

NEW ISSUES—FULL BOOK-ENTRY

**Rating: S&P: “___”
See “RATING” herein**

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2021A Bonds (including any original issue discount properly allocable to the owner of a Series 2021A Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. Interest on the Series 2021B Bonds is included in gross income for federal income tax purposes. Bond Counsel is also of the opinion that, under existing law, interest on the Series 2021 Bonds is exempt from State of California personal income taxes. For a more complete description of such opinions of Bond Counsel, see “TAX MATTERS” herein.



\$ _____ *

**CITY OF FULLERTON PUBLIC
FINANCING AUTHORITY
REFUNDING REVENUE BONDS
(MARSHALL B. KETCHUM UNIVERSITY)
SERIES 2021A**

\$ _____ *

**CITY OF FULLERTON PUBLIC
FINANCING AUTHORITY
REFUNDING REVENUE BONDS
(MARSHALL B. KETCHUM UNIVERSITY)
SERIES 2021B (TAXABLE)**

Dated: Date of Delivery

Due: February 1 as shown on inside cover

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

The City of Fullerton Public Financing Authority Refunding Revenue Bonds (Marshall B. Ketchum University) Series 2021A, in the aggregate principal amount of \$ _____* (the “Series 2021A Bonds” or the “Tax-Exempt Bonds”) and the City of Fullerton Public Financing Authority Refunding Revenue Bonds (Marshall B. Ketchum University) Series 2021B (Taxable), in the aggregate principal amount of \$ _____* (the “Series 2021B Bonds” or the “Taxable Bonds” and, together with the Series 2021A Bonds, the “Bonds”) will be issued by the City of Fullerton Public Financing Authority (the “Authority”) pursuant to an Indenture of Trust, dated as of August 1, 2021 (the “Indenture”), by and between the Authority and Wilmington Trust, National Association, as trustee (the “Trustee”). The Authority will loan the proceeds of the Bonds to Marshall B. Ketchum University (the “Corporation”), a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the “Code”). The proceeds of the Bonds will be used to (i) refund the outstanding Refunded Bonds (as defined herein), the proceeds of which previously financed or refinanced the costs of the acquisition, construction, improvement, renovation, furnishing and equipping of educational facilities operated by the Corporation located at 5460 East La Palma, Anaheim, California (the “Anaheim Facility”) and 2575 Yorba Linda Boulevard, Fullerton, California (the “Fullerton Facility” and, together with the Anaheim Facility, the “Facilities”), and financed or refinanced the costs of the acquisition of student and faculty housing, and (ii) pay certain costs of issuance in connection with the Bonds.

The Bonds are being issued pursuant to the Indenture. Interest on the Bonds will be payable on February 1 and August 1 of each year, commencing February 1, 2022. The Bonds are issuable initially in the form of fully registered bonds in denominations of \$5,000 and any integral multiple of \$5,000 in excess thereof. The Bonds, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”). Purchases will be made in book-entry-only form and no physical delivery of the Bonds will be made to Beneficial Owners (as herein defined). Payment of principal of, interest and premium, if any, on the Bonds will be made by the Trustee to Cede & Co., as nominee of DTC, and will subsequently be disbursed to Direct Participants (as herein defined) and thereafter to Beneficial Owners (as herein defined). See “THE BONDS” herein and “APPENDIX D – BOOK-ENTRY SYSTEM” attached hereto.

The Bonds will be payable from the payments received by the Authority from the Corporation pursuant to the Loan Agreement. The Bonds are secured by (a) a pledge of certain rights of the Authority under and pursuant to the Loan Agreement (except for the Unassigned Rights (as defined in the Indenture)), (b) a pledge of the Gross Revenues, subject to Permitted Encumbrances (as defined in the Loan Agreement), and the Funds (as defined in the Loan Agreement) other than the Rebate Fund; and (c) deeds of trust on the Facilities.

THE PURCHASE AND HOLDING OF THE BONDS INVOLVE RISKS THAT MAY NOT BE APPROPRIATE FOR CERTAIN INVESTORS. SEE “CERTAIN BONDHOLDERS’ RISKS” HEREIN FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED IN CONNECTION WITH AN INVESTMENT IN THE BONDS. EACH PROSPECTIVE PURCHASER SHOULD CONSIDER THE RISKS INVOLVED TO DETERMINE THE SUITABILITY OF AN INVESTMENT IN THE BONDS.

The Bonds are subject to optional, mandatory and extraordinary redemption prior to maturity as described under “THE BONDS – Redemption” herein.

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM, AND SECURED BY A PLEDGE OF AND LIEN ON, THE REVENUES, CONSISTING PRIMARILY OF LOAN REPAYMENTS MADE BY THE CORPORATION UNDER THE TERMS OF THE LOAN AGREEMENT AND THE MONEYS AND SECURITIES IN CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE. THE BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, AND ARE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE INDENTURE. THE AUTHORITY IS NOT OBLIGATED TO PAY THE PRINCIPAL OF THE BONDS, OR THE REDEMPTION PREMIUM OR INTEREST THEREON, EXCEPT FROM THE FUNDS PROVIDED UNDER THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE REDEMPTION PREMIUM OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS DOES NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.

The Bonds are offered when, as and if issued by the Authority and received by the Underwriter, subject to prior sale, modification or withdrawal of the offer without notice, and subject to the approval of legality by Kutak Rock LLP, Los Angeles, California, Bond Counsel to the Authority, the approval of certain matters for the Authority by _____, as Authority’s Counsel, the approval of certain matters for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as Underwriter’s Counsel and the approval of certain matters for the Corporation by Squire Patton Boggs (US) LLP, Los Angeles, California. It is expected that the Bonds in definitive form will be available for delivery through the facilities of The Depository Trust Company in New York, New York, on or about August __, 2021.*



Dated: _____, 2021

* Preliminary, subject to change.
4825-3068-6189/200356-0478

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time of formal award by the Authority. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

MATURITY SCHEDULE*

\$ _____^{*}
**CITY OF FULLERTON PUBLIC
FINANCING AUTHORITY
REFUNDING REVENUE BONDS
(MARSHALL B. KETCHUM UNIVERSITY)
SERIES 2021A**

<u><i>Maturity Date</i></u> <u><i>(February 1)</i></u>	<u><i>Principal Amount</i></u>	<u><i>Interest</i></u> <u><i>Rate</i></u>	<u><i>Yield</i></u>	<u><i>CUSIP</i></u> ⁽¹⁾
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\$ _____ % Term Bonds Priced to Yield _____ % due February 1, 20__ CUSIP _____ (1)

\$ _____ % Term Bonds Priced to Yield _____ % due February 1, 20__ CUSIP _____ (1)

\$ _____^{*}
**CITY OF FULLERTON PUBLIC
FINANCING AUTHORITY
REFUNDING REVENUE BONDS
(MARSHALL B. KETCHUM UNIVERSITY)
SERIES 2021B (TAXABLE)**

\$ _____ % Term Bonds Priced to Yield _____ % due February 1, 20__ CUSIP _____ (1)

* Preliminary, subject to change.

† Yield to call at par on February 1, 20__. The Bonds are subject to extraordinary redemption prior to their respective maturity dates. Redemption of Bonds that were purchased at a price greater than the applicable redemption price, prior to the first optional redemption date thereof, February 1, 20__, could reduce the otherwise expected yield on such Bonds. See "THE BONDS – Redemption" and "CERTAIN RISK FACTORS – Extraordinary Redemption of Bonds Prior to First Optional Redemption Date" herein.

(1) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Capital IQ on behalf of the American Bankers Association. These data are not intended to create a database and do not serve in any way as a substitute for the CUSIP Services. None of the Authority, Underwriter or the Corporation are responsible for the selection or correctness of the CUSIP numbers set forth herein.

This Official Statement does not constitute an offer to sell the Bonds or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any state or other jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale in such state or jurisdiction. No dealer, salesperson or any other person has been authorized to give any information or to make any representation other than those contained herein in connection with the offering of the Bonds, and, if given or made, such information or representation must not be relied upon.

The information set forth herein under the headings “THE AUTHORITY” and “ABSENCE OF MATERIAL LITIGATION – The Authority” has been furnished by the Authority. All other information set forth herein has been obtained from the Corporation and other sources that are believed to be reliable. The adequacy, accuracy or completeness of such information is not guaranteed by, and is not to be construed as a representation of, the Authority or the Underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement, nor any sale made hereunder, shall under any circumstances create any implication that there has been no change in the affairs of the Authority, The Depository Trust Company or the Corporation since the date hereof.

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

IN CONNECTION WITH THE OFFERING OF THE BONDS, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE BONDS OFFERED HEREBY AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT

Certain statements included or incorporated by reference in this Official Statement constitute “forward-looking statements.” Such statements generally are identifiable by the terminology used such as “plan,” “expect,” “estimate,” “budget” or other similar words. Such forward-looking statements include but are not limited to certain statements contained in the information under the headings “CERTAIN RISK FACTORS” and “APPENDIX A – CERTAIN INFORMATION REGARDING THE CORPORATION” in this Official Statement. The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Corporation does not plan to issue any updates or revisions to those forward-looking statements if or when its expectations or events, conditions or circumstances on which such statements are based occur.

The Corporation maintains a website providing additional information about itself and its operations. The information on such website is not included as part of, or incorporated by any reference in, this Official Statement.

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\$ _____*
**CITY OF FULLERTON PUBLIC
FINANCING AUTHORITY
REFUNDING REVENUE BONDS
(MARSHALL B. KETCHUM UNIVERSITY)
SERIES 2021A**

\$ _____*
**CITY OF FULLERTON PUBLIC
FINANCING AUTHORITY
REFUNDING REVENUE BONDS
(MARSHALL B. KETCHUM UNIVERSITY)
SERIES 2021B (TAXABLE)**

INTRODUCTION

General

This Official Statement, including the cover page, the inside cover page, and Appendices hereto (the “Official Statement”), is provided to furnish information with respect to the sale and delivery of the City of Fullerton Public Financing Authority Refunding Revenue Bonds (Marshall B. Ketchum University) Series 2021A, in the aggregate principal amount of \$_____* (the “Series 2021A Bonds” or the “Tax-Exempt Bonds”) and the City of Fullerton Public Financing Authority Refunding Revenue Bonds (Marshall B. Ketchum University) Series 2021B (Taxable), in the aggregate principal amount of \$_____* (the “Series 2021B Bonds” or the “Taxable Bonds” and, together with the Series 2021A Bonds, the “Bonds”) issued by the City of Fullerton Public Financing Authority (the “Authority”).

The Bonds

The Bonds will be issued pursuant to Articles 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the “Act”) and an Indenture of Trust, dated as of August 1, 2021 (the “Indenture”), by and between the Authority and Wilmington Trust, National Association, as trustee (the “Trustee”). The Bonds will bear interest on February 1 and August 1 of each year, commencing February 1, 2022 (each such date, an “Interest Payment Date”) and will be subject to optional, mandatory and extraordinary redemption prior to maturity as set forth under “THE BONDS – Redemption” herein. The proceeds of the Bonds will be loaned to Marshall B. Ketchum University (the “Corporation”), a California nonprofit public benefit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), pursuant to a Loan Agreement, dated as of August 1, 2021 (the “Loan Agreement”), by and between the Authority and the Corporation. The Bonds and the interest thereon are payable solely out of certain revenues and income received by the Authority or the Trustee pursuant to the Loan Agreement. See “THE BONDS” herein.

For information regarding the Corporation generally, see “APPENDIX A – CERTAIN INFORMATION REGARDING THE CORPORATION” attached hereto. For information regarding the facilities to be financed or refinanced with proceeds of the Bonds, see “THE PROJECT” herein.

The Bonds will be issued in initial minimum denominations of \$5,000 and any integral multiple of \$5,000 in excess thereof and in fully registered form only and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”).

Authority for Issuance

The Bonds will be issued by the Authority pursuant to the Act, a resolution of the Authority, and the Indenture. See “THE AUTHORITY” herein.

* Preliminary, subject to change.

Use of Proceeds

The proceeds of the Bonds will be used to (i) refund the outstanding Refunded Bonds (as defined herein), the proceeds of which previously financed or refinanced the costs of the acquisition, construction, improvement, renovation, furnishing and equipping of educational facilities operated by the Corporation located at 5460 East La Palma, Anaheim, California (the “Anaheim Facility”) and 2575 Yorba Linda Boulevard, Fullerton, California (the “Fullerton Facility” and, together with the Anaheim Facility, the “Facilities”), and finance or refinanced the costs of the acquisition of student and faculty housing, and (ii) pay certain costs of issuance in connection with the Bonds.

The Facilities were originally financed from proceeds of the Refunded Bonds. A portion of the proceeds of the Bonds will be used to refund the Refunded Bonds in order to refinance the Facilities. See “PLAN OF REFUNDING” herein.

The Corporation

The Corporation was originally founded in 1904 as the Los Angeles Medical School of Ophthalmology and Optometry, and later incorporated as a California nonprofit public benefit corporation in 1911. The Corporation was renamed Marshall B. Ketchum University in 2013, and currently operates the Southern California College of Optometry, the School of Physician Assistant Studies at Marshall B. Ketchum University, and the College of Pharmacy at Marshall B. Ketchum University. The Corporation owns and operates each Facility.

The Corporation’s mission statement is: “to educate caring, inspired health care professionals who are prepared to deliver collaborative, patient-centric health care in an interprofessional environment.”

Further information concerning the Corporation, including financial information and operating data, is included in “APPENDIX A – CERTAIN INFORMATION CONCERNING THE CORPORATION” and “APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE CORPORATION FOR THE FISCAL YEAR ENDED JUNE 30, 2020” attached hereto. The financial statements dated as of June 30, 2020 included in Appendix B to this Official Statement have been audited by Moss Adams LLP, independent auditors, as stated in their report appearing therein.

Security for the Bonds

The Bonds are limited obligations of the Authority and are payable solely from, and secured by a pledge of and lien on, the Revenues, consisting primarily of loan repayments made by the Corporation under the terms of the Loan Agreement, and the moneys and securities in certain funds held by the Trustee under the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” herein.

Pursuant to and to the extent described in the Indenture, the Authority assigns to the Trustee all of the Revenues and any and all rights and privileged, other than the Reserved Rights (as defined herein) under the Loan Agreement, including, without limitation, the right to collect and receive directly all of the Revenues and the right to hold and enforce any security interest.

Under the Loan Agreement, the Corporation covenants and agrees to pay to the Trustee on the business day preceding each Interest Payment Date for the Bonds a sum equal to the amount then payable as principal and interest on the Bonds. Pursuant to the Loan Agreement, and as security for the performance of the Corporation’s obligations thereunder, the Corporation pledges and grants a security interest to the Trustee in all Gross Revenues (as defined herein). In addition, in order to further secure the payment and performance of all obligations of the Corporation under the Loan Agreement, pursuant to the Deed of Trust (as defined herein), the Corporation grants to the Trustee a first priority lien on each Facility. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” herein.

No Reserve Account. No reserve account will be established under the Indenture for payment of principal of and interest on the Bonds in the event future Revenues will be sufficient to cover debt service on the Bonds.

Limited Obligations. All Bonds issued under the Indenture and at any time Outstanding will in all respects be equally and ratably secured under the terms of the Indenture, without preference, priority or distinction on account of the date or dates or the time or times of the issue or maturity of the Bonds, so that all Bonds at any time issued and outstanding will have the same right, lien and preference under and by virtue of the Indenture, and will all be equally and ratably secured thereby, except as otherwise expressly provided therein. The Bonds are special, limited obligations of the Authority payable solely out of the security specified in the Indenture and set forth in “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES BONDS” herein.

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM, AND SECURED BY A PLEDGE OF AND LIEN ON, THE REVENUES, CONSISTING PRIMARILY OF LOAN REPAYMENTS MADE BY THE CORPORATION UNDER THE TERMS OF THE LOAN AGREEMENT AND THE MONEYS AND SECURITIES IN CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE. THE BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, AND ARE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE INDENTURE. THE AUTHORITY IS NOT OBLIGATED TO PAY THE PRINCIPAL OF THE BONDS, OR THE REDEMPTION PREMIUM OR INTEREST THEREON, EXCEPT FROM THE FUNDS PROVIDED UNDER THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE REDEMPTION PREMIUM OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS DOES NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.

Redemption

The Bonds will be subject to optional redemption, extraordinary redemption, and mandatory sinking fund redemption as described below under “THE BONDS – Redemption.”

Certain Risk Factors

The Bonds may not be a suitable investment for all investors. Prospective purchasers of the Bonds should read this entire Official Statement, including the appendices and the information under the section “CERTAIN RISK FACTORS” before making an investment in the Bonds.

Miscellaneous

This Official Statement contains brief descriptions of, among other things, the Bonds, the Indenture, the Loan Agreement and the Corporation. All references in this Official Statement to documents are qualified in their entirety by reference to such documents, and references to the Bonds are qualified in their entirety by reference to the form of the Bonds included in the Indenture. The Corporation maintains a website providing additional information about itself and its operations. The information on such website is not included as part of, or incorporated by any reference in, this Official Statement. Any capitalized terms in this Official Statement that are not defined herein will have such meaning as given to them in the Indenture.

THE AUTHORITY

The Authority is a joint powers authority, organized pursuant to a Joint Exercise of Powers Agreement, dated as of June 2, 1998 (the “Joint Powers Agreement”) between the Fullerton Redevelopment Agency (the “Agency”) and the City of Fullerton (the “City”). The Joint Powers Agreement was entered into pursuant to the provisions of Article 1 through 4 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended (the “Act”). The Authority is a separate entity constituting a public instrumentality of the State of California and was formed for the primary purpose of assisting the City and the Agency with financing of capital projects. The Authority is authorized pursuant to the Act to borrow money for the purpose of financing the acquisition of bonds, notes and other obligations of, or for the purpose of making loans to, any members or such other local agencies to provide financing for public improvements of such members.

