

NEW ISSUE - BOOK ENTRY ONLY

In the opinion of Squire Sanders (US) LLP, Bond Counsel, under existing law (i) assuming continuing compliance with certain covenants and the accuracy of certain representations, interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations, and (ii) interest on, and any profit made on the sale, exchange or other disposition of, the Bonds are exempt from the Ohio personal income tax, the Ohio commercial activity tax, the net income base of the Ohio corporate franchise tax, and municipal, school district and joint economic development district income taxes in Ohio. Interest on the Bonds may be subject to certain federal taxes imposed only on certain corporations, including the corporate alternative minimum tax on a portion of that interest. For a more complete discussion of the tax aspects, see "TAX MATTERS" herein.

\$28,345,000
STATE OF OHIO
HIGHER EDUCATIONAL FACILITY REVENUE REFUNDING BONDS
(CASE WESTERN RESERVE UNIVERSITY PROJECT)
2012 SERIES A

Dated: Date of Issuance

Due: As shown on inside cover

The \$28,345,000 State of Ohio Higher Educational Facility Revenue Refunding Bonds (Case Western Reserve University Project) 2012 Series A (the "Bonds"), when, as and if issued, will be special obligations of the State of Ohio issued by the Ohio Higher Educational Facility Commission (the "Commission") pursuant to a Trust Agreement, dated as of November 1, 2012 (the "Trust Agreement"), between the Commission and The Bank of New York Mellon Trust Company, N.A. (the "Trustee"). The Bonds are issued to refund portions of certain outstanding State of Ohio Higher Educational Facility Revenue Bonds and portions of obligations under a Master Lease and Sublease, as described herein. The Bonds will be payable from the revenue and other money pledged by the Trust Agreement, which include the payments required to be made by Case Western Reserve University (the "University") under a certain Lease between the Commission and the University.



The Bonds are issuable as registered bonds without coupons and initially will be registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. The Bonds will be issuable only under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants or Indirect Participants, and purchasers of the Bonds will not receive physical delivery of bond certificates. Principal of and premium, if any, on the Bonds will be payable to the registered owner upon presentation and surrender at the designated corporate trust office of the Trustee in Cleveland, Ohio, and interest will be transmitted by the Trustee on each interest payment date (June 1 and December 1 of each year commencing June 1, 2013) to the registered owner as of the 15th day of the calendar month preceding that interest payment date, all as more fully described herein.

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

The Bonds do not represent or constitute a debt or pledge of the faith and credit of the Commission or the State of Ohio and will not be secured by an obligation or pledge of any money raised by taxation, and do not grant to the Holders any rights to have the State levy any taxes or appropriate funds for the payment of the principal of or interest on the Bonds.

The Bonds are offered when, as and if issued by the Commission and accepted by Morgan Stanley & Co. LLC (the "Underwriter"), subject to the opinion on certain legal matters relating to their issuance of Squire Sanders (US) LLP, Bond Counsel. Certain legal matters will be passed upon for the University by Elizabeth J. Keefer, Esq., its General Counsel and Secretary, and for the Underwriter by its counsel, Thompson Hine LLP. It is expected that the Bonds will be available for delivery through DTC on or about November 28, 2012.

MORGAN STANLEY

This cover page contains certain information for quick reference only. It is not a summary of this Offering Circular. Investors must read the entire Offering Circular to obtain information essential to the making of an informed investment decision. This Offering Circular has been prepared by Case Western Reserve University in connection with the original offering for the sale of the Bonds. The information contained in this Offering Circular speaks only as of its date.

