adequacy of the Official Statement or any other offering material relating to Bonds. This opinion should not be construed as offering material, an offering circular, prospectus or official statement and is not intended in any way to be a disclosure statement used in connection with the sale or delivery of the Bonds. Furthermore, we are not passing on the accuracy or sufficiency of any CUSIP numbers appearing on the Bonds. In addition, we have not been engaged to and, therefore, express no opinion as to compliance by the Authority or the underwriter or underwriters with any federal or state statute, regulation or ruling with respect to the sale and distribution of the Bonds or regarding the perfection or priority of the lien on the Security created by the Trust Indenture. Further, we express no opinion regarding federal income or state tax consequences arising with respect to the Bonds other than as expressly set forth herein.

Our opinions expressed herein are predicated upon present law, facts and circumstances, and we assume no affirmative obligation to update the opinions expressed herein if such laws, facts or circumstances change after the date hereof.

Respectfully submitted,

BRYANT MILLER OLIVE P.A.

Rollins

EST. 1885



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