The Authority may sell and deliver obligations other than the Bonds. These obligations will be secured by instruments separate and apart from the Indenture, and the holders of such other obligations of the Authority will have no claim on the security for the Bonds. Likewise, the Holders of the Bonds will have no claim on the security for such other obligations that may be issued by the Authority.

The Authority has not furnished, reviewed, investigated or verified the information contained in this Official Statement other than the information contained in this section and in the section entitled “ABSENCE OF MATERIAL LITIGATION – The Authority” herein.

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM, AND SECURED BY A PLEDGE OF AND LIEN ON, THE REVENUES, CONSISTING PRIMARILY OF LOAN REPAYMENTS MADE BY THE CORPORATION UNDER THE TERMS OF THE LOAN AGREEMENT AND THE MONEYS AND SECURITIES IN CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE. THE BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, AND ARE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE INDENTURE. THE AUTHORITY IS NOT OBLIGATED TO PAY THE PRINCIPAL OF THE BONDS, OR THE REDEMPTION PREMIUM OR INTEREST THEREON, EXCEPT FROM THE FUNDS PROVIDED UNDER THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE REDEMPTION PREMIUM OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS DOES NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.

THE BONDS

The following is a summary of certain provisions of the Bonds. Reference is made to the Bonds for the complete text thereof and to the Indenture for all of the provisions relating to the Bonds. The discussion herein is qualified by such reference.

General

The Bonds are being issued pursuant to the Indenture, will be dated as of their date of delivery, will be issued in the aggregate principal amounts, and will bear interest at the rates and mature on the dates, subject to redemption as described herein, set forth on the inside front cover of this Official Statement. The Bonds will be issuable as fully registered bonds without coupons in authorized denominations of \$5,000 or any integral multiple thereof (“Authorized Denominations”).

The Bonds, when issued, will be registered in the name of Cede & Co., as nominee of DTC, and will be evidenced by one Bond for each maturity of a Series in the total aggregate principal amount of the Bonds of such maturity. Registered ownership of the Bonds, or any portion thereof, may not thereafter be transferred except as set forth in the Indenture. So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references herein to the Owners, holders or registered owners will mean Cede & Co. as aforesaid and will not mean the “beneficial owners” of the Bonds.

Interest on the Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months, until maturity, payable semi-annually on each Interest Payment Date, commencing February 1, 2022. The interest on the Bonds will be payable in lawful money of the United States of America, to the person in whose name the Bond is registered as of the 15th day of the month preceding such Interest Payment Date, whether or not such day is a Business Day (the “Record Date”).

The interest on the Bonds will be payable to the person whose name appears on the registration books of the Trustee as the registered owner thereof as of the close of business on the Record Date, such interest to be paid by the Trustee to such Owner (i) in the event the Bond is a Book-Entry Bond, in immediately available funds on the Interest Payment Date in accordance with the Representation Letter (as defined in the Indenture); and (ii) in the event the Bond is not a Book-Entry Bond, (A) in immediately available funds (by wire transfer or by deposit to the account of the Owner if such account is maintained with the Trustee), according to the instructions given by such Owner to the Trustee; or (B) in all other cases, by check mailed by first-class mail to the Owner at such Owner’s address as it appears as of the Record Date on the Bond Register; except, in each case, that, if and to the extent that there shall be a default in the payment of the interest due on such Interest Payment Date, such defaulted interest shall be paid to the Owner in whose name the Bond is registered as of a special record date to be fixed by the Trustee

Book-Entry Only System

DTC will act as securities depository for the Bonds. The Bonds will be issued as fully registered securities without coupons in Authorized Denominations. The Bonds will be 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 Bond certificate will be issued for each maturity of a Series of Bonds set forth on the inside cover of this Official Statement, and will be deposited with DTC. For additional information regarding DTC and its book-entry only system, see “APPENDIX D – BOOK-ENTRY SYSTEM” attached hereto.

Transfer and Exchange of Bonds

Registration of any Bond may, in accordance with the terms of the Indenture, be transferred, upon the books of the Trustee required to be kept pursuant to the provisions of the Indenture, by the Person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by a written instrument of transfer in a form approved by the Trustee, duly executed. Whenever any Bond shall be surrendered for registration of transfer, the Authority shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds of the same tenor and in Authorized Denominations. The Trustee shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer, and there shall be no other charge to any Owners for any such transfer. No registration of transfer of Bonds shall be required to be made during the period after any Record Date and prior to the related Interest Payment Date or during the period of 15 days next preceding the date on which the Trustee gives any notice of redemption, nor shall any registration of transfer of Bonds called for redemption be required.

Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of Bonds of the same tenor and in Authorized Denominations. The Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid

with respect to such exchange, and there shall be no other charge to any Owners for any such exchange. No exchange of Bonds shall be required to be made during the period after any Record Date and prior to the related Interest Payment Date or during the period of 15 days next preceding the date on which the Trustee gives notice of redemption, nor shall any exchange of Bonds called for redemption be required.

Redemption*

Optional Redemption. The Series 2021A Bonds maturing on or after February 1, 2030 are subject to redemption prior to their stated maturities, at the option of the Corporation from any amounts in the Redemption Fund, in whole or in part on any date on or after February 1, 2029, at a redemption price equal to 100% of the principal amount of the Series 2021A Bonds called for redemption, plus accrued interest to the date fixed for redemption, without premium.

The Series 2021B Bonds are not subject to optional redemption.

Extraordinary Redemption. The Bonds are subject to redemption prior to their stated maturity, at the option of the Corporation, as a whole or in part on any date from moneys required to be transferred from the Insurance and Condemnation Proceeds Fund to the Redemption Fund at a redemption price equal to the principal amount thereof together with interest accrued thereon to the date fixed for redemption, without premium, plus an amount equal to the unamortized portion of the net original issue premium thereon interpolated on a straight-line basis.

Extraordinary Mandatory Redemption Due to Change of Use. The Bonds are subject to redemption prior to their stated maturity, as a whole or in part, on any date from Loan prepayments made by the Corporation in the event the Project is used or operated in any manner that violates the provisions of the Act, at a redemption price equal to the principal amount thereof together with interest accrued thereon to the date fixed for redemption, without premium, plus an amount equal to the unamortized portion of the net original issue premium thereon interpolated on a straight-line basis.

Extraordinary Mandatory Redemption Due to Determination of Taxability. The Series 2021A Bonds are subject to mandatory redemption as a whole and not in part at the principal amount thereof, plus accrued interest thereon to the date of redemption, plus an amount equal to the unamortized portion of the net original issue premium thereon interpolated on a straight-line basis, upon the occurrence of a Determination of Taxability related to such Series 2021A Bonds. The redemption date shall be the earliest practicable date selected by the Trustee, after consultation with the Corporation, but in no event later than six (6) months following the finalization of the Determination of Taxability.

“Determination of Taxability” means and shall be deemed to have occurred on the first to occur of the following:

(a) on that date when the Corporation or Authority files any statement, supplemental statement or other tax schedule, return or document which discloses that an Event of Taxability shall have in fact occurred;

(b) on the date when the Owner or any former Owner notifies the Authority and the Corporation that it has received a written opinion by a nationally recognized attorney or firm of attorneys of substantial expertise on the subject of tax-exempt municipal finance to the effect that an Event of Taxability shall have occurred unless, within 180 days after receipt by the Corporation of such notification from the Owner or any former Owner, the Corporation shall deliver to the Owner and any former Owner (i) absent any occurrence described in clause (a), (c) or (d) of this definition of

* Preliminary, subject to change.

“Determination of Taxability, an opinion of a nationally recognized attorney or firm of attorneys of substantial experience on the subject of tax-exempt municipal finance reasonably acceptable to the Owner stating that an Event of Taxability has not occurred; or (ii) a ruling or determination letter issued to or on behalf of the Authority or the Corporation by the Commissioner or any District Director of the Internal Revenue Service (or any other governmental official exercising the same or a substantially similar function from time to time) to the effect that, after taking into consideration such facts as form the basis for the opinion that an Event of Taxability has occurred, an Event of Taxability shall not have occurred;

(c) on the date when the Authority or the Corporation shall be advised in writing by the Corporation or any District Director of the Internal Revenue Service (or any other government official or agent exercising the same or a substantially similar function from time to time) that, based upon filings of the Corporation, or upon any review or audit of the Corporation or upon any other ground whatsoever, an Event of Taxability shall have occurred; or

(d) on that date when the Corporation or the Authority shall receive notice from the Owner or any former Owner that the Internal Revenue Service (or any other government official or agency exercising the same or a substantially similar function from time to time) has assessed as includable in the gross income of such Owner or such former Owner the interest on the Series 2021A Bonds due to the occurrence of an Event of Taxability;

provided, however, no Determination of Taxability shall occur under paragraph (c) or (d) above unless the Corporation or the Authority has been afforded the opportunity, at its expense, to contest any such assessment, and, further, no Determination of Taxability shall occur until such contest, if made, has been finally determined; provided further, however, that upon demand from the Owner or former Owner, the Authority shall promptly reimburse, but solely from payments made by the Corporation, such Owner or former Owner for any payments, including any taxes, interest, penalties or other charges, such Owner (or former Owner) shall be obligated to make as a result of the Determination of Taxability.

Mandatory Redemption From Sinking Fund Installments. The Series 2021A Term Bonds maturing on February 1, 20__ shall be redeemed (or paid at maturity, as the case may be) by application of mandatory Sinking Fund Installments in the following amounts and on the following dates:

**Series 2021A Term Bonds Maturing
February 1, 20__**

<u>Mandatory Sinking Fund Installment Dates</u>	<u>Mandatory Sinking Fund Installments</u>
June 1, 20__	
June 1, 20__	
June 1, 20__	
June 1, 20__	
June 1, 20__	
June 1, 20__	
June 1, 20__ †	

† Maturity Date.

The Series 2021A Term Bonds maturing on February 1, 20__ shall be redeemed (or paid at maturity, as the case may be) by application of mandatory Sinking Fund Installments in the following amounts and on the following dates:

Series 2021A Term Bonds Maturing
February 1, 20__

Mandatory Sinking
Fund Installment Dates

Mandatory Sinking
Fund Installments

June 1, 20__
June 1, 20__
June 1, 20__
June 1, 20__
June 1, 20__
June 1, 20__
June 1, 20__
June 1, 20__ †

† Final Maturity Date.

The Series 2021B Term Bonds maturing on February 1, 20__ shall be redeemed (or paid at maturity, as the case may be) by application of mandatory Sinking Fund Installments in the following amounts and on the following dates:

Series 2021B Term Bonds Maturing
February 1, 20__

Mandatory Sinking
Fund Installment Dates

Mandatory Sinking
Fund Installments

June 1, 20__
June 1, 20__
June 1, 20__
June 1, 20__
June 1, 20__
June 1, 20__
June 1, 20__
June 1, 20__ †

† Maturity Date.

Notice of Redemption. The Trustee, for and on behalf of the Authority, shall give notice of any redemption by first-class mail, postage prepaid, not less than 30 nor more than 60 days prior to the redemption date to the Owner of such Bond at the address shown on the Bond Register on the date such notice is mailed; provided the time period for providing such notice may be waived by the Owners of all of the Outstanding Bonds proposed to be redeemed. The Trustee shall also provide such additional notice of redemption of bonds at the time and in the manner required by the MSRB. Each notice of redemption shall state the date of such notice, the date of issue of the Bonds to be redeemed, the redemption date, the redemption price, the place of redemption (including the name and appropriate address of the Trustee), the principal amount, the CUSIP numbers, if any, of the Bonds to be redeemed and, if less than all of Bonds, the distinctive certificate numbers of the Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that the interest on the Bonds designated for redemption shall cease to accrue from and after such redemption date and that on said date there will become due and payable on each of said Bonds the principal amount thereof to be redeemed and any unpaid interest accrued thereon to the redemption date) and shall require that such Bonds be then surrendered at the address of the Trustee specified in the redemption notice. Notwithstanding the foregoing, failure by the Trustee to give notice pursuant to this paragraph or the insufficiency of any such notices shall not affect the sufficiency of the proceedings for redemption.

With respect to any notice of optional redemption of Bonds, unless upon the giving of such notice such Bonds shall be deemed to have been paid pursuant to the provisions described under the heading “—

Defeasance” below, such notice shall state that such redemption shall be conditioned upon the receipt by the Trustee on or prior to the date fixed for such redemption of amounts sufficient to pay the redemption price of the Bonds to be redeemed, and that if such amounts shall not have been so received said notice shall be of no force and effect and the Authority shall not be required to redeem such Bonds. In the event that such notice of redemption contains such a condition and such amounts are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice, to the Persons and in the manner in which the notice of redemption was given, that such amounts were not so received.

If upon the expiration of 60 days succeeding any redemption date, any Bonds called for redemption shall not have been presented to the Trustee for payment, the Trustee shall no later than 90 days following such redemption date send Notice by Mail to the Owner of each Bond not so presented. Failure to mail the notices required by this paragraph to any Owner, or any defect in any notice so mailed, shall not affect the validity of the proceedings for redemption of any Bonds nor impose any liability on the Trustee.

Effect of Redemption. Notice of redemption having been duly given pursuant to the Indenture, and moneys for payment of the redemption price being held by the Trustee, the Bonds so called for redemption shall, on the redemption date designated in such notice, become due and payable at the redemption price specified in such notice, interest on the Bonds so called for redemption shall cease to accrue, said Bonds shall cease to be entitled to any lien, benefit or security under the Indenture, and the Owners of said Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof (including interest, if any, accrued to the redemption date), without interest accrued on any funds held after the redemption date to pay such redemption price.

All Bonds fully redeemed pursuant to the redemption provisions of the Indenture shall upon surrender thereof be cancelled by the Trustee, who shall deliver a certificate evidencing such cancellation to the Authority and the Corporation. The Trustee shall retain or destroy such Bonds.

Upon surrender of any Bond redeemed in part only, the Trustee shall exchange the Bond redeemed for a new Bond of like tenor and in an Authorized Denomination without charge to the Owner in the principal amount of the portion of the Bond not redeemed. In the event of any partial redemption of a Bond which is registered in the name of the Nominee, DTC may elect to make a notation on the Bond certificate which reflects the date and amount of the reduction in principal amount of said Bond in lieu of surrendering the Bond certificate to the Trustee for exchange. The Authority, the Corporation and the Trustee shall be fully released and discharged from all liability upon, and to the extent of, payment of the redemption price for any partial redemption and upon the taking of all other actions required under the Indenture in connection with such redemption.

Selection of Bonds for Redemption. The principal amount of Bonds and maturity to be redeemed with prepayments by the Corporation pursuant to the Loan Agreement Agreement shall be as specified by the Corporation pursuant thereto. If less than all of the Bonds of any maturity are called for redemption, the Trustee, at the written direction of the Corporation, shall select the Bonds of such maturities, or any given portion thereof, to be redeemed, by lot in such manner as it may determine. For the purpose of any such selection the Trustee shall assign a separate number for each minimum Authorized Denomination of each Bond of a denomination of more than such minimum; provided that following any such selection, both the portion of such Bond to be redeemed and the portion remaining shall be in Authorized Denominations. The Trustee shall promptly notify the Authority and the Corporation in writing of the numbers of the Bonds or portions thereof so selected for redemption. Notwithstanding the foregoing, so long as the Bonds are in book-entry form, if less than all of the Bonds of any maturity are to be redeemed, the selection of the Bonds to be redeemed by DTC in the records of DTC among DTC Participants shall be made in accordance with customary practices of DTC.

Defeasance

Discharge of Indenture. If all Bonds shall be paid and discharged in any one or more of the following ways:

- (a) by the payment of the principal of and interest on all Bonds as and when the same become due and payable; or
- (b) by providing for the payment of the principal of and interest on all Bonds as described under the heading “— Discharge of Liability on Bonds” below; or
- (c) by the delivery to the Trustee, for cancellation by it, of all Bonds;

and if all other sums payable under the Indenture by the Corporation and the Authority shall be paid and discharged, then thereupon the Indenture shall be satisfied and discharged and shall cease, terminate and become null and void, and thereupon the Trustee shall, upon Written Request of the Authority, and upon receipt by the Trustee and the Authority of an Opinion of Bond Counsel to the effect that all conditions precedent to the satisfaction and discharge of the Indenture have been complied with, forthwith execute proper instruments acknowledging satisfaction of and discharging the Indenture. The satisfaction and discharge of the Indenture shall be without prejudice to the rights of the Trustee and the Authority to charge and be reimbursed by the Corporation for any expenditures which it may thereafter incur in connection therewith.

The Authority and the Corporation shall surrender to the Trustee for cancellation by it any Bonds previously authenticated and delivered which the Authority or the Corporation lawfully may have acquired in any manner whatsoever, and such Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

Discharge of Liability on Bonds.

(a) Any Bond or a portion thereof shall be deemed to be paid within the meaning of the Indenture when payment of the principal of such Bond or a portion thereof plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption or by declaration as provided in the Indenture) shall have been provided for by (i) irrevocably depositing with the Trustee in trust and irrevocably setting aside exclusively for such payment money and/or nonprepayable, noncallable Government Obligations as described under the heading “—Deposit of Money or Securities with Trustee” below; and (ii) if such Bond or portion thereof is to be redeemed prior to the maturity thereof, notice of such redemption shall have been given pursuant to the Indenture or provision satisfactory to the Trustee shall have been made for giving such notice.

(b) In the event of the provision of the payment of less than the full principal amount of a Bond in accordance with paragraph (a) above, the principal amount of the Bond as to which such payment is not provided for shall be in an Authorized Denomination and, unless that portion of the Bond as to which payment is provided for in accordance with paragraph (a) above is to be paid or redeemed within sixty days of the deposit with the Trustee, such portion will also be in an Authorized Denomination.