November 14, 2012

PRINCIPAL MATURITY SCHEDULE

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP</u>
December 1, 2013	\$825,000	2.000%	101.598	67756 BZF0
December 1, 2014	840,000	2.000	102.770	67756 BZG8
December 1, 2015	860,000	2.000	103.620	67756 BZH6
December 1, 2016	3,405,000	3.000	108.331	67756 BZJ2
December 1, 2017	3,535,000	4.000	114.303	67756 BZK9
December 1, 2018	3,210,000	4.000	116.121	67756 BZL7
December 1, 2019	2,840,000	4.000	117.080	67756 BZM5
December 1, 2020	2,970,000	5.000	124.525	67756 BZN3
December 1, 2021	3,125,000	5.000	125.179	67756 BZP8
December 1, 2022	3,285,000	5.000	125.745	67756 BZQ6
December 1, 2023	3,450,000	5.000	126.237	67756 BZR4

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TABLE OF CONTENTS

	Page
INTRODUCTION	1
THE COMMISSION	2
CASE WESTERN RESERVE UNIVERSITY	3
PLAN OF REFUNDING AND USE OF PROCEEDS	3
THE BONDS	4
SECURITY AND SOURCES OF PAYMENT	5
THE GUARANTY	7
ENFORCEABILITY OF REMEDIES	7
ABSENCE OF MATERIAL LITIGATION	8
ELIGIBILITY UNDER OHIO LAW FOR INVESTMENT AND AS SECURITY FOR THE DEPOSIT OF PUBLIC FUNDS	8
TAX MATTERS	8
APPROVAL OF LEGAL PROCEEDINGS	11
RATINGS	11
UNDERWRITING	12
CONTINUING DISCLOSURE	12
UNIVERSITY FINANCIAL STATEMENTS	12
MISCELLANEOUS	12
CONSENT TO DISTRIBUTION	13

APPENDICES

- A - Case Western Reserve University
- B - Case Western Reserve University Financial Statements for the Fiscal Year Ended
June 30, 2012 (with Independent Auditors' Report thereon)
- C - Certain Defined Terms and Summary of Certain Provisions of the Trust Agreement, the
Lease and the Tax Agreement
- D - Proposed Form of Bond Opinion
- E - Book-Entry System
- F - Proposed Form of Continuing Disclosure Agreement

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REGARDING USE OF THIS OFFERING CIRCULAR

In connection with this offering, the Underwriter may overallocate or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Bonds are exempt from registration under the Securities Act of 1933 and from registration under the securities laws of the State of Ohio. No dealer, broker, salesman or other person has been authorized by the Commission, the University or the Underwriter to give any information or to make any representations with respect to the Bonds, other than those contained in this Offering Circular, and, if given or made, such other information or representations must not be relied upon as having been authorized by the Commission, the University or the Underwriter. This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any state, possession or territory, in which it is unlawful for such person to make such offer, solicitation or sale. The information contained herein has been obtained from the Commission (with respect to the Commission), the University, DTC and other sources that are believed to be reliable, but is not guaranteed as to accuracy or completeness, and is not to be construed as a representation of the Underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Offering Circular nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the parties referred to above or any related parties since the date hereof. This Offering Circular is not to be construed as an agreement or contract with the Commission. Capitalized terms used in this Offering Circular and not otherwise defined have the meanings set forth in "CERTAIN DEFINED TERMS AND SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT, THE LEASE AND THE TAX AGREEMENT" in APPENDIX C. All quotations from summaries and explanations of provisions of law and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions.