(c) Upon the deposit with the Trustee, in trust, at or before maturity or the redemption date, as applicable, of money and/or nonprepayable, noncallable Government Obligations as described under the heading “—Deposit of Money or Securities with Trustee” below to pay or redeem a Bond or a portion thereof and the satisfaction of the other conditions specified in paragraph (a) above, such Bond, or the applicable portion thereof, shall be deemed to be paid hereunder, shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such money and/or Government Obligations deposited with the Trustee for such purpose, and all liability of the Authority and the Corporation in respect of such Bond, or the applicable portion thereof, shall cease, terminate and be completely discharged,

except that the Authority and the Corporation shall remain liable for the payment of the principal of and interest on such Bond, or the applicable portion thereof, but only from, and the Owners shall thereafter be entitled only to payment (without interest accrued thereon after such redemption date or maturity date) out of, the money and/or Government Obligations deposited with the Trustee for their payment as described above, subject to the Indenture.

Deposit of Money or Securities with Trustee. Whenever in the Indenture it is provided or permitted that there be deposited with or held in trust by the Trustee money or Government Obligations in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or nonprepayable, noncallable Government Obligations held by the Trustee in the funds and accounts established pursuant to the Indenture and shall be:

(a) an amount of money equal to the principal amount of such Bonds and all unpaid interest thereon to maturity, except that, in the case of Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption shall have been given pursuant to the Indenture or provision satisfactory to the Trustee shall have been made for the giving of such notice, the amount of money to be deposited or held shall be the principal amount or redemption price of such Bonds and all unpaid interest thereon to the redemption date; or

(b) nonprepayable, noncallable Government Obligations, the principal of and the interest on which when due will provide money at the times and in the amounts sufficient, together with the other moneys held by the Trustee for such purpose (as evidenced by an Accountant's Report) to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid or redeemed, as such principal or redemption price and interest become due; provided that, in the case of Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given pursuant to the Indenture or provision satisfactory to the Trustee shall have been made for the giving of such notice; provided, in each case, that the Trustee shall have been irrevocably instructed (by the terms of the Indenture or by Written Request of the Authority) to apply such money and the payments on such Government Obligations to the payment of such principal or redemption price and interest with respect to such Bonds. The Trustee shall not be responsible for verifying the sufficiency of money and Government Obligations deposited with the Trustee to provide for the payment of the principal of and interest on Bonds pursuant to the provisions of the Indenture described herein under the heading "—Defeasance") but may conclusively rely for all purposes of the Indenture on an Accountant's Report as to such sufficiency.

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ESTIMATED SOURCES AND USES OF FUNDS*

The following table sets forth the estimated sources and uses of funds related to the Bonds.

	<u>Series 2021A</u>	<u>Series 2021B</u>	<u>Total</u>
Sources:			
Bond Principal			
[Aggregate/Net] Original Issue [Premium/Discount]			
Total Sources:			
Uses:			
Refunding of Refunded Bonds ⁽¹⁾			
Costs of Issuance ⁽²⁾			
Total Uses			

-
- (1) A portion of the proceeds of the Bonds will be used to refund the Refunded Bonds on the date of issuance of the Bonds. See “PLAN OF REFUNDING” below.
 - (2) Includes legal, printing, rating agency, underwriting discount and other professional fees and other miscellaneous costs of issuance.

PLAN OF REFUNDING

The proceeds of the Bonds will be used to (i) refund the outstanding Refunded Bonds, the proceeds of which previously financed or refinanced the costs of the acquisition, construction, improvement, renovation, furnishing and equipping of the Anaheim Facility and the Fullerton Facility, and finance or refinanced the costs of the acquisition of student and faculty housing, and (ii) pay certain costs of issuance in connection with the Bonds. See “ESTIMATED SOURCES AND USES OF FUNDS” above.

Refunded Bonds

On January 23, 2015, the Authority issued its (i) Revenue Bonds (Marshall B. Ketchum University) Series 2015A, in the original aggregate principal amount of \$25,600,000, and (ii) Revenue Bonds (Marshall B. Ketchum University) Series 2015B (Taxable), in the original aggregate principal amount of \$10,400,000 (collectively, the “Prior Bonds”), each pursuant an Indenture of Trust (the “Prior Indenture”), dated as of January 1, 2015, between the Authority and The Bank of New York Mellon Trust Company, N.A. (the “Prior Trustee”). The Prior Bonds are currently outstanding in the principal amount of \$_____. The proceeds of the Bonds, net of costs of issuance thereof, will be transferred to the Prior Trustee and applied to redeem the outstanding Prior Bonds (as redeemed, the “Refunded Bonds”) on the date of issuance of the Bonds.

As a result of the deposit of proceeds of the Bonds and in accordance with the Prior Indenture, the Refunded Bonds will be redeemed and will no longer be outstanding under the Prior Indenture.

The Prior Project

The proceeds of the Refunded Bonds were loaned to the Corporation pursuant to a Loan Agreement, dated as of January 1, 2015, between the Authority and the Corporation. A portion of such Refunded Bond proceeds were used by the Corporation to acquire, construct, improve, renovate, furnish and equip the Anaheim Facility, and construct and renovate facilities at the Fullerton Facility.

* Preliminary, subject to change.

The Fullerton Facility comprises an approximately 6.56 acre parcel located at the northwest corner of the intersection of Yorba Linda Boulevard and Associated Road in Fullerton, California, improved with six buildings comprising 127,000 square feet, as well as two parking facilities with a total capacity of 128,860 square feet, as well as an outdoor amphitheater, surface pathways and landscaping.

The Fullerton Facility is owned by the Corporation and houses the Corporation's main academic campus, including the Richard L. Hopping Academic Center (a two-story building including lecture halls, study rooms, a testing center and a library); the Basic & Clinical Science Building (a two-story building including science and research labs and faculty offices); the Roger C. Wilson Administrative Building (a three-story building including a conference center, admissions and various administrative offices); the Health Professions Building (a three-story building including classrooms and labs, a student lounge, and admissions and administrative offices); the Warren and Carol Low Student Union; and a two-story parking structure (including student and employee parking, and a campus safety and security office and fitness center on the first floor).

The Anaheim Facility comprises an approximately 80,998 gross square foot, two story building, along with an adjacent surface parking lot, on an approximately 3.75 acre site located at 5460 East La Palma in Anaheim, California. The Anaheim Facility was completed in May 2016, and was occupied beginning June 2016. The Anaheim Facility is owned by the Corporation and used by the Corporation to operate Ketchum Health, the Corporation's clinical teaching facility, including the University Eye Center and Ketchum Health Family Medicine.

See "APPENDIX A – CERTAIN INFORMATION REGARDING THE BORROWER" attached hereto.

Appraisal

Kidder Mathews (the "Appraiser") appraised the sites and improvements comprising (i) the Fullerton Facility and (ii) the Anaheim Facility. In that connection, the Appraiser prepared an "as-is" market value appraisal of the Corporation's fee simple interest in each Facility, with an effective date of _____, 2021 (the "Appraisal").

The Appraisal employed [two] different approaches: [(i) the sales approach, based on the principle of substitution, which asserts that a buyer would not pay more for a property than the value of similar properties in the market; and (ii) the income approach, based on the premise that properties are purchased for their income producing potential, which considers both the annual return on the invested principal and the return of the invested principal.]

The Appraisal estimates that, as of _____, 2021, the market value of the fee simple interest in the (i) Fullerton Facility is \$_____, and (ii) the Anaheim Facility is \$_____.

Limitations. The summary of the Appraisal contained in this section is not meant to be exhaustive, and reference should be made to such report for a complete recital of its terms. Complete copies of the Appraisal are available upon request from the Underwriter. The value of the Facilities as estimated in the Appraisal represents only the opinion of the Appraiser, and only as of the effective date. The Appraiser has not been engaged to update or revise the estimates contained in the Appraisal since its effective date. See "CERTAIN RISK FACTORS – Limitations on Value of the Facilities and to Remedies Under the Deed of Trust – Limitations of Appraisals" herein.

DEBT SERVICE & BASE RENT SCHEDULE*

The annual debt service payment requirements of the Bonds are set forth in the table below.

Period Ending February 1	Series 2021A Bonds ⁽¹⁾		Series 2021B Bonds ⁽¹⁾		Total Bonds Debt Service
	Principal	Interest	Principal	Interest	
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
2044					
2045					
2046					
2047					
2048					
2049					
2050					
2051					
Totals	_____	_____	_____	_____	_____

⁽¹⁾ Totals may not add due to rounding.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

Limited Obligations of the Authority

All Bonds issued under the Indenture and at any time Outstanding will in all respects be equally and ratably secured under the terms of the Indenture, without preference, priority or distinction on account of the date or dates or the time or times of the issue or maturity of the Bonds, so that all Bonds at any time issued and outstanding will have the same right, lien and preference under and by virtue of the Indenture, and will all be equally and ratably secured thereby, except as otherwise expressly provided therein. The Bonds are special, limited obligations of the Authority payable solely out of the security specified in the Indenture.

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM, AND SECURED BY A PLEDGE OF AND LIEN ON, THE REVENUES, CONSISTING

* Preliminary, subject to change.

PRIMARILY OF LOAN REPAYMENTS MADE BY THE CORPORATION UNDER THE TERMS OF THE LOAN AGREEMENT AND THE MONEYS AND SECURITIES IN CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE. THE BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, AND ARE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE INDENTURE. THE AUTHORITY IS NOT OBLIGATED TO PAY THE PRINCIPAL OF THE BONDS, OR THE REDEMPTION PREMIUM OR INTEREST THEREON, EXCEPT FROM THE FUNDS PROVIDED UNDER THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE REDEMPTION PREMIUM OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS DOES NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.

Indenture

As security for its obligations under the Indenture, the Authority will assign, grant a security interest in and set over to the Trustee all of the Revenues and any and all rights and privileges, other than the Reserved Rights, it has under the Loan Agreement, including, without limitation, the right to collect and receive directly all of the Revenues and the right to hold and enforce any security interest, and any Revenues collected or received by the Authority shall be deemed to be held, and to have been collected or received by the Authority at the agent of the Trustee and shall forthwith be paid by the Authority to the Trustee.

Subject only to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth therein, all of the Revenues, and all amounts and securities in the funds held by the Trustee under the Indenture (excepting only moneys held in the Rebate Fund, Additional Payments paid by the Corporation pursuant to the Loan Agreement and any amounts paid by the Corporation pursuant to the Loan Agreement relating to attorneys' fees and expenses, expenses of the Authority, the City and the Trustee, and indemnification), are irrevocably pledged to the punctual payment of the principal of and interest on the Bonds. Said pledge shall constitute a first lien on and security interest in the Revenues and the other assets pledged therefor pursuant to the Indenture for the payment of the Bonds in accordance with the terms thereof and shall attach, be perfected and be valid and binding from and after authentication and delivery of the Bonds, without any physical delivery thereof or further act.

“*Revenues*” means all receipts, installment payments and other income derived by the Authority or the Trustee under the Loan Agreement or otherwise in respect of the financing of the Project as contemplated by the Loan Agreement, and any income or revenue derived from the investment of any money in any fund or account established pursuant to the Indenture (other than the Rebate Fund and any account therein), including all Loan Payments and any other payments made by the Corporation with respect to the principal of and interest on the Bonds pursuant to the Loan Agreement.

“*Reserved Rights*” means the Authority’s rights under the Loan Agreement to Additional Payments and to notices, indemnities, consultations, approvals, consents and opinions.

The Loan Agreement

Loan Payments and Other Amounts Payable. With respect to the Bonds, the Corporation covenants and agrees to pay to the Trustee as a “Loan Payment,” on the Business Day next preceding each Interest Payment Date (whether at maturity or upon prior redemption) for the Bonds, and continuing until the principal of and interest on the Bonds shall have been fully paid or provision for the payment thereof shall have been made in accordance with the Indenture, in immediately available funds, for deposit in the Bond Fund, a sum

equal to the amount then payable as principal (whether at maturity or upon redemption or acceleration) and interest on the Bonds as provided in the Indenture.

Each payment made by the Corporation pursuant to the paragraph above will at all times be sufficient to pay the total amount of interest, premium, if any, and principal (whether at maturity or upon redemption or acceleration) then payable on the Bonds; provided that any amount held by the Trustee in the Bond Fund on any due date for a Loan Payment under the Loan Agreement; and provided further that, subject to the provisions of this paragraph, if at any time the available amounts held by the Trustee in the Bond Fund are sufficient to pay all of the principal of and interest and premium, if any, on the Outstanding Bonds as such payments become due, the Corporation and the Trustee will be relieved of any obligation to make any further payments with respect to the Bonds under the provisions of the paragraph above. Notwithstanding the foregoing, if on any date the amount held by the Trustee in the Bond Fund in an amount sufficient for the payment of Loan Payments) is insufficient to make any required payments of principal of (whether at maturity or upon redemption or acceleration) and interest on the Bonds as such payments become due, (i) the Corporation shall forthwith pay such deficiency as a Loan Payment under the Loan Agreement, and (ii) any required payments of principal of (whether at maturity or upon redemption or acceleration).

In addition to Loan Payments, the Loan Agreement also requires the Corporation to pay to the party entitled thereto, to the extent not previously paid from Bond proceeds, each of the following as an “Additional Payment”:

- (i) the annual fee of the Trustee for its ordinary services rendered as trustee, and its ordinary expenses incurred under the Indenture, as and when the same become due;
- (ii) the reasonable fees, charges and expenses of the Trustee for the necessary extraordinary services rendered by it and extraordinary expenses (including reasonable attorneys’ fees) incurred by it under the Indenture, as and when the same become due;
- (iii) the cost of printing any Bonds required to be furnished by the Authority;
- (iv) 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 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 franchise taxes based upon the capital and/or income of the Trustee and taxes based upon or measured by the net income of the Trustee; provided, however, that the Corporation 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 Corporation’s expense, to protest and contest any such taxes or assessments assessed or levied upon them and that the Corporation 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 or the payment when due of the principal of and interest on the Bonds;
- (v) the reasonable fees and expenses of such accountants, consultants, attorneys and other experts as may be engaged by the Authority or the Trustee to prepare audits, financial statements, reports, opinions, continuing disclosure, if required, or provide such other services required under the Loan Agreement, the Tax Agreement or the Indenture;
- (vi) the reasonable fees and expenses of the Authority or any agent or attorney selected by the Authority to act on its behalf in connection with the Loan Agreement, the Tax Agreement, the Bonds or the Indenture, including, without limitation, any and all reasonable expenses incurred in connection with the authorization, issuance, sale and delivery of any such Bonds or in connection with

any litigation, investigation, inquiry or other proceeding which may at any time be instituted involving the Loan Agreement, the Tax Agreement, the Bonds or the Indenture or any of the other documents contemplated thereby, or in connection with the reasonable supervision or inspection of the Corporation, its properties, assets or operations or otherwise in connection with the administration of the Loan Agreement or the Tax Agreement;

(vii) the periodic fees of any rating agency requested by the Corporation to rate the Bonds;
and

(viii) to the Dissemination Agent the fees and expenses pursuant to the terms of the Continuing Disclosure Agreement.

Such Additional Payments will be billed to the Corporation by the Authority or the Trustee from time to time, together with a statement certifying that the amount billed has been incurred or paid by the Authority or the Trustee for one or more of the above items. After such a demand, amounts so billed will be paid by the Corporation within 30 days after receipt of the bill by the Corporation.

Limitation on Indebtedness. Under the Loan Agreement, the Corporation covenants and agrees that it will not incur any additional Indebtedness; provided, however, the Corporation may incur:

(a) Long-Term Indebtedness may be incurred if prior to the issuance of such additional Indebtedness the Corporation certifies that the following will be satisfied:

(i) the Debt Service Coverage Ratio for each of the three consecutive full Fiscal Years beginning in the earlier of: (i) the first full Fiscal Year following the estimated date of completion and initial use of all revenue-producing facilities to be financed with such Additional Indebtedness, based upon a certified written estimated completion date by the consulting engineer for such Facility or Facilities; or (ii) the first full Fiscal Year in which the obligor of such additional Indebtedness will have scheduled payments of interest on or principal of the additional Indebtedness to be issued for the payment of which provision has not been made from proceeds of such additional Indebtedness, investment income thereon or from other appropriate sources, provides for a Debt Service Coverage Ratio, taking into account all Outstanding Long Term Indebtedness and the additional Indebtedness to be issued, of not less than 1.10 to 1.00; and

(ii) the Debt Service Coverage Ratio for the Fiscal Year immediately preceding the assumption of the proposed additional Indebtedness is calculated to be at least 1.10 to 1.00 in such Fiscal Year[, or would have been greater than it would otherwise have been, absent such proposed additional Indebtedness].

The certification will take into account the audited results of operations of the Corporation for the most recently completed Fiscal Year and projected Gross Revenue at the completion of such Facility or Facilities financed with such additional Indebtedness

(b) Long Term Indebtedness may be incurred for the purpose of refunding any Outstanding Indebtedness, if prior to the incurrence thereof, there is delivered to the Trustee an Officer's Certificate demonstrating that (i) the Maximum Annual Debt Service will not increase by more than 10% after the incurrence of such proposed refunding Long Term Indebtedness and after giving effect to the disposition of the proceeds thereof or (ii) the total Debt Service Requirement on the Indebtedness being refinanced will not increase by more than 10% after the incurrence of such proposed refunding Long-Term Indebtedness and after giving effect to the disposition of the proceeds thereof; or (iii) the requirements summarized in paragraph (a)(i) above are met.

(c) Short-Term Indebtedness may be incurred for working capital purposes as in the Corporation's judgment is deemed expedient, provided that in no event will the Corporation incur Short-Term Indebtedness that, together with outstanding Nonrecourse Indebtedness, is in excess of 25% of Operating Expenses in any Fiscal Year.

(d) The Corporation may incur or assume Nonrecourse Indebtedness, provided that in no event will the Corporation incur Nonrecourse Indebtedness that, together with Short-Term Indebtedness, is in excess of 25% of Operating Expenses in any Fiscal Year.

(e) Indebtedness consisting of purchase money obligations with respect to any item of equipment related to the Facility may be incurred without limitation.

(f) Indebtedness consisting of leases which are considered operating leases under generally accepted accounting principles may be incurred without limitation.

(g) Subordinated Indebtedness may be incurred without limitation.

"Debt Service Coverage Ratio" means for any Fiscal Year the ratio determined by dividing the Income Available for Debt Service for such Fiscal Year by the Debt Service Requirement (as defined in the Indenture) for such Fiscal Year.

"Income Available For Debt Service" means, unless the context provides otherwise, as to any period of time, the Gross Revenues less expenses of the Corporation relating to the operation and management of the Facilities; provided that no determination thereof shall take into account: (a) any gain or loss resulting from either the early extinguishment or refinancing of Indebtedness or the sale, exchange or other disposition of capital assets not made in the ordinary course of business; (b) gifts, grants, bequests, donations and contributions, exclusive of any gifts, grants, bequests, donations and contributions to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for the payment of Debt Service Requirement; (c) the net proceeds of insurance (other than business interruption insurance) and condemnation awards; (d) adjustments to the value of assets or liabilities resulting from changes in generally accepted accounting principles; (e) unrealized gains or losses that do not result in the receipt or expenditure of cash, including the extinguishment of debt; (f) nonrecurring items which do not involve the receipt, expenditure or transfer of assets; and (g) interest expense on Long-Term Indebtedness.

"Gross Revenues" means all present and future accounts, general intangibles and all revenues, income, receipts and money received by or on behalf of the Corporation with respect to, in connection with, or derived in any way from, the Facilities, including:

(a) tuition and fee revenues;

(b) other gross revenues derived from the operation and possession of the Facilities;

(c) gifts, grants, bequests, donations and contributions, exclusive of any gifts, grants, bequests, donations and contributions to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for the payment of Loan Payments, Additional Payments or any payments with respect to Parity Debt;

(d) proceeds derived from (i) condemnation proceeds, (ii) accounts receivable, (iii) securities and other investments, (iv) inventory and other tangible and intangible property, (v) insurance proceeds, and (vi) contract rights and other rights and assets now or hereafter owned by the Corporation;

(e) rentals received from the lease of office space in the Facilities; and

- (f) amounts derived from a foreclosure under the Deed of Trust.

Notwithstanding the foregoing, “Gross Revenues” shall not include amounts received by or on behalf of, or moneys due to the Corporation in connection with any government issued student loan programs, subject to refund under regulations, in which the Corporation participates or may hereafter participate; provided that for purposes of the computation of the tuition revenues component of Gross Revenues under the Limitations on Indebtedness described above and the Debt Service Coverage Ratio calculations described below, the Corporation may include such amounts.

Debt Service Coverage Ratio. The Corporation covenants and agrees to calculate for each Fiscal Year, beginning with the Fiscal Year ending June 30, 2022, the Debt Service Coverage Ratio based on its audited financial statements for such Fiscal Year, and to provide a copy of such calculation to the Trustee. The Corporation covenants to maintain Gross Revenues such that the Debt Service Coverage Ratio at the end of each Fiscal Year is at least 1.10 to 1.00. Except as provided below, the Corporation’s failure to achieve the required Debt Service Coverage Ratio will not constitute an Event of Default under the Loan Agreement if the Corporation promptly engages an Independent Consultant to prepare a report with recommendations for meeting the required Debt Service Coverage Ratio or, if in the opinion of the Independent Consultant the attainment of such level is impracticable, to the highest level attainable in such Fiscal Year. Any Independent Consultant will be required to submit its recommendations to the Corporation and the Trustee within 90 days after being so retained. The Corporation agrees to implement the recommendations of the Independent Consultant, to the fullest extent permitted by law. The Corporation will not be obligated to retain an Independent Consultant pursuant to this Section more often than once during any 24-month period. Notwithstanding the foregoing, the Corporation’s failure to achieve a Debt Service Coverage Ratio of 1.00 to 1.00 will constitute an Event of Default under the Loan Agreement.

Gross Revenue Pledge. The Corporation pledges and grants a security interest, to the extent permitted by law, to the Trustee, as assignee of the Authority, in all Gross Revenues and the proceeds thereof, to secure the obligations of the Corporation under the Loan Agreement. The Corporation agrees that, as long as any of the Bonds remain Outstanding or any Additional Payments remain unpaid, all of the Gross Revenues shall be deposited as soon as practicable upon receipt in a fund designated as the “Gross Revenue Fund,” which the Corporation will establish and maintain subject to the provisions of the following paragraph, in an account or accounts at such banking institution or institutions as the Corporation shall from time to time designate in writing to the Trustee for such purpose (the “Depository Bank(s)”). Subject to the provisions of the Loan Agreement permitting the application thereof for the purposes and on the terms and conditions set forth in the Loan Agreement, the Corporation pledges, and to the extent permitted by law grants a security interest to the Trustee, as assignee of the Authority (for the benefit of the Owners and the holders of any Parity Debt, as and to the extent set forth in the Loan Agreement), in the Gross Revenue Fund and all of the Gross Revenues to secure the payment of the Loan Payments and Additional Payments and the performance by the Corporation of its other obligations under the Loan Agreement and the payment and performance of all obligations of the Corporation under any Parity Debt agreements. The Corporation agrees to execute and deliver such control agreements and other documents and instruments, and to take any other action as may be necessary or reasonably requested by the Trustee or the Authority in order to perfect or maintain as perfected such security interest or give public notice thereof. If at any time when there are Bonds Outstanding, the Corporation will establish a new depository account with a Depository Bank constituting a part of the Gross Revenue Fund, the Corporation covenants and agrees to notify the Trustee thereof and to cooperate with the Trustee in effecting a first lien on such agreements and other documents and instruments and by taking any other action, as may be necessary or reasonably required by the Trustee or the Authority in order to perfect or maintain as perfected such security interest or give public notice thereof. For the avoidance of doubt, to the extent the Corporation employs investment managers who by the terms of their engagement, reinvest earnings, receipts and proceeds of investments, to the extent such moneys constitute Gross Revenues the Corporation will be under no obligation to deposit such moneys in the Gross Revenue Fund until actually received by the Corporation, provided that if at any time the Gross Revenue Fund is transferred to the name and credit of the Trustee as

described herein, the Corporation will instruct investment managers to remit receipts and proceeds of investment to the Corporation promptly upon receipt.

Amounts in the Gross Revenue Fund may be used and withdrawn by the Corporation at any time for any lawful purpose, except as hereinafter provided. In the event that the Corporation is delinquent for more than one Business Day in the payment or required prepayment of any Loan Payment or any payment with respect to Parity Debt, the Trustee will notify the Authority, the Corporation and the Depository Bank(s) of such delinquency, and, unless such Loan Payment or payment with respect to Parity Debt is paid within five days after receipt of such notice, the Corporation will cause the Depository Bank(s) to transfer the Gross Revenue Fund to the name and credit of the Trustee, as assignee of the Authority. The Gross Revenue Fund will remain in the name and to the credit of the Trustee until the amounts on deposit in said fund are sufficient to pay in full (or have been used to pay in full) all Loan Payments in default and payments required with respect to Parity Debt in default and until all other Loan Agreement Defaults and events of default with respect to Parity Debt known to the Trustee shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, whereupon the Gross Revenue Fund (except for the Gross Revenues required to make such payments or cure such defaults) will be transferred by the Depository Bank(s) automatically back to the name and credit of the Corporation. During any period that the Gross Revenue Fund is held in the name and to the credit of the Trustee, the Trustee will use and withdraw from time to time amounts in said fund to make Loan Payments, Additional Payments and the other payments required of the Corporation under the Loan Agreement or with respect to any Parity Debt as such payments become due (whether by maturity, prepayment, acceleration or otherwise), and, if such amounts shall not be sufficient to pay in full all such payments due on any date, then, first, to the payment of Loan Payments and debt service with respect to Parity Debt, ratably, according to the amounts due respectively for Loan Payments and such Parity Debt debt service, without discrimination or preference, and then to such other payments in the order which the Trustee, in its sole discretion, shall determine to be in the best interests of the holders of the Bonds and such Parity Debt, without discrimination or preference. During any period that the Gross Revenue Fund is held in the name and to the credit of the Trustee, the Corporation shall not be entitled to use or withdraw any of the Gross Revenues unless (and then only to the extent that) the Trustee, in its sole discretion, so directs for the payment of current or past due Operating Expenses of the Corporation pursuant to a budget prepared by the Corporation; provided, however, that the Corporation shall be entitled to use or withdraw any amounts in the Gross Revenue Fund which do not constitute Gross Revenues.

“*Parity Debt*” means indebtedness (a) incurred by the Corporation in accordance with the Loan Agreement, and (b) secured by a lien on or security interest in Gross Revenues in the Gross Revenue Fund or other collateral equally and ratably with the obligations of the Corporation under the Loan Agreement. The terms of such indebtedness described above shall require that (i) the trustee, if any, for such indebtedness be the Trustee; and (ii) an event of default for such indebtedness shall include an Event of Default under the Loan Agreement.

Limitation on Encumbrances. The Corporation covenants and agrees that it will not create, assume or suffer to exist any mortgage, deed of trust, pledge, security interest, encumbrance, lien or charge of any kind (including any charge upon property purchased under conditional sales or other title retention agreements) upon the Corporation or any of its Property, whether now owned or hereafter acquired other than to secure Parity Debt pursuant to the Loan Agreement; provided, however, that notwithstanding the foregoing, the Corporation may create, assume or suffer to exist Permitted Encumbrances (as defined in the Indenture).

Accreditation. The Corporation will maintain its accreditation by the Western Association of Schools and Colleges or its successors as a body that accredits colleges and universities or, if none, another nationally recognized body or bodies that accredits colleges and universities. The Corporation covenants to provide to the Authority and the Trustee, within 30 days of receipt thereof, copies of any letter in which the accrediting agency places the Corporation on probation or indicates that the Corporation’s accreditation is being revoked.

Deed of Trust. In order to further secure the payment and performance of all obligations of the Corporation under the Loan Agreement, the Corporation agrees to execute and deliver that certain Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing, dated as of August 1, 2021, from the Corporation for the benefit of the Trustee (the “Deed of Trust”), and such other deed of trust as may be necessary from time to time to grant the Trustee a first priority lien to the Trustee upon certain land comprising the Fullerton Facility and the Anaheim Facility (collectively, the “Deed of Trust Property”). The Corporation covenants and agrees to grant, concurrently with the delivery of the Bonds, a lien on the Deed of Trust Property pursuant to the Deed of Trust; provided that lien of such Deed of Trust will be subject to such other Permitted Encumbrances as are permitted by the Indenture and the Deed of Trust.

The Corporation covenants and agrees that, simultaneously with the delivery of the Bonds, the Corporation will deliver to the Trustee a mortgagee title insurance policy on the Deed of Trust Property in an amount equal to the aggregate outstanding principal amount of the Bonds.

CERTAIN RISK FACTORS

Investment in the Bonds involves substantial risks. The following information should be considered by prospective investors in evaluating the Bonds. However, the following does not purport to be an exclusive listing of risks and other considerations which may be relevant to investing in the Bonds, and the order in which the following information is presented is not intended to reflect the relative importance of any such risks. Certain factors which could result in a reduction of revenues available to the Corporation and a corresponding reduction in payments made to the Authority by the Corporation are discussed herein.

A number of factors could have an adverse impact on the ability of the Corporation to generate revenues needed to meet its obligations under the Loan Agreement. There can be no assurance given that revenues of the Corporation will not decrease. Any and all financial projections are only good faith estimates and are not intended as a representation or warranty as to the future financial condition of the Corporation.

See “APPENDIX A – CERTAIN INFORMATION CONCERNING THE CORPORATION” and “APPENDIX B – AUDITED FINANCIAL STATEMENTS OF THE CORPORATION FOR THE FISCAL YEAR ENDED JUNE 30, 2020” attached hereto.

Sufficiency of Revenues

The Bonds are payable primarily from Revenues which are derived from payments received under the Loan Agreement. The Corporation will also encumber the Facilities with the Deed of Trust as security for the obligation to make the payments under the Loan Agreement.

The Corporation’s primary expected source of the revenues will be the Gross Revenues, composed of revenues received by the Corporation in connection with the Facilities, including tuition and fees; unrestricted gifts, grants, bequests, donations and contributions; rental revenues; and any insurance and condemnation proceeds. No feasibility studies have been conducted with respect to operations of the Facilities pertinent to the Bonds. See Appendix A for information regarding enrollment of the Corporation’s higher education programs.

Based on present circumstances, including its successful operating history, the Corporation believes it will generate a sufficient amount of such revenues to meet its payment obligations under the Loan Agreement. However, the basis of the assumptions utilized by the Corporation to formulate such belief may otherwise change. No representation or assurance can be made that the Corporation will continue to generate sufficient revenues to meet its obligations under the Loan Agreement with respect to the Bonds.

THE CORPORATION CURRENTLY OWNS AND/OR OPERATES, AND MAY IN THE FUTURE OWN AND/OR OPERATE, FACILITIES IN ADDITION TO THE PROPERTY SUBJECT TO THE DEED

OF TRUST. THE OBLIGATIONS OF THE CORPORATION UNDER THE LOAN AGREEMENT ARE NOT SECURED GENERALLY BY SUCH PROPERTIES OF THE CORPORATION OR ITS AFFILIATES. THE OBLIGATION OF THE CORPORATION TO MAKE PAYMENTS UNDER THE LOAN AGREEMENT IS A SPECIAL OBLIGATION LIMITED SOLELY TO THE GROSS REVENUES, WHICH REVENUE DERIVES SOLELY FROM THE OPERATION OF THE FACILITIES AND NOT ANY OTHER REVENUES OF THE CORPORATION. SEE “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” HEREIN.

THE BONDS ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM, AND SECURED BY A PLEDGE OF AND LIEN ON, THE REVENUES, CONSISTING PRIMARILY OF LOAN REPAYMENTS MADE BY THE CORPORATION UNDER THE TERMS OF THE LOAN AGREEMENT AND THE MONEYS AND SECURITIES IN CERTAIN FUNDS HELD BY THE TRUSTEE UNDER THE INDENTURE. THE BONDS DO NOT CONSTITUTE A DEBT OR LIABILITY OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, OTHER THAN THE AUTHORITY, AND ARE PAYABLE SOLELY FROM THE FUNDS PROVIDED THEREFOR IN THE INDENTURE. THE AUTHORITY IS NOT OBLIGATED TO PAY THE PRINCIPAL OF THE BONDS, OR THE REDEMPTION PREMIUM OR INTEREST THEREON, EXCEPT FROM THE FUNDS PROVIDED UNDER THE INDENTURE AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE REDEMPTION PREMIUM OR INTEREST ON THE BONDS. THE ISSUANCE OF THE BONDS DOES NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OF CALIFORNIA OR ANY POLITICAL SUBDIVISION THEREOF TO LEVY OR TO PLEDGE ANY FORM OF TAXATION OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT. THE AUTHORITY HAS NO TAXING POWER.

Reliance on Projections; Operating History

See Appendix A for information regarding historical, current and projected academic enrollment of the Corporation. No assurance is given that such projections will be met, or that the number of students attending the Corporation’s academic programs may not diminish in the future. The projections of revenues and expenses contained in Appendix A are based upon the number of students projected to be enrolled at the Corporation and were prepared by the Corporation and have not been independently verified by any party other than the Corporation.

Additionally, certain of the academic programs operated by the Corporation have limited operational history. See “APPENDIX A – CERTAIN INFORMATION CONCERNING THE CORPORATION” attached hereto.

No feasibility studies have been conducted with respect to operations of the Facilities pertinent to the Bonds. The projections are “forward-looking statements” and are subject to the general qualifications and limitations described herein. The Underwriter has not independently verified the Corporation’s projections set forth in Appendix A or otherwise, and makes no representations nor gives any assurances that such projections, or the assumptions underlying them, are complete or correct. Further, the projections relate only to a limited number of fiscal years, and consequently do not cover the entire period that the Bonds will be outstanding.

THE CORPORATION PREPARED THE PROJECTIONS BASED ON ASSUMPTIONS ABOUT FUTURE OPERATIONS OF THE FACILITIES, INCLUDING STUDENT ENROLLMENT AND EXPENSES. THERE CAN BE NO ASSURANCE THAT ACTUAL ENROLLMENT REVENUES AND EXPENSES WILL BE CONSISTENT WITH THE ASSUMPTIONS UNDERLYING SUCH PROJECTIONS. MOREOVER, NO GUARANTEE CAN BE MADE THAT THE PROJECTIONS OF REVENUES AND EXPENSES INCLUDED HEREIN WILL CORRESPOND WITH THE RESULTS

ACTUALLY ACHIEVED IN THE FUTURE BECAUSE THERE CAN BE NO ASSURANCE THAT ACTUAL EVENTS WILL CORRESPOND WITH THE PROJECTIONS' UNDERLYING ASSUMPTIONS. ACTUAL OPERATING RESULTS MAY BE AFFECTED BY MANY FACTORS, INCLUDING, BUT NOT LIMITED TO, INCREASED COSTS, LOWER THAN ANTICIPATED REVENUES (AS A RESULT OF INSUFFICIENT ENROLLMENT OR OTHERWISE), EMPLOYEE RELATIONS, CHANGES IN TAXES, CHANGES IN APPLICABLE GOVERNMENT REGULATIONS, CHANGES IN DEMOGRAPHIC TRENDS, CHANGES IN EDUCATION COMPETITION AND CHANGES IN LOCAL OR GENERAL ECONOMIC CONDITIONS.

REFER TO "APPENDIX A – CERTAIN INFORMATION CONCERNING THE CORPORATION" TO REVIEW THE PROJECTIONS, THEIR UNDERLYING ASSUMPTIONS, AND THE OTHER FACTORS THAT COULD CAUSE ACTUAL RESULTS TO DIFFER SIGNIFICANTLY FROM PROJECTED RESULTS. REFER TO "INTRODUCTION" ABOVE, FOR QUALIFICATION AND LIMITATIONS APPLICABLE TO FORWARD-LOOKING STATEMENTS.