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

PORTIONS OF THIS OFFERING CIRCULAR CONTAIN "FORWARD-LOOKING STATEMENTS" AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. AS A GENERAL MATTER, FORWARD-LOOKING STATEMENTS ARE THOSE FOCUSED UPON FUTURE PLANS, OBJECTIVES OR PERFORMANCE AS OPPOSED TO HISTORICAL ITEMS AND INCLUDE STATEMENTS OF ANTICIPATED EVENTS OR TRENDS AND EXPECTATIONS AND BELIEFS RELATING TO MATTERS NOT HISTORICAL IN NATURE. SUCH FORWARD-LOOKING STATEMENTS ARE SUBJECT TO UNCERTAINTIES AND FACTORS, INCLUDING THOSE RELATING TO THE UNIVERSITY'S OPERATIONS AND ITS ABILITY TO REPAY ITS DEBT, ALL OF WHICH ARE DIFFICULT TO PREDICT AND MANY OF WHICH ARE BEYOND THE UNIVERSITY'S CONTROL. SUCH UNCERTAINTIES AND FACTORS COULD CAUSE THE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE MATTERS EXPRESSED IN OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THOSE UNCERTAINTIES AND FACTORS INCLUDE, IN ADDITION TO THOSE MENTIONED ELSEWHERE HEREIN, INTEREST RATES, THE UNIVERSITY'S ENROLLMENT AND TUITION INCREASES, AND GIFTS, GRANTS AND BEQUESTS MADE TO THE UNIVERSITY.

This Offering Circular has been prepared in connection with the original offering for sale of the Bonds.

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\$28,345,000
STATE OF OHIO
HIGHER EDUCATIONAL FACILITY REVENUE REFUNDING BONDS
(CASE WESTERN RESERVE UNIVERSITY PROJECT) 2012 SERIES A

INTRODUCTION

This Offering Circular, including the cover page, the table of contents and the Appendices, is provided to furnish information in connection with the issuance by the Ohio Higher Educational Facility Commission (the "Commission") of \$28,345,000 State of Ohio Higher Educational Facility Revenue Refunding Bonds (Case Western Reserve University Project) 2012 Series A (the "Bonds"). The Bonds are being issued pursuant to a Trust Agreement, dated as of November 1, 2012 (the "Trust Agreement"), between the Commission and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), to refinance certain facilities and equipment of Case Western Reserve University (the "University"). The Bonds will be issued for the purpose of (i) refunding a portion of the outstanding principal amount of State of Ohio Higher Educational Facility Revenue Bonds (Case Western Reserve University 2004 Project), Series A (the "2004 Bonds"); (ii) refunding all or a portion of the obligations outstanding under the Master Lease and Sub-Lease (Tax-Exempt) dated August 24, 2006 (the "Master Lease") between and among Chase Equipment Leasing, Inc., the Commission and the University; and (iii) paying the costs of issuance of the Bonds and for such other uses as are permitted under the Lease (as defined below) and Chapter 3377 of the Ohio Revised Code (the "Act").

The Bonds will be dated their date of issuance and will mature as set forth on the inside cover page. The Bonds will be subject to redemption prior to maturity as described herein under "THE BONDS – Description of the Bonds – Redemption."

The proceeds of the sale of the Bonds will be used for the purpose of paying costs relating to (i) the refunding of a portion of the currently outstanding 2004 Bonds (the 2004 Bonds being refunded, the "Refunded Bonds"), which 2004 Bonds were issued to pay costs relating to the construction of the student residential facilities (the North Residential Village), the construction and development of athletic fields (including seating and related facilities), construction of parking facilities, the construction of a new building for the Cleveland Center for Structural Biology, the renovation and expansion of the School of Medicine's Animal Resource Center, the construction of the Case Medical Sciences Learning Center, the acquisition and construction of a new research building, including the acquisition and construction of the Wolstein Research Building for biomedical and other research, and renovation and replacement of systems for campus facilities including windows, HVAC systems, roofs, elevators, Americans with Disabilities Act facilities and other improvements (including relocating existing buildings), and the construction, furnishing and equipping of an approximately 26,500 square foot academic building for the Mandel Center for non-profit organizations, all together with related equipment, furnishings, appurtenances and site improvements and the acquisition of real property in connection with these facilities and for other University purposes, (ii) refunding all or a portion of the obligations outstanding under the Master Lease (the "Refunded Lease Obligations") which were issued to assist the University in the acquisition, installation and implementation of a new University student information system (PeopleSoft Campus Solutions) creating an integrated, web-based computer system that provides students, faculty, staff and others with accurate, secure and readily accessible information, modules to be implemented include student records, registration, student financials and other related functions, with interfaces to other modules, all together with related facilities, equipment and appurtenances thereto, and (iii) costs incidental thereto and costs of financing and refinancing thereof, and for such other uses as are permitted by the Act and the Lease dated as of November 1, 2012, (the "Lease") between the Commission and the University (collectively, the "Project").