Factors Affecting the Financial Performance of the Corporation

There are a number of factors affecting educational institutions in general, including the Corporation, that could have an adverse effect on the Corporation's ability to collect revenues, including Gross Revenues, sufficient to make the payments required under the Loan Agreement. These factors include, but are not limited to, the continued availability to the Corporation of revenues from a variety of sources sufficient to meet obligations such as the Borrower's operating expenses, debt service on other debt and extraordinary costs or expenses which may occur from time to time. Revenues and expenses of the Corporation will be affected by future events and conditions relating generally to, among other things: the ability to attract a sufficient number of students with sufficient resources to pay the tuition charged by the Corporation during the time that the Bonds remain outstanding; the availability to certain of the Corporation's students of access to Federal Student Financial Assistance Program funding by the Department of Education; demographic changes that may affect the number of students who will be attracted to and enroll at the Corporation; the ability of the Corporation to attract highly qualified members of the Board of Trustees and Corporation administration; the abilities of the Corporation's Board of Trustees and administration to direct, manage and operate the Corporation; the Corporation's ability to control expenses; the Corporation's ability to maintain or increase rates for tuition and other fees without adversely affecting enrollment; the ability of the Corporation to attract and retain quality faculty members for its educational programs; the ability of the Corporation to maintain, or increase its endowment and other investments the results of investments of the Corporation's endowment and other funds; the increasing costs of compliance with federal or State laws and regulations, including, without limitation, laws and regulations concerning environmental quality, work safety and accommodating persons with disabilities; and the effects of any unionization of the Corporation's work force with consequent impacts on wage scales and operating costs. No assurances can be given that these or other sources of revenues will be adequate to meet the expenses of the Corporation.

Future revenues and expenses of the Corporation will be subject to conditions which may differ from current conditions to an extent that cannot be determined at this time. Descriptions of the Corporation's current finances and operations as well as certain projected financial and operating results of the Corporation are contained in "APPENDIX A – CERTAIN INFORMATION CONCERNING THE CORPORATION" attached hereto.

Student Enrollment. The adequacy of Corporation revenues will depend on maintaining enrollment levels as well as being able to charge sufficient rates for tuition and fees to cover the Corporation's operating expenses and debt service. Competition for students for the Corporation's programs is substantial. In addition, changing demographics can substantially affect enrollment levels. The Corporation competes with other private and public colleges and universities. There can be no assurance that the Corporation can continue to enroll a sufficient number of students to generate revenues sufficient to meet its payment obligations under

the Loan Agreement, which would adversely affect the payment of debt service on the Bonds. See “APPENDIX A – CERTAIN INFORMATION CONCERNING THE CORPORATION” attached hereto.

Reliance on Financial Aid. The Corporation participates in federal and other financial aid programs, including the Federal Pell Grant and Federal Supplemental Educational Opportunity Grant programs, the Federal Work-Study Program, the Federal Direct Student Loan Program. Other non-federal programs include state scholarships, private scholarships, and tuition waivers. Over the past five years, between ___% to ___% of the Corporation’s students have received some form of scholarship or financial aid, including some students who are primarily dependent upon such financial aid to pay tuition and other costs of their educations. The Corporation’s Administration believes that a significant majority of its other students also receive financial aid in various forms. The financial results of the Corporation, and its ability to pay its operating expenses and debt service, would likely be adversely affected if any of the financial aid programs were reduced or discontinued without any replacement programs taking their place or if the Corporation became ineligible to participate in any of the financial aid programs.

Endowment Income. [The Corporation’s budget does not currently include spending from endowment income.] However, to the extent necessary, the Corporation could use certain endowment income to make up for revenue or other budget shortfalls. The Corporation invests its money pursuant to investment policies adopted from time to time by its Board of Trustees. All investments made by the Corporation contain a degree of risk. Such risks include, but are not limited to, a lower rate of return than expected, loss of market value and loss or delayed receipt of principal.

Global markets have experienced volatility as a result of the COVID-19 pandemic, which has significantly increased economic uncertainty and has had, and will likely to continue to have, an unprecedented and unpredictable adverse global impact. See “— Outbreak of Disease; Coronavirus” herein. [The Corporation’s investment account values fell along with the market at the beginning of the response to the COVID-19 pandemic in early 2020; however, they have since recovered from the market lows.] The occurrence of these events with respect to amounts invested by the Corporation could have a material adverse effect on the availability of funds for the payment by the Corporation of amounts due pursuant to the Loan Agreement or amounts required for its ongoing operations.

Changes in Senior Management. As is the case with any educational institution, changes in senior management will occur over time. Such changes may adversely affect the future course of the Corporation, including its operations and financial results. For information on the Corporation’s current senior management, see “APPENDIX A – CERTAIN INFORMATION CONCERNING THE BORROWER” attached hereto.

Changes in Accreditation and Licensures. The Corporation is accredited by Western Association of Schools and Colleges (“WASC”) Senior College and University Commission. Additionally, the Corporation’s College of Pharmacy Doctor of Pharmacy program is accredited by the Accreditation Council for Pharmacy Education. The Corporation’s WASC accreditation will be reviewed in 20__.

In order to attract students and to qualify under federal, state, and private student financial aid programs, the Corporation must maintain its accreditation with its current and successor accreditation agencies. See “APPENDIX A – CERTAIN INFORMATION CONCERNING THE CORPORATION – [Accreditation and Memberships]” attached hereto. There is no guarantee that each of these accreditations will be successfully maintained in the future.

Additional Indebtedness

The Loan Agreement permits the issuance of Additional Indebtedness by the Corporation, subject to certain conditions and limitations. Such Additional Indebtedness may be issued on a parity basis with the Bonds, and secured ratably with the Bonds by the Gross Revenues. If secured on a parity basis, any such

parity Indebtedness would be entitled to share ratably with the holders of the Bonds and any other holder of parity debt in any moneys realized from the exercise of remedies in the event of a default by the Corporation to the extent provided in the Bond Documents. The amount of any such Additional Indebtedness is undetermined at this time. The issuance of Additional Indebtedness may adversely affect the investment security of the Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS –Loan Agreement – Limitations on Indebtedness” herein.

Cybersecurity

The Corporation, like many other public and private entities, relies on a technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the Corporation is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the Corporation’s digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. [Within the last five years, the Corporation has not experienced attacks on its computer operating systems which resulted in a breach of its cybersecurity systems that are in place. No assurances can be given that the Corporation’s efforts to manage cyber threats and attacks will be successful or that any such attack will not materially impact the operations or finances of the Corporation. The Corporation carries cybersecurity insurance.]

Risk of Noncontinued Philanthropy or Grants

The Corporation receives gifts, grants and donations from private and public sources. For a variety of reasons, the amount of annual gifts and fundraising results are difficult to project with precision. These reasons include the voluntary nature of charitable giving, the effect of the general and local economy on giving, the unpredictability of the effectiveness of the marketing of a fundraising campaign, the varying tax treatments of the deductibility of gifts and many other factors.

A failure to attain sufficient levels of gifts and support could have a material adverse effect on the Corporation’s ability to maintain its current level of operations and pay debt service on the Bonds. While the Corporation believes its fundraising goals to be reasonable, it is possible that its goals will not be attained.

Tax Related Issues

Tax-Exempt Status of Interest on the Series 2021A Bonds. The Code imposes a number of requirements that must be satisfied for interest on state and local obligations, such as the Series 2021A Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of Series 2021A Bond proceeds, limitations on the investment earnings of Series 2021A Bond proceeds prior to expenditure, a requirement that certain investment earnings on Series 2021A Bond proceeds be paid periodically to the United States and a requirement that the issuers file an information report with the Internal Revenue Service (the “IRS”). The Authority and the Corporation have covenanted in certain of the documents referred to herein that they will comply with such requirements. Failure by any of the foregoing to comply with the requirements stated in the Code and related regulations, rulings and policies may result in the treatment of interest on the Series 2021A Bonds as taxable, retroactively to the date of issuance of the Series 2021A Bonds.

Maintenance of Tax-Exempt Status. The tax-exempt status of the Series 2021A Bonds depends upon the maintenance by the Corporation of its status as an organization described in Section 501(c)(3) of the Code. The maintenance of such status is contingent on compliance with general rules promulgated in the Code and related regulations regarding the organization and operation of tax-exempt entities, including the operation for charitable and educational purposes and avoidance of transactions which may cause the assets of either to inure to the benefit of private individuals.

In recent years, the IRS has increased the frequency and scope of its audit and other enforcement activity regarding tax-exempt organizations. As a result, tax-exempt organizations are increasingly subject to a greater degree of scrutiny. The primary penalty available to the IRS under the Code with respect to a tax-exempt entity engaged in unlawful private benefit is the revocation of tax-exempt status. Although the IRS has not frequently revoked the 501(c)(3) tax-exempt status of nonprofit corporations, it could do so in the future. Loss of tax-exempt status by the Corporation could potentially result in loss of tax exemption of interest on the Series 2021A Bonds and of other existing and future tax-exempt debt of the Corporation, if any, and defaults in covenants regarding the Series 2021A Bonds and other existing and future tax-exempt debt, if any, would likely be triggered.

Less onerous sanctions have been enacted which focus enforcement on private persons who transact business with a tax-exempt organization rather than the tax-exempt organization, but these sanctions do not replace the other remedies available to the IRS as mentioned above.

State Income Tax Exemption. The loss by the Corporation of federal tax exemption might trigger a challenge to its State income tax exemption. Such event could be adverse and material.

Unrelated Business Income. In recent years, the IRS and state, county and local taxing authorities have been undertaking audits and reviews of the operations of tax-exempt organizations with respect to their exempt activities and the generation of unrelated business taxable income (“UBTI”). The Corporation believes that any activities generating UBTI will be properly accounted for and reported; nevertheless, an investigation or audit could lead to a challenge which could result in taxes, interest and penalties with respect to unreported UBTI and in some cases could ultimately affect the tax-exempt status of the Corporation, as well as the exclusion from gross income for federal income tax purposes of the interest on the Series 2021A Bonds.

Exemption from Property Taxes. In recent years, State, county and local taxing authorities have been undertaking audits and reviews of the operations of tax-exempt corporations with respect to their real property tax exemptions. The management of the Corporation believes that the Facilities are exempt from California *ad valorem* real property taxation.

Determination of Taxability. If a Determination of Taxability (as defined in the Indenture) were to occur, the Series 2021A Bonds would be subject to mandatory redemption as a whole at the principal amount thereof, plus accrued interest thereon to the date of redemption on the earliest practicable date selected by the Trustee, after consultation with the Corporation, but in no event later than six months following the finalization of the Determination of Taxability. See “THE BONDS – Redemption – Mandatory Redemption Upon Determination of Taxability” herein.

Claims and Insurance Coverage

Litigation could arise from the corporate and business activities of the Corporation. Such litigation may result as a result of the Corporation’s status as an employer. Many of these risks are covered by insurance, but some are not. For example, claims arising from wrongful termination or sexual molestation claims and business disputes may not be covered by insurance or other sources. Such claims may, in whole or in part, constitute a significant liability of the Corporation if determined or settled adversely, as may any additional claims for other torts, accidents, or environmental enforcement actions, to the extent such claims exceed the limits of applicable insurance coverage.

Additionally, claims could arise relating to employee or student exposure to disease or other public health risks, such as COVID-19. Such claims may exceed the limits of applicable insurance, or may not be covered at all, and may constitute a significant liability of the Corporation. See “— Outbreak of Disease; Coronavirus” herein.

The Corporation covenants and agrees in the Loan Agreement that it will maintain, or caused to be maintained, property, general liability and business interruption insurance with respect to the Facilities at levels set forth therein. The Corporation is not obligated by the Loan Agreement to maintain earthquake insurance and there can be no assurance that the Corporation will obtain such coverage in the future. See “APPENDIX C – SUMMARY OF PRINCIPAL BOND DOCUMENTS – LOAN AGREEMENT” attached hereto.

Bankruptcy

The rights and remedies of the Beneficial Owners of the Bonds are subject to various provisions of the Federal Bankruptcy Code (the “Bankruptcy Code”). If the Corporation were to become a debtor in a bankruptcy case, its revenues and certain of its accounts receivable and other property created or otherwise acquired after the filing of such petition and for up to 90 days prior to the filing of such petition may not be subject to the security interest created under the Deed of Trust for the benefit of the Beneficial Owners of the Bonds. The filing would operate as an automatic stay of the commencement or continuation of any judicial or other proceeding against such entity, and its property, and as an automatic stay of any act or proceeding to enforce a lien upon or to otherwise exercise control over such property. If the bankruptcy court so ordered, the property of the Corporation, including accounts receivable and proceeds thereof, could be used for the financial rehabilitation of such entity despite the security interest of the Trustee therein. While the Bankruptcy Code requires that the interest of the Trustee as lien owner be adequately protected before the collateral may be used by the Corporation, such protection could take the form of a replacement lien on assets acquired or created after the bankruptcy petition is instituted. The rights of the Trustee to enforce liens and security interests against the Corporation’s assets could be delayed during the pendency of the rehabilitation proceedings.

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

Limitations on Value of the Facilities and to Remedies Under the Deed of Trust

Maintenance of Value. The Facilities are located in a region that has experienced significant real property market volatility over the past several years. There can be no assurance made that, should the Corporation default in making payments under the Loan Agreement, the Facilities could be foreclosed upon and sold for the amounts owed under the Loan Agreement.

Limitations of Appraisals. Appraisals are estimates of value and not an assurance of what any particular property would bring on sale. Appraisals also are subject to numerous other limitations set forth therein. Potential investors should not assume that the appraised values set forth in “PLAN OF REFUNDING” represents a reliable estimate of what the Facilities would bring in liquidation following an Event of Default. See “PLAN OF REFUNDING – Appraisal” herein.

Hazardous Substances. While governmental taxes, assessments and charges are common claims against the value of property, other less common claims may be relevant. One of the most serious in terms of the potential reduction in the value that may be realized is a claim with regard to hazardous substances. In general, the Corporation may be required by law to remedy conditions of a Facility relating to release of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act

of 1980, sometimes referred to as “CERCLA” or the “Superfund Act,” is the most well-known and widely applicable of these laws. California laws with regard to hazardous substances are stringent and similar to certain federal acts. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of property whether or not the owner (or operator) had or has anything to do with the creation or handling of the hazardous substance. The effect, therefore, should a Facility be affected by a hazardous substance, is generally to reduce the marketability and value of the parcel by the cost of remedying the condition. Further, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling the hazardous substance. Any of these potentialities could significantly affect the value of the Facilities that would be realized upon a default and foreclosure.

If hazardous substances are found to be located on a property, owners of such property may be held liable for costs and other liabilities related to the removal of such substances which costs and liabilities could exceed the value of the Facilities or any portion thereof.

The Corporation has not undertaken environmental site assessments relating to the Facilities in connection with the issuance of the Bonds.

Foreclosure. There are two methods of foreclosing on a deed of trust or mortgage under California law, by nonjudicial sale and by judicial sale. Foreclosure under a deed of trust may be accomplished by a nonjudicial trustee’s sale under the power of sale provision in the deed of trust. Prior to such sale, the trustee must record a notice of default and election to sell and send a copy to the trustor, to any person who has recorded a request for a copy of the notice of default and notice of sale, to any successor in interest of the trustor and to certain other parties discernable from the real property records. The trustee then must wait for the lapse of at least three months after the recording of the notice of default and election to sell before establishing the trustee’s proposed sale date and giving a notice of sale (in a form mandated by California statutes). The notice of sale must be posted in a public place and published once a week for three consecutive calendar weeks, with the first such publication preceding the trustee’s sale by at least 20 days. Such notice of sale must be posted on the property and sent, at least 20 days prior to the trustee’s sale, to the trustor, to each person who has requested a copy, to any successor in interest of the trustor, to the beneficiary of any junior deed of trust and to certain other parties discernable from the real property records. In addition, the notice of sale must be recorded with the county recorder at least 14 days prior to the date of sale. The trustor, any successor in interest of the trustor in the trust property, or any person having a junior lien or encumbrance of record may, during the statutory reinstatement period, which extends to five days prior to the sale date, cure any monetary default by paying any delinquent installments of the debt then due under the terms of the deed of trust and certain other obligations secured thereby (exclusive of principal due by virtue of acceleration upon default) plus costs and expenses actually incurred in enforcing the obligation and certain statutorily limited attorneys’ and trustees’ fees. Following a nonjudicial sale, neither the trustor nor any junior lienholder has any right of redemption, and the beneficiary may not ordinarily obtain a deficiency judgment against the trustor.

Should foreclosure under a deed of trust be sought in the form of a judicial foreclosure, it is generally subject to most of the delays and expenses of other lawsuits, and may require several years to complete. The primary advantage of a judicial foreclosure is that the beneficiary is entitled, subject to other limitations, to obtain a deficiency judgment against the trustor to the extent that the amount of the debt is in excess of the fair market value of the property. Following a judicial foreclosure sale, the trustor or its successors in interest may redeem the property for a period of one year (or a period of only three months if the proceeds of sale are sufficient to satisfy the debt, plus interest and costs). In addition, in order to assure collection of any rents assigned as additional collateral under the Deed of Trust, a receiver for the Facilities may be appointed by a court.

Factors That Could Affect the Security Interest in the Facilities; Superior Liens. The Trustee’s security interest in the Facilities may be subordinated to the interest and claims of others in several instances. Some examples of cases of subordination of prior claims are (i) statutory liens, (ii) rights arising in favor of the United States of America or any agency thereof, (iii) present or future prohibitions against assignment in any

statutes or regulations, (iv) constructive trusts, equitable liens or other rights impressed or conferred by any state or federal court in the exercise of its equitable jurisdiction, (v) federal or state bankruptcy or insolvency laws that may affect the enforceability of the Loan Agreement, (vi) rights of third parties in amounts not in the possession of the Trustee, and (vii) claims that might arise if appropriate financing or continuation statements are not filed in accordance with the California Uniform Commercial Code as from time to time in effect.

Damage, Destruction or Condemnation. Although the Corporation will be required to obtain certain insurance against damage or destruction as set forth in the Loan Agreement, there can be no assurance that any portion of the Facilities will not suffer losses for which insurance cannot be or has not been obtained or that the amount of any such loss, or the period during which the Corporation, as a result of damage or destruction to a Facility, cannot generate revenues, will not exceed the coverage of such insurance policies.

If a Facility, or any portion thereof, is damaged or destroyed, or is taken in a condemnation proceeding, the proceeds of insurance or any condemnation award for such Facility, or any portion thereof, must be applied as provided in the Loan Agreement to restore or rebuild such Facility or to redeem Bonds. There can be no assurance that the amount of revenues available to restore or rebuild a Facility, or any portion thereof, or to redeem Bonds will be sufficient for that purpose, or that any remaining portion of such Facility will generate revenues sufficient to pay the expenses of the Corporation and the Loan Repayments.

The Corporation covenants in the Loan Agreement to maintain, or cause to be maintained, the Facilities (a) in as reasonably safe condition as its operations shall permit; and (b) in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof. However, there can be no assurance that the amount of funds available to maintain the Facilities will be sufficient for that purpose, or that the Facilities will continue to generate revenues sufficient to pay the expenses of the Corporation and the Loan Repayments.

Seismic. The Facilities are located in a seismically active region of California. The occurrence of severe seismic activity could result in substantial damage to a Facility, which could adversely affect the ability of the Corporation to operate such Facility or to make the Loan Repayments and could adversely affect the value of such Facility. The Corporation is not obligated by the Loan Agreement to maintain earthquake insurance on the Facilities and there can be no assurance that the Corporation will obtain such coverage in the future.

Flood. The occurrence of flooding could result in substantial damage to a Facility, which could adversely affect the ability of the Corporation to operate such Facility or make the Loan Repayments and could adversely affect the value of such Facility.

The Facilities are not located in a special flood hazard area. The Corporation is not obligated by the Loan Agreement to maintain flood insurance on the Facilities and there can be no assurance that the Corporation will obtain such coverage in the future.

Other Limitations on Enforceability of Remedies

There exists common law authority and authority under various state statutes pursuant to which courts may terminate the existence of a nonprofit corporation or undertake supervision of its affairs on various grounds, including a finding that the corporation has insufficient assets to carry out its stated charitable purposes or has taken some action which renders it unable to carry out such purposes. Such court action may arise on the court's own motion or pursuant to a petition of a state attorney general or other persons who have interests different from those of the general public, pursuant to the common law and statutory power to enforce charitable trusts and to see to the application of their funds to their intended charitable uses.

In addition to the foregoing, the realization of any rights under the Loan Agreement, the Indenture and the Deed of Trust upon a default depends upon the exercise of various remedies specified in the Loan

Agreement, the Indenture and the Deed of Trust. These remedies may require judicial action which is often subject to discretion and delay. Under existing law, certain of the remedies specified in the Loan Agreement, the Indenture and the Deed of Trust may not be readily available or may be limited. For example, a court may decide not to order the specific performance of the covenants contained in the Loan Agreement, the Indenture or the Deed of Trust. Accordingly, the ability of the Authority or the Trustee to exercise remedies under the Loan Agreement, the Indenture and the Deed of Trust upon an Event of Default could be impaired by the need for judicial or regulatory approval.

Outbreak of Disease; Coronavirus

An outbreak of disease or similar public health threat, such as the novel coronavirus (“COVID-19”) outbreak, or fear of such an event, could have an adverse impact on the Corporation’s financial condition and operating results. The spread of COVID-19 is having significant negative impacts throughout the world, including the regions in which the Corporation operates. The Corporation closed its facilities in March 2020 and transitioned to remote instruction for the remainder of the 2019-20 fiscal year. In compliance with State guidelines, the Corporation began the 2020-21 fiscal year through remote instruction, and beginning in August 2020, reopened its facilities for in-person instruction. See “APPENDIX A – CERTAIN INFORMATION REGARDING THE CORPORATION – Operating and Financial Information – Outbreak of COVID-19” attached hereto.

The World Health Organization declared the COVID-19 outbreak to be a pandemic, and states of emergency have been declared by the State and the United States. The purpose behind these declarations are to coordinate and formalize emergency actions and across federal, State and local governmental agencies, and to proactively prepare for a wider spread of the virus. On March 27, 2020 the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”) was signed by the President of the United States. The CARES Act appropriates over \$2 trillion to, among other things, (i) provide cash payments to individuals, (ii) expand unemployment assistance and eligibility, (iii) provide emergency grants and loans for nonprofit organizations and small businesses, (iv) provide loans and other assistance to corporations, including the airline industry, (v) provide funding for hospitals and community health centers, (vi) expand funding for safety net programs, including child nutrition programs, and (vii) provide aid to state and local governments.

The CARES Act also creates an above-the-line deduction on 2020 federal income taxes for all taxpayers for total charitable contributions of up to \$300 and increases the existing cap on annual contributions for taxpayers who itemize and allows employers to delay payment of the employer portion of federal payroll taxes in 2020. Additionally, the CARES Act appropriates \$13.5 billion for formula-grants to States, which will then distribute 90 percent of funds to local educational agencies to use for coronavirus-response activities, and \$3 billion to governors to allocate at their discretion for emergency support grants to local educational agencies.

The American Rescue Plan Act of 2021 signed into law on March 11, 2021, included nearly \$40 billion in relief funds for colleges and universities for purposes related to the COVID-19 pandemic.

On March 19, 2020, the Governor ordered all California residents to stay home or at their place of residence to protect the general health and well-being, except as needed to maintain continuity of 16 critical infrastructure sectors described therein (the “Stay Home Order”).

On August 28, 2020, the Governor released a revised system of guidelines for reopening - Blueprint for a Safer Economy (the “Blueprint”). The Blueprint assigns each of the State’s 58 counties into four color-coded tiers - purple, red, orange and yellow - in descending order of severity, based on the number of new daily cases of COVID-19 and the percentage of positive tests. Counties must remain in a tier for at least three weeks before advancing to the next one. To move forward, a county must meet the next tier’s criteria for two consecutive weeks. If a county’s case rate and positivity rate fall into different tiers, the county remains in the stricter tier. Implementation of the guidelines as part of a phased reopening depended on local public health conditions, including community preparedness measures.

On June 11, 2021, the Governor issued two executive orders. The first order rescinded several previous executive orders effective June 15, 2021, including the Stay Home Order and the order that led to the establishment of the Blueprint. The second order began the process of winding down the State's COVID 19-related executive orders in several phases: by June 30, 2021 (including most of Order N-26-20); by July 31, 2021; and by September 30, 2021. Under the order's timeline, by September 30, 2021, nearly 90% of the executive actions taken since March 2020 will have been lifted. In addition, on June 11, 2021, the California Department of Public Health issued an order that took effect on June 15, 2021. The order replaced the previous public health orders, allowing all sectors to return to usual operations, with limited exceptions for events characterized by large crowds (greater than 5,000 attendees indoors and 10,000 attendees outdoors), which will require (indoors) or recommend (outdoors) vaccine verification and/or negative testing through October 1, 2021. Face coverings are required in certain settings, such as on public transit, indoors in schools and childcare settings, and in healthcare settings, as well as, for unvaccinated individuals, in all indoor public settings and businesses. Additionally, Californians are required to follow existing guidance for K-12 schools, childcare programs, and other supervised youth activities.

There have been many confirmed cases of COVID-19 in Orange County, California (the county in which the Facilities are located) and no representation can be made as to whether the number of cases will grow. The COVID-19 outbreak has resulted in the imposition of restrictions on mass gatherings and widespread temporary closings of businesses, universities and schools (including the programs operated by the Corporation). Additionally, the U.S. has restricted certain non-US citizens and permanent residents from entering the country. Stock markets in the U.S. and globally have been volatile, with significant declines attributed to coronavirus concerns.

Potential impacts to the Corporation associated with the COVID-19 outbreak include, but are not limited to, increasing costs and challenges relating to establishing remote learning programs, decreased demand for the Corporation's services, increased competition from established virtual or on-line universities or other distance learning programs, and disruption of the regional and local economy with corresponding effects on students. Economic consequences and volatility in the U.S. and global stock markets resulting from the spread of COVID-19, and responses thereto by local, State, and the federal governments, could have a material impact on the Corporation's endowment and other investments. The COVID-19 outbreak is ongoing, and the ultimate geographic spread of the virus, the duration and severity of the outbreak, and the economic and other of actions that may be taken by governmental authorities to contain the outbreak or to treat its impact are uncertain. The ultimate impact of COVID-19 on operations and finances of the Corporation is unknown.

Additional information with respect to events surrounding the outbreak of COVID-19 and responses thereto can be found on State and local government websites, including but not limited to: the Governor's office (<http://www.gov.ca.gov>) and the California Department of Public Health (<https://covid19.ca.gov/>). *The information on such websites is not incorporated herein by reference, and the Corporation does not assume any responsibility for the accuracy of the information on such websites.*

Failure to Provide Ongoing Disclosure

The Corporation will enter into a Continuing Disclosure Agreement with Wilmington Trust, National Association, as dissemination agent, pursuant to Securities and Exchange Commission Rule 15c2-12 (the "Rule") in connection with the issuance of the Bonds. Any material failure to comply with the Continuing Disclosure Agreement and the Rule in the future may adversely affect the liquidity of the affected Bonds and their market price in the secondary market.

Rating

The lowering or withdrawal of the rating initially assigned to the Bonds could adversely affect the market price and the market for the Bonds. See "RATING" herein.

ABSENCE OF MATERIAL LITIGATION

The Authority

To the knowledge of the Authority, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threatened against the Authority seeking to restrain or enjoin the sale or issuance of the Bonds, or in any way contesting or affecting any proceedings of the Authority taken concerning the sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, the validity or enforceability of the documents executed by the Authority in connection with the Bonds, the completeness or accuracy of this Official Statement or the existence or powers of the Authority relating to the sale of the Bonds.

The Corporation

To the knowledge of the Corporation, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending against the Corporation seeking to restrain or enjoin the sale or issuance of the Bonds, or in any way contesting or affecting any proceedings of the Corporation taken concerning the sale thereof, the pledge or application of any moneys or security provided for the payment of the Bonds, the validity or enforceability of the documents executed by the Corporation in connection with the Bonds, the completeness or accuracy of the Official Statement or the existence or powers of the Corporation relating to the sale of the Bonds.

TAX MATTERS

The Series 2021A Bonds

General Matters. In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Series 2021A Bonds (including any original issue discount properly allocable to the owner of a Series 2021A Bond) is excludable from gross income for federal income tax purposes and is not a specific preference item for purposes of the federal alternative minimum tax. The opinion described above assumes the accuracy of certain representations and compliance by the Authority and the Corporation with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Series 2021A Bonds. Failure to comply with such requirements could cause interest on the Series 2021A Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Series 2021A Bonds. The Authority and the Corporation have covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Series 2021A Bonds.

The accrual or receipt of interest on the Series 2021A Bonds may otherwise affect the federal income tax liability of the owners of the Series 2021A Bonds. The extent of these other tax consequences will depend on such owners' particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2021A Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States of America), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2021A Bonds.

Bond Counsel is also of the opinion that, under existing State of California laws, interest on the Series 2021A Bonds is exempt from State of California personal income taxes. Bond Counsel has expressed no

opinion regarding other tax consequences arising with respect to the Series 2021A Bonds under the laws of the State of California or any other state or jurisdiction.

Original Issue Discount. The Series 2021A Bonds that have an original yield above their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the “Discount Bonds”), are being sold at an original issue discount. The difference between the initial public offering prices of such Discount Bonds and their stated amounts to be paid at maturity constitutes original issue discount treated in the same manner for federal income tax purposes as interest, as described above.

The amount of original issue discount that is treated as having accrued with respect to a Discount Bond or is otherwise required to be recognized in gross income is added to the cost basis of the owner of the bond in determining, for federal income tax purposes, gain or loss upon disposition of such Discount Bond (including its sale, redemption or payment at maturity). Amounts received on disposition of such Discount Bond that are attributable to accrued or otherwise recognized original issue discount will be treated as tax-exempt interest, rather than as taxable gain, for federal income tax purposes.

Original issue discount is treated as compounding semiannually, at a rate determined by reference to the yield to maturity of each individual Discount Bond, on days that are determined by reference to the maturity date of such Discount Bond. The amount treated as original issue discount on such Discount Bond for a particular semiannual accrual period is equal to (a) the product of (i) the yield to maturity for such Discount Bond (determined by compounding at the close of each accrual period) and (ii) the amount that would have been the tax basis of such Discount Bond at the beginning of the particular accrual period if held by the original purchaser, (b) less the amount of any interest payable for such Discount Bond during the accrual period. The tax basis for purposes of the preceding sentence is determined by adding to the initial public offering price on such Discount Bond the sum of the amounts that have been treated as original issue discount for such purposes during all prior periods. If such Discount Bond is sold between semiannual compounding dates, original issue discount that would have been accrued for that semiannual compounding period for federal income tax purposes is to be apportioned in equal amounts among the days in such compounding period.

Owners of Discount Bonds should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as an item of gross income and with respect to the state and local tax consequences of owning a Discount Bond. Subsequent purchasers of Discount Bonds that purchase such bonds for a price that is higher or lower than the “adjusted issue price” of the bonds at the time of purchase should consult their tax advisors as to the effect on the accrual of original issue discount.

Original Issue Premium. The Series 2021A Bonds that have an original yield below their respective interest rates, as shown on the inside cover of this Official Statement (collectively, the “Premium Bonds”), are being sold at a premium. An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. A purchaser of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the purchaser’s basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Recognition of Income Generally. Section 451 of the Code was amended by Pub. L. No. 115-97, enacted December 22, 2017 (sometimes referred to as the Tax Cuts and Jobs Act), to provide that taxpayers using an accrual method of accounting for federal income tax purposes generally will be required to include certain amounts in income, including original issue discount, no later than the time such amounts are reflected on certain financial statements of such taxpayer. The application of this rule may require the accrual of income earlier than would have been the case prior to the amendment of Section 451 of the Code. The rule generally applies to taxable years after 2017, except that in the case of income from a debt instrument having original issue discount, the rule does not apply until taxable years after 2018. Investors should consult their own tax advisors regarding the application of this rule and its impact on the timing of the recognition of income related to the Series 2021A Bonds under the Code.

Backup Withholding. As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Series 2021A Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments to any owner of the Series 2021A Bonds that fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. The reporting requirement does not in and of itself affect or alter the excludability of interest on the Series 2021A Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

Internal Revenue Service Audits. The Internal Revenue Service has an ongoing program of auditing tax-exempt obligations to determine whether, in the view of the Internal Revenue Service, interest on such tax-exempt obligations is included in the gross income for federal income tax purposes. It cannot be predicted whether or not the Internal Revenue Service will commence an audit of any of the Bonds. If an audit is commenced, under current procedures the Internal Revenue Service may treat the related issuer as a taxpayer, and the registered owners of the Bonds may have no right to participate in such procedure. The commencement of an audit could adversely affect the market value and liquidity of the related Bonds until the audit is concluded, regardless of the ultimate outcome.

The Series 2021B Bonds

General Matters. Bond Counsel is of the opinion that interest on the Series 2021B Bonds is included in gross income for federal income tax purposes. Bond Counsel is also of the opinion that, under existing State of California statutes, interest on the Series 2021B Bonds is exempt from current State of California personal income taxes. Bond Counsel has expressed no opinion regarding other tax consequences arising with respect to the Series 2021B Bonds under the laws of the State of California or any other state or jurisdiction.

The following is a summary of certain anticipated federal income tax consequences of the purchase, ownership and disposition of the Series 2021B Bonds under the Code and the Regulations, and the judicial and administrative rulings and court decisions now in effect, all of which are subject to change or possible differing interpretations. The summary does not purport to address all aspects of federal income taxation that may affect particular investors in light of their individual circumstances, nor certain types of investors subject to special treatment under the federal income tax laws. Potential purchasers of the Series 2021B Bonds should consult their own tax advisors in determining the federal, state or local tax consequences to them of the purchase, holding and disposition of the Series 2021B Bonds.

In general, interest paid on the Series 2021B Bonds, original issue discount, if any, and market discount, if any, will be treated as ordinary income to the owners of the Series 2021B Bonds, and principal payments (excluding the portion of such payments, if any, characterized as original issue discount or accrued market discount) will be treated as a return of capital.

Bond Premium. An investor that acquires a Series 2021B Bond for a cost greater than its remaining stated redemption price at maturity and holds such bond as a capital asset will be considered to have purchased

such bond at a premium and, subject to prior election permitted by Section 171(c) of the Code, may generally amortize such premium under the constant yield method. Except as may be provided by regulation, amortized premium will be allocated among, and treated as an offset to, interest payments. The basis reduction requirements of Section 1016(a)(5) of the Code apply to amortizable bond premium that reduces interest payments under Section 171 of the Code. Bond premium is generally amortized over the bond's term using constant yield principles, based on the purchaser's yield to maturity. Investors of any Series 2021B Bond purchased with a bond premium should consult their own tax advisors as to the effect of such bond premium with respect to their own tax situation and as to the treatment of bond premium for state tax purposes.

Original Issue Discount. If the Series 2021B Bonds are issued with original issue discount, Section 1272 of the Code requires the current ratable inclusion in income of original issue discount greater than a specified *de minimis* amount using a constant yield method of accounting. In general, original issue discount is calculated, with regard to any accrual period, by applying the instrument's yield to its adjusted issue price at the beginning of the accrual period, reduced by any qualified stated interest allocable to the period. The aggregate original issue discount allocable to an accrual period is allocated to each day included in such period. As a general rule, the owner of a debt instrument must include in income the sum of the daily portions of original issue discount attributable to the number of days the owner owned the instrument. The legislative history of the original issue discount provisions indicates that the calculation and accrual of original issue discount should be based on the prepayment assumptions used by the parties in pricing the transaction. Owners of Series 2021B Bonds purchased at a discount should consult their tax advisors with respect to the determination and treatment of original issue discount accrued as of any date, with respect to when such original issue discount must be recognized as an item of gross income (notwithstanding the general rule described above in this paragraph) and with respect to the state and local tax consequences of owning such Series 2021B Bonds.

Market Discount. An investor that acquires a Series 2021B Bond for a price less than the adjusted issue price of such bond may be subject to the market discount rules of Sections 1276 through 1278 of the Code. Under these sections and the principles applied by the Regulations, "market discount" means (a) in the case of a Series 2021B Bond originally issued at a discount, the amount by which the issue price of such bond, increased by all accrued original issue discount (as if held since the issue date), exceeds the initial tax basis of the owner therein, less any prior payments that did not constitute payments of qualified stated interest, and (b) in the case of a Series 2021B Bond not originally issued at a discount, the amount by which the stated redemption price of such bond at maturity exceeds the initial tax basis of the owner therein. Under Section 1276 of the Code, the owner of such a Series 2021B Bond will generally be required (i) to allocate each principal payment to accrued market discount not previously included in income and, upon sale or other disposition of the bond, to recognize the gain on such sale or disposition as ordinary income to the extent of such cumulative amount of accrued market discount as of the date of sale or other disposition of such a bond or (ii) to elect to include such market discount in income currently as it accrues on all market discount instruments acquired by such owner on or after the first day of the taxable year to which such election applies.

The Code authorizes the Treasury Department to issue regulations providing for the method for accruing market discount on debt instruments the principal of which is payable in more than one installment. Until such time as regulations are issued by the Treasury Department, certain rules described in the legislative history will apply. Under those rules, market discount will be included in income either (a) on a constant interest basis or (b) in proportion to the accrual of stated interest or, in the case of a Series 2021B Bond with original issue discount, in proportion to the accrual of original issue discount.

An owner of a Series 2021B Bond that acquired such bond at a market discount also may be required to defer, until the maturity date of such bond or its earlier disposition in a taxable transaction, the deduction of a portion of the amount of interest that the owner paid or accrued during the taxable year on indebtedness incurred or maintained to purchase or carry such bond in excess of the aggregate amount of interest (including original issue discount) includable in such owner's gross income for the taxable year with respect to such bond. The amount of such net interest expense deferred in a taxable year may not exceed the amount of

market discount accrued on the Series 2021B Bond for the days during the taxable year on which the owner held such bond and, in general, would be deductible when such market discount is includable in income. The amount of any remaining deferred deduction is to be taken into account in the taxable year in which the Series 2021B Bond matures or is disposed of in a taxable transaction. In the case of a disposition in which gain or loss is not recognized in whole or in part, any remaining deferred deduction will be allowed to the extent gain is recognized on the disposition. This deferral rule does not apply if the owner elects to include such market discount in income currently as it accrues on all market discount obligations acquired by such owner in that taxable year or thereafter.

Attention is called to the fact that Regulations implementing the market discount rules have not yet been issued. Therefore, investors should consult their own tax advisors regarding the application of these rules as well as the advisability of making any of the elections with respect thereto.

Unearned Income Medicare Contribution Tax. Pursuant to Section 1411 of the Code, as enacted by the Health Care and Education Reconciliation Act of 2010, an additional tax is imposed on individuals earning certain investment income. Holders of the Series 2021B Bonds should consult their own tax advisors regarding the application of this tax to interest earned on the Series 2021B Bonds and to gain on the sale of a Series 2021B Bond.

Sales or Other Dispositions. If an owner of a Series 2021B Bond sells the bond, such person will recognize gain or loss equal to the difference between the amount realized on such sale and such owner's basis in such bond. Ordinarily, such gain or loss will be treated as a capital gain or loss.

If the terms of a Series 2021B Bond were materially modified, in certain circumstances, a new debt obligation would be deemed created and exchanged for the prior obligation in a taxable transaction. Among the modifications that may be treated as material are those that relate to redemption provisions and, in the case of a nonrecourse obligation, those which involve the substitution of collateral. Each potential owner of a Series 2021B Bond should consult its own tax advisor concerning the circumstances in which such bond would be deemed reissued and the likely effects, if any, of such reissuance.

Defeasance. The legal defeasance of the Series 2021B Bonds may result in a deemed sale or exchange of such bonds under certain circumstances. Owners of such Series 2021B Bonds should consult their tax advisors as to the federal income tax consequences of such a defeasance.

Backup Withholding. An owner of a Series 2021B Bond may be subject to backup withholding at the applicable rate determined by statute with respect to interest paid with respect to the Series 2021B Bonds, if such owner, upon issuance of the Series 2021B Bonds, fails to provide to any person required to collect such information pursuant to Section 6049 of the Code with such owner's taxpayer identification number, furnishes an incorrect taxpayer identification number, fails to report interest, dividends or other "reportable payments" (as defined in the Code) properly, or, under certain circumstances, fails to provide such persons with a certified statement, under penalty of perjury, that such owner is not subject to backup withholding.

Foreign Investors. An owner of a Series 2021B Bond that is not a "United States person" (as defined below) and is not subject to federal income tax as a result of any direct or indirect connection to the United States of America in addition to its ownership of a Series 2021B Bond will generally not be subject to United States income or withholding tax in respect of a payment on a Series 2021B Bond, provided that the owner complies to the extent necessary with certain identification requirements (including delivery of a statement, signed by the owner under penalties of perjury, certifying that such owner is not a United States person and providing the name and address of such owner). For this purpose the term "United States person" means a citizen or resident of the United States of America, a corporation, partnership or other entity created or organized in or under the laws of the United States of America or any political subdivision thereof, or an estate or trust whose income from sources within the United States of America is includable in gross income for

United States of America income tax purposes regardless of its connection with the conduct of a trade or business within the United States of America.

Except as explained in the preceding paragraph and subject to the provisions of any applicable tax treaty, a 30 percent United States withholding tax will apply to interest paid and original issue discount accruing on Series 2021B Bonds owned by foreign investors. In those instances in which payments of interest on the Series 2021B Bonds continue to be subject to withholding, special rules apply with respect to the withholding of tax on payments of interest on, or the sale or exchange of Series 2021B Bonds having original issue discount and held by foreign investors. Potential investors that are foreign persons should consult their own tax advisors regarding the specific tax consequences to them of owning a Series 2021B Bond.

Tax-Exempt Investors. In general, an entity that is exempt from federal income tax under the provisions of Section 501 of the Code is subject to tax on its unrelated business taxable income. An unrelated trade or business is any trade or business that is not substantially related to the purpose that forms the basis for such entity's exemption. However, under the provisions of Section 512 of the Code, interest may be excluded from the calculation of unrelated business taxable income unless the obligation that gave rise to such interest is subject to acquisition indebtedness. Therefore, except to the extent any owner of a Series 2021B Bond incurs acquisition indebtedness with respect to such bond, interest paid or accrued with respect to such owner may be excluded by such tax-exempt owner from the calculation of unrelated business taxable income. Each potential tax-exempt holder of a Series 2021B Bond is urged to consult its own tax advisor regarding the application of these provisions.

ERISA Considerations. The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain requirements on "employee benefit plans" (as defined in Section 3(3) of ERISA) subject to ERISA, including entities whose underlying assets are considered include "plan assets" (within the meaning of 29 C.F.R Section 2510.3 (as modified by Section 3(42) of ERISA) such as collective investment funds and separate accounts whose underlying assets include the assets of such plans (collectively, "ERISA Plans" and together with arrangements that are subject to Section 4975 of the Code or similar provisions under any other federal, state, local, non-United States or other laws or regulations or similar law, as applicable, "Plans") and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirement of investment prudence and diversification and the requirement that an ERISA Plan's investments be made in accordance with the documents governing the ERISA Plan. The prudence of any investment by an ERISA Plan in the Series 2021B Bonds must be determined by the responsible fiduciary of the ERISA Plan by taking into account the ERISA Plan's particular circumstances and all of the facts and circumstances of the investment. Government and non-electing church plans are generally not subject to ERISA. However, such plans may be subject to similar or other restrictions under state or local law.

In addition, ERISA and the Code generally prohibit certain transactions between an ERISA Plan or a qualified employee benefit plan under the Code and persons who, with respect to that plan, are fiduciaries or other "parties in interest" within the meaning of ERISA or "disqualified persons" within the meaning of the Code. In the absence of an applicable statutory, class or administrative exemption, transactions between an ERISA Plan and a party in interest with respect to an ERISA Plan, including the acquisition by one from the other of the Series 2021B Bonds could be viewed as violating those prohibitions. In addition, Section 4975 of the Code prohibits transactions between certain tax-favored vehicles such as Individual Retirement Accounts and disqualified persons. Section 503 of the Code includes similar restrictions with respect to governmental and church plans. In this regard, the Authority, the Corporation, the Lessee or any dealer of the Series 2021B Bonds might be considered or might become a "party in interest" within the meaning of ERISA or a "disqualified person" within the meaning of the Code, with respect to an ERISA Plan or a plan or arrangement subject to Sections 4975 or 503 of the Code. Prohibited transactions within the meaning of ERISA and the Code may arise if the Series 2021B Bonds are acquired by such plans or arrangements with respect to which the Authority, the Corporation, the Lessee or any dealer is a party in interest or disqualified person.

In all events, fiduciaries of ERISA Plans and plans or arrangements subject to the above sections of the Code, in consultation with their advisors, should carefully consider the impact of ERISA and the Code on an investment in the Series 2021B Bonds. The sale of the Series 2021B Bonds to a plan is in no respect a representation by the Authority, the Corporation or the Underwriter that such an investment meets the relevant legal requirements with respect to benefit plans generally or any particular plan. Any plan proposing to invest in the Series 2021B Bonds should consult with its counsel to confirm that such investment is permitted under the plan documents and will not result in a non-exempt prohibited transaction and will satisfy the other requirements of ERISA, the Code and other applicable law.

To address the above concerns, by acceptance of a Series 2021B Bond, each purchaser and subsequent transferee will be deemed to have represented and warranted that either (a) no portion of the assets used to acquire or hold the Series 2021B Bond or an interest therein constitutes assets of any Plan or (b) the acquisition and holding of the Series 2021B Bonds or an interest therein will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or a similar violation of any applicable similar law. Neither the issuer or conduit Corporation, if any, of the Series 2021B Bonds nor the Underwriter is acting as a fiduciary, or undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, to such purchaser or transferee with respect to the decision to purchase or hold the Series 2021B Bonds or an interest in the Series 2021B Bonds.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Due to the complexity of these rules and the penalties that may be imposed on persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering purchasing the Series 2021B Bonds on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any similar laws to such investment and whether an exemption would be applicable to the purchase and holding of the Series 2021B Bond

Changes in Federal and State Tax Law

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to under this heading “TAX MATTERS” or adversely affect the market value of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

PROSPECTIVE PURCHASERS OF THE BONDS ARE ADVISED TO CONSULT THEIR OWN TAX ADVISORS PRIOR TO ANY PURCHASE OF THE BONDS AS TO THE IMPACT OF THE CODE UPON THEIR ACQUISITION, HOLDING OR DISPOSITION OF THE BONDS.

APPROVAL OF LEGALITY

The validity of the Bonds and certain other legal matters are subject to the approving opinion of Kutak Rock LLP, Bond Counsel to the Authority, the approval of certain matters for the Authority by _____, as counsel to the Authority, the approval of certain matters for the Underwriter by Stradling Yocca Carlson & Rauth, a Professional Corporation, as Underwriter’s counsel, and the approval of certain matters by Squire Patton Boggs (US) LLP, as counsel to the Corporation. Bond Counsel, the Underwriter and its counsel will

receive compensation contingent upon the sale and delivery of the Bonds. A complete copy of the proposed form of Bond Counsel opinion is contained in Appendix E hereto. The Bond Counsel does not undertake any responsibility for the accuracy, completeness or fairness of this Official Statement.

RATING

The Bonds have been assigned a rating of “___” by S&P Global Ratings (“S&P”), with a _____ outlook. Such rating reflects only the views of S&P and any desired explanation of the significance of such ratings should be obtained from the rating agency at the following address: S&P Global Ratings, 55 Water Street, New York, NY 10041. Generally, a rating agency bases its rating on the information and materials furnished to it (which may include information and material from the Corporation which is not included in this Official Statement) and on investigations, studies and assumptions of its own. There is no assurance such rating will continue for any given period of time or that such rating will not be revised downward or withdrawn entirely by the rating agency, if in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price for the Bonds.

The Corporation has covenanted in a Continuing Disclosure Agreement to file on the Electronic Municipal Market Access (“EMMA”) website operated by the Municipal Securities Rulemaking Board notices of any rating changes on the Bonds. See “CONTINUING DISCLOSURE” herein and “APPENDIX F – FORM OF CONTINUING DISCLOSURE AGREEMENT” attached hereto. Notwithstanding such covenant, information relating to rating changes on the Bonds may be publicly available from the rating agency prior to such information being provided to the Corporation and prior to the date the Corporation is obligated to file a notice of rating change on EMMA. Purchasers of the Bonds are directed to the rating agency and its website and official media outlets for the most current rating changes with respect to the Bonds after the initial issuance of the Bonds.

CONTINUING DISCLOSURE

The Corporation and Wilmington Trust, National Association, as dissemination agent (the “Dissemination Agent”), will execute and deliver one or more Continuing Disclosure Agreements pursuant to which the Corporation will, for the benefit of the Beneficial Owners of the Bonds, periodically compile and deliver to the Dissemination Agent certain financial information and operating data relating to the operations of the Corporation, and provide notices of the occurrence of certain enumerated events. These covenants have been made to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12 (the “Rule”). A form of the Continuing Disclosure Agreement is attached hereto as Appendix F.

The Corporation has not previously entered into a continuing disclosure undertaking pursuant to the Rule.

The Authority has determined that no financial or operating data concerning the Authority is material to an evaluation of the offering of the Bonds or to any decision to purchase, hold or sell Bonds and the Authority will not provide any such information. The Authority shall have no liability to the Holders of the Bonds or any other person with respect to the Rule.

UNDERWRITING

The Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the “Underwriter”). The Underwriter has agreed to purchase the Bonds at a price of \$_____ (being the principal amount of the Bonds, [plus/less] [aggregate/net] original issue [premium/discount] of \$_____, less an Underwriter’s discount of \$_____). The Bond Purchase Agreement (“Bond Purchase Agreement”) pursuant to which the Bonds are being purchased by the Underwriter provides that the Underwriter will

purchase all of the Bonds if any are purchased. The obligation of the Underwriter to make such purchase is subject to certain terms and conditions set forth in the Bond Purchase Agreement. The Underwriter may offer and sell the Bonds to certain dealers, institutional investors, banks, and others at prices different from the prices stated on the inside cover page of this Official Statement. The offering prices may be changed from time to time by the Underwriter. The Underwriter is not obligated to create a secondary market for the purchase or sale of the Bonds and there may, in fact, be no market for the Bonds depending upon prevailing market conditions, the financial condition or market position of firms who make up the secondary market and the financial position and results of operations of the Corporation.

MISCELLANEOUS

The foregoing and subsequent summaries and descriptions of provisions of the Bonds and the Indenture and all references to other materials not purporting to be quoted in full are only brief outlines of some of the provisions thereof and do not purport to summarize or describe all of the provisions thereof, and reference is made to said documents for full and complete statements of their provisions. The appendices attached hereto are a part of this Official Statement. Copies, in reasonable quantity, of the Indenture and Loan Agreement may be obtained during the offering period upon request directed to the Underwriter.

NONE OF THE INFORMATION IN THIS OFFICIAL STATEMENT HAS BEEN SUPPLIED OR VERIFIED BY THE AUTHORITY OTHER THAN THE INFORMATION UNDER THE CAPTIONS “THE AUTHORITY” AND “ABSENCE OF MATERIAL LITIGATION – THE AUTHORITY.” THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE ACCURACY (OTHER THAN IN THE SECTIONS IDENTIFIED ABOVE) OR COMPLETENESS OF INFORMATION IN THIS OFFICIAL STATEMENT.

The distribution and use of this Official Statement has been approved by the Authority and the Corporation.

MARSHALL B. KETCHUM UNIVERSITY

By: _____
Authorized Signatory

APPENDIX A

CERTAIN INFORMATION REGARDING THE CORPORATION

APPENDIX B

**AUDITED FINANCIAL STATEMENTS OF THE CORPORATION FOR THE
FISCAL YEAR ENDED JUNE 30, 2020**

APPENDIX C

SUMMARY OF PRINCIPAL BOND DOCUMENTS

APPENDIX D

BOOK-ENTRY SYSTEM

The Depository Trust Company (“DTC”), will act as securities depository for the Bonds. The 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 Bond certificate will be issued for each maturity of each Series of Bonds, each in the aggregate principal amount of that maturity of Bonds, and will be deposited with DTC. If, however, the aggregate principal amount of any series and maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount, and an additional certificate will be issued with respect to any remaining principal amount of such series and maturity.

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 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their 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 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

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

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

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

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

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

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

The Authority may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Corporation believes to be reliable, but neither the Authority nor the Corporation take responsibility for the accuracy thereof.

APPENDIX E

FORM OF OPINION OF BOND COUNSEL

Upon delivery of the Bonds, Kutak Rock LLP, Bond Counsel to the Authority, proposes to render its final approving opinion with respect to the Bonds in substantially the following form:

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the “Disclosure Agreement”), dated as of August 1, 2021, is executed and delivered by and between Marshall B. Ketchum University, a California nonprofit public benefit corporation (the “Corporation”) and Wilmington Trust, National Association, as dissemination agent (the “Dissemination Agent”) in connection with the issuance by the City of Fullerton Public Financing Authority (the “Authority”) of its (i) Refunding Revenue Bonds (Marshall B. Ketchum University) Series 2021A (the “Series 2021A Bonds”) and (ii) Refunding Revenue Bonds (Marshall B. Ketchum University) Series 2021B (Taxable) (the “Series 2021B Bonds” and together with the Series 2021A Bonds, the “Bonds”). The Bonds are being issued pursuant to an Indenture of Trust dated as of August 1, 2021 (the “Indenture”) by and between the Authority and Wilmington Trust, National Association (the “Trustee”). The proceeds of the Bonds are being loaned by the Authority to the Corporation pursuant to a Loan Agreement dated as of August 1, 2021 (the “Loan Agreement”). Pursuant to the Loan Agreement, the Corporation has covenanted and agreed to provide the continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events.

Section 1. Purpose of Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Corporation for the benefit of the Owners of the Bonds (for such purpose beneficial owners of the Bonds shall also be considered Owners of the Bonds) and to assist Stifel, Nicolaus & Company, Incorporated (the “Participating Underwriter”), in complying with the Rule.

Section 2. Defined Terms. In addition to the definitions set forth in the Indenture or the Loan Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined herein, the following capitalized terms shall have the following meanings:

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

“*Authority*” means the City of Fullerton Public Financing Authority, its successors and assigns.

“*Beneficial Owner*” means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*Bonds*” means the Series 2021A Bonds and the Series 2021B Bonds.

“*Corporation*” means Marshall B. Ketchum University, a California nonprofit public benefit corporation.

“*Disclosure Representative*” shall mean the Senior Vice President for Administration and Finance, or such other officer, agent or employee as the Corporation shall designate in writing to the Dissemination Agent from time to time.

“*Dissemination Agent*” means Wilmington Trust, National Association, as dissemination agent under this Disclosure Agreement, its successors and assigns.

“*EMMA*” means the Electronic Municipal Market Access system operated by the MSRB and the primary portal for complying with the continuing disclosure requirements of the Rule.

“*Events Notices*” means the notices required to be given by the Corporation pursuant to Section 5 of this Disclosure Agreement.

“*Financial Obligation*” means: (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of (a) or (b). The term “Financial Obligation” does not include municipal securities as to which a final official statement has been provided to the Repository consistent with the Rule.

“*Indenture*” means the Indenture of Trust, dated as of August 1, 2021, between the Authority and the Trustee.

“*Fiscal Year*” means the twelve month accounting period used with respect to the operations of the Corporation ending June 30 of each year; provided, however, the Corporation, by resolution duly passed, may change such accounting period to end on another date if such change is found and determined to be necessary or appropriate for budgetary or other fiscal purposes.

“*Listed Event*” means any of the events listed in subsection (a) and subsection (b) of Section 5 hereof.

“*MSRB*” means the Municipal Securities Rulemaking Board, located at 1300 I Street NW, Suite 1000, Washington, DC 20005, its successors and assigns.

“*Official Statement*” means the Official Statement dated _____, 2021, relating to the Bonds.

“*Operations Report*” means the financial information and operating data required to be transferred by the Corporation to the Dissemination Agent pursuant to the Section 3(a)(3) of this Disclosure Agreement.

“*Participating Underwriter*” means Stifel, Nicolaus & Company, Incorporated, as original purchaser of the Bonds, its successors and assigns.

“*Repository*” means EMMA.

“*Rule*” means SEC Rule 15c2-12(b)(5) promulgated by the SEC under the Securities Exchange Act of 1934, as amended or supplemented by the SEC from time to time.

“*SEC*” means the Securities and Exchange Commission, its successors and assigns.

“*Series 2021A Bonds*” means the Authority’s Refunding Revenue Bonds (Marshall B. Ketchum University) Series 2021A.

“*Series 2021B Bonds*” means the Authority’s Refunding Revenue Bonds (Marshall B. Ketchum University) Series 2021B (Taxable).

“*Trustee*” means Wilmington Trust, National Association, its successors and assigns.

Section 3. Provision of Annual Reports.

(a) The Corporation shall provide, or shall cause the Dissemination Agent to provide, to the MSRB, not later than 180 days after the end of the Fiscal Year, commencing with the Fiscal Year ending June 30, 2022 (except as hereinafter provided), an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Corporation (and

any information determined from the audited financial statement) may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Corporation's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(d). The Annual Report shall be submitted on a standard form in use by industry participants or other appropriate form and shall identify Bonds by name and CUSIP number, if available.

(b) The Corporation shall be responsible for the preparation of the Annual Report. Not later than five (5) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Corporation shall provide the Annual Report to the Dissemination Agent. If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Corporation to determine if the Corporation is or expects to be in compliance with the first sentence of subsection (a) above.

(c) The Dissemination Agent shall transmit the Annual Report to the MSRB in electronic format accompanied by identifying information as prescribed by the MSRB.

Section 4. Content of Annual Reports.

(a) The Annual Report shall be in a format suitable for filing with the MSRB and shall contain or include by reference the following:

(i) The audited financial statements of the Corporation for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles applicable to nonprofit corporations from time to time, if available.

(ii) For the Fiscal Year ended June 30, 2022 and thereafter, an Executed Certificate for Annual Filing of Certain Financial and Operating Covenants completed substantially in the form attached hereto as Exhibit A.

(iii) For the Fiscal Year ended June 30, 2022 and thereafter, to the extent not included in the financial statements referred to in clause (i) above, an update of the information included in the tables in Appendix A to the Official Statement under the headings and subheadings described below:

[TO BE REVIEWED AND FINALIZED]

Under the heading "OPERATING INFORMATION" the tables under the following subheadings:

- Student Enrollment
- Student Applications, Admissions and Matriculations
- Tuition Rates
- Financial Aid and Scholarship
- Student Loans
- Retention and Graduation Rates

Under the heading "FINANCIAL INFORMATION" the tables under the following subheadings:

- Summary Statement of Financial Position
- Summary Statement of Activities Without Donor Restrictions
- Endowment and Other Investments

- Fundraising
- Outstanding Indebtedness

(b) Any or all of the items listed above may be included by specific reference to other documents, including any official statement or prospectus of debt issues for the benefit of the Corporation or related public entities, which have been submitted to the MSRB. If the document included by reference is a final official statement, it must be available from the MSRB. The Corporation shall clearly identify each such other document so included by reference. The Corporation is solely responsible for the content and format of the Annual Report, and the Dissemination Agent shall have no liability or responsibility for content, format, accuracy or completeness of such Annual Report.

(c) Any or all of the Disclosure Reports may be incorporated by reference from other documents, including official statements, which have been submitted to the Repository. If the Disclosure Report information is changed or this Disclosure Agreement is amended in accordance with its terms, then the Corporation is to include in the next Disclosure Report to be delivered thereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

Section 5. Reporting of Listed Events.

(a) Pursuant to the provisions of this Section 5, the Corporation shall give, or cause to be given, notice of the occurrence of any of the following events with respect to Bonds, if material:

- (i) non-payment related defaults;
- (ii) modifications to rights of Bond holders;
- (iii) Bond calls;
- (iv) unless described in Section 5(b)(vii) below, other material notices or determinations with respect to the tax exempt status of Series 2021A Bonds or other events affecting the tax exempt status of Series 2021A Bonds;
- (v) release, substitution or sale of property securing repayment of Bonds;
- (vi) the consummation of a merger, consolidation or acquisition involving the Corporation or the sale of all or substantially all of the assets of the Corporation (other than in the ordinary course of business) or 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 in accordance with its terms;
- (vii) appointment of a successor or additional trustee or change in name of a trustee; or
- (viii) incurrence of a Financial Obligation of the Corporation, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Corporation, any of which affect security holders.

(b) Pursuant to the provisions of this Section 5, the Corporation shall give, or cause to be given, notice of the occurrence of any of the following events with respect to Bonds:

- (i) principal and interest payment delinquencies;

- (ii) defeasances;
- (iii) rating changes;
- (iv) unscheduled draws on debt service reserves reflecting financial difficulties;
- (v) unscheduled draws on any credit enhancements reflecting financial difficulties;
- (vi) substitution of credit or liquidity providers, or their failure to perform;
- (vii) adverse tax opinions affecting the tax exempt status of Series 2021A Bonds, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB);
- (viii) tender offers;
- (ix) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Corporation, any of which reflect financial difficulties; and
- (ix) bankruptcy, insolvency, receivership or a similar proceeding by the Corporation.

For purposes of the event identified in clause (ix) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Corporation in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Corporation, 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 Corporation.

(c) Upon the occurrence of a Listed Event specified in Section 5(a), the Corporation shall as soon as possible determine if such event would be material. The Dissemination Agent shall have no responsibility for such determination.

(d) If the Corporation has determined that the occurrence of a Listed Event specified in Section 5(a) would be material, or upon the occurrence of a Listed Event specified in Section 5(b), the Corporation shall notify the Dissemination Agent in writing within three business days of the occurrence of such event in a format suitable for filing with the MSRB, with instructions to the Dissemination Agent to file a notice of the occurrence of such Listed Event pursuant to subsection (e).

(e) If the Dissemination Agent has been instructed in writing by the Corporation to report the occurrence of a Listed Event and has received a notice of the occurrence in a format suitable for filing with the MSRB, the Dissemination Agent shall file such notice with the MSRB with a copy to the Participating Underwriter in a timely manner not in excess of ten business days after the occurrence of the event.

Section 6. Use of EMMA. Any filings required to be made with or notices to be given to the MSRB under this Disclosure Agreement shall be effected by sending the filing or notice to EMMA at www.emma.msrb.org in an electronic format accompanied by identifying information as prescribed by the MSRB, or to such other entity and in such other format as may be designated under the Rule. The Dissemination Agent agrees to comply with the provisions of EMMA in making such filings and giving such notices under this Disclosure Agreement.

Section 7. Termination of Reporting Obligation. The obligations of the Corporation and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption, prepayment or payment in full of all of Bonds. If such termination occurs prior to the final maturity of Bonds, the Corporation shall give notice of such termination in the same manner as for a Listed Event under Section 5(d) hereof.

Section 8. Failure to File. If the Corporation does not provide to the Dissemination Agent a copy of an Annual Report by the applicable date required in Section 3(a) above, the Dissemination Agent in a timely manner shall send a notice to the Corporation and the Participating Underwriter in substantially the form attached as Exhibit B. If the Corporation files any report directly with MSRB, the Corporation shall promptly provide the Dissemination Agent with a confirmation or documentation reasonably required by the Dissemination Agent confirming that the filing of such report was made in a timely manner on or before the date required herein (or if not as of such date, specifying the date of filing) and that such filing contained the information required by this Disclosure Agreement.

Section 9. Dissemination Agent. The Corporation may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Corporation pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Corporation shall be the Dissemination Agent. The initial Dissemination Agent shall be the Trustee. Any person succeeding to all or substantially all of the Trustee's corporate trust business shall be the successor to the Trustee hereunder without the execution or filing of any paper or any further act. The Dissemination Agent may resign its duties under this Disclosure Agreement upon 60 days prior written notice to the Corporation.

Section 10. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Corporation and the Dissemination Agent may amend this Disclosure Agreement, and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a), it may only be 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 an obligated person with respect to Bonds, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original execution and delivery of Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The proposed amendment or waiver either (i) is approved by the Holders of Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel or another party unaffiliated with the Corporation, materially impair the interests of the Holders or Beneficial Owners of Bonds.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Corporation shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Corporation. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, notice of such change shall be given in the same manner as for a Listed Event under Section 5(d).

Section 11. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Corporation from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Corporation chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Corporation shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 12. Default. In the event of a failure of the Corporation or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Dissemination Agent, at the written direction of the Holders of not less than 25% in aggregate principal amount of Bonds then outstanding and upon being indemnified to its satisfaction therefor, shall, or the Participating Underwriter or any Holder of Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Corporation or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an event of default under Bonds, the Indenture, or the Loan Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the Corporation or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance. The Dissemination Agent shall not be required to take any action whatsoever to cause the Corporation to comply with its obligations under this Dissemination Agreement other than those specifically set forth in Section 3 hereof.

Section 13. Duties, Immunities and Liabilities of Trustee and Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and no implied covenants or obligations of the Dissemination Agent shall arise in this Disclosure Agreement. The Corporation agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, fees, expenses and liabilities which it may incur arising out of the disclosure of information pursuant to this Disclosure Agreement or arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct, as the case may be. The obligations of the Corporation under this Section shall survive resignation or removal of the Dissemination Agent, termination of this Disclosure Agreement and payment of Bonds. The Dissemination Agent shall have no liability for the Corporation's failure to report any event or any financial information or operating data as to which the Corporation has not provided an information report in format suitable for filing with the MSRB. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in a fiduciary capacity. The obligations of the Corporation under this Section shall survive resignation of the Dissemination Agent or the termination of this Dissemination Agreement. In the absence of bad faith on its part, the Dissemination Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Dissemination Agent by the Disclosure Representative and conforming to the requirements of this Disclosure Agreement. In the case of any Annual Reports or description of any Listed Events, or any opinions which by any provision hereof are specifically required to be furnished to the Dissemination Agent, the Dissemination Agent shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Disclosure Agreement, but shall be under no duty to verify independently or investigate the accuracy or completeness of any information contained therein or the correctness of any opinion furnished hereunder. No provision of this Disclosure Agreement shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers. The Dissemination Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, or other paper or document believed by it to be genuine and to have been signed or presented by the Disclosure Representative. The Dissemination Agent may consult with counsel of its choice and the written advice of such counsel or any

opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon, it being understood that for purposes of this provision, that such counsel may be counsel to the Corporation. The Corporation shall not be liable for the fees and expenses of any such counsel consulted by the Dissemination Agent without the prior consent of the Corporation. The Dissemination Agent shall not be bound to make any investigation into the facts or matters stated in and Annual Report or description of a Listed Event. To the extent not otherwise provided in this Disclosure Agreement, the Dissemination Agent shall be entitled to discharge its obligation hereunder in like manner as specified in the Indenture for the discharge of the obligations of the Trustee thereunder.

Section 14. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the Corporation: Marshall B. Ketchum University
Attn: Vice President of Financial Affairs
2575 Yorba Linda Boulevard
Fullerton, California 92831

To Dissemination Agent: Wilmington Trust, National Association
650 Town Center Drive, Suite 600
Costa Mesa, California 92626

A copy of each notice shall be sent to the Participating Underwriter as follows:

Stifel, Nicolaus & Company, Incorporated
Attn: John Kim
515 S. Figueroa Street, Suite 1800
Los Angeles, CA 90071

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent.

Section 15. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Corporation, the Dissemination Agent, the Participating Underwriter, the Trustee and Holders and Beneficial Owners from time to time of Bonds, and shall create no rights in any other person or entity.

Section 16. Fees and Expenses. Except to the extent limited by Section 13 hereof, the Dissemination Agent shall be entitled to payment and reimbursement from the Corporation for its services rendered hereunder and all rightful advances and other expenses reasonably made or incurred by the Dissemination Agent.

Section 17. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 18. Choice of Law. This Disclosure Agreement shall be governed by and construed in accordance with the laws of the State of California, provided that to the extent this Disclosure Agreement addresses matters of federal securities laws, including the Rule, this Disclosure Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

Section 19. Severability. If any portion of this Disclosure Agreement shall be held invalid or inoperative, then, so far as is reasonable and possible (i) the remainder of this Disclosure Agreement shall be considered valid and operative, and (ii) effect shall be given to the intent manifested by the portion held invalid or inoperative.

Section 20. Other Instruments. The Corporation and the Dissemination Agent covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out this Disclosure Agreement.

Section 21. Captions, Titles, and Headings. The captions, titles, and headings used in this Disclosure Agreement are for convenience only and shall not be construed in interpreting this Disclosure Agreement.

Section 22. Entire Agreement. This Disclosure Agreement contains the entire understanding among the parties and supersedes any prior understandings or written or oral agreements between them respecting the subject matter of this Disclosure Agreement.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have duly authorized, executed and delivered this Continuing Disclosure Agreement as of the date first written above.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Dissemination Agent

By: _____
Its: Authorized Officer

MARSHALL B. KETCHUM UNIVERSITY, a
California nonprofit public benefit corporation

By: _____
Its: Authorized Officer

EXHIBIT A

**FORM OF CERTIFICATE FOR ANNUAL FILING OF CERTAIN
FINANCIAL AND OPERATING COVENANTS**

Name of Issuer: City of Fullerton Public Financing Authority
Name of Bond Issue: City of Fullerton Public Financing Authority Refunding Revenue Bonds
(Marshall B. Ketchum University) Series 2021A and Series 2021B (Taxable)
Dissemination Agent: Wilmington Trust, National Association
Name of Borrower: Marshall B. Ketchum University
Date of Issuance: August __, 2021

The undersigned authorized representative of Marshall B. Ketchum University (the "Corporation"), is providing to the Dissemination Agent the following operational information as required under Section 4 of the Continuing Disclosure Agreement, dated as of August 1, 2021 (the "Disclosure Agreement"), between the Dissemination Agent and the Corporation. The Disclosure Agreement requires that this information be provided to the Dissemination Agent within 180 days of the end of each fiscal year. Defined terms used in this certificate and not defined herein shall have the meaning granted to such terms in the Disclosure Agreement or, if not defined therein, in the Indenture. The information contained below is unaudited.

1. All insurance required by the Loan Agreement is in full force and effect as of the date hereof.
2. Debt Service Coverage Ratio for the Fiscal Year ended June 30, 20__ was __x.

This certificate is being provided by the Corporation to the Dissemination Agent on a date which is [within][outside] of 180 days from the end of its prior fiscal year.

Dated: _____

MARSHALL B. KETCHUM UNIVERSITY

By: _____
Its: _____

EXHIBIT B

**NOTICE TO REPOSITORIES OF FAILURE TO
FILE ANNUAL REPORT**

Name of Issuer: City of Fullerton Public Financing Authority
Name of Bond Issue: City of Fullerton Public Financing Authority Refunding Revenue Bonds
(Marshall B. Ketchum University) Series 2021A and Series 2021B (Taxable)
Dissemination Agent: Wilmington Trust, National Association
Name of Borrower: Marshall B. Ketchum University
Date of Issuance: August __, 2021

NOTICE IS HEREBY GIVEN that Marshall B. Ketchum University (the "Corporation") has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement, dated as of August 1, 2021, between the undersigned Dissemination Agent and the Corporation. The Corporation anticipates that the Annual Report will be filed by _____.

Dated: _____

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Dissemination Agent

By _____
Authorized Signatory

cc: Stifel, Nicolaus & Company, Incorporated