All of the educational facilities constituting the Project are located on the University campus in Cleveland, Ohio. The Project will be leased by the University to the Commission under a Base Lease, dated as of November 1, 2012 (the "Base Lease"). The Project will be leased by the Commission to the University pursuant to the Lease. The University is required by the Lease to make rental payments equal to the principal of and premium, if any, and interest on the Bonds, whether on an Interest Payment Date, at maturity, upon acceleration or upon redemption (the "Bond Service Charges"). Bond Service Charges on the Bonds will be required to be made by the University as rental payments (the "Rental Payments") under the Lease. In the Lease, the University has agreed to purchase the Commission's interest in the Project after all of the Bond Service Charges have been paid.

The Bonds are special obligations of the State of Ohio (the "State") and the Bond Service Charges on the Bonds will be payable solely from the revenues to be derived by the Commission from its lease of the Project, including the Rental Payments, all as provided in the Lease and the Trust Agreement and as hereinafter described under "SECURITY AND SOURCES OF PAYMENT."

The Bonds are secured by the Trust Agreement, which grants to the Trustee a security interest in the Revenues as described herein under "SECURITY AND SOURCES OF PAYMENT." The Bonds are further secured by the Guaranty Agreement, dated as of November 1, 2012, between the University and the Trustee relating to the Bonds (the "Guaranty") by which the University unconditionally guarantees the payment of the Bond Service Charges on the Bonds as described herein under "THE GUARANTY."

Brief descriptions of the Commission, the University, the Project, the Bonds, the Lease, the Trust Agreement, the 2004 Bonds Escrow Agreement, the 2006 Lease Escrow Agreement, the Guaranty and the Tax Agreement are included in this Offering Circular. The descriptions herein of the Bonds, the Lease, the Trust Agreement, the 2004 Bonds Escrow Agreement, the 2006 Lease Escrow Agreement, the Guaranty and the Tax Agreement do not purport to be complete statements of the provisions of such documents and are qualified in their entirety by reference to each such document. Reference is made to the originals of all such documents for full and complete statements of all matters of fact relating to the Bonds, the security for the payment of the Bonds, and the rights and remedies of Bondholders. The description of the University consists of certain information and data provided by it (as set forth in Appendix A) and certain of its audited consolidated financial statements (as set forth in Appendix B). All descriptions are further qualified in their entirety by reference to laws and principles of equity relating to or affecting generally the enforcement of creditors' rights. Copies of the above described documents are available for inspection during the initial offering period at the principal office of Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, Attention: Higher Education & Not for Profit Group and thereafter at the Cleveland, Ohio corporate trust office of the Trustee. Capitalized terms used herein shall have the same meanings as given to them in the Lease unless otherwise defined herein or where the context would clearly indicate otherwise. See APPENDIX C – "CERTAIN DEFINED TERMS AND SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT, THE LEASE AND THE TAX AGREEMENT."

THE COMMISSION

The Commission is a body both corporate and politic, constituting an agency or instrumentality of the State. It was created in 1968 by, and exists under, Chapter 3377 of the Ohio Revised Code. The Commission was established to enhance educational opportunities for the people of the State and to alleviate the pressing demands upon tax-supported colleges and universities by enhancing the availability, efficiency and economy of educational facilities for private colleges and universities by facilitating or achieving lower costs for the financing or refinancing of such educational facilities.

The Commission is authorized, among other things, to issue revenue bonds of the State to provide funds for acquiring, constructing, equipping and furnishing educational facilities that are leased to private colleges or universities. Each issue of bonds by the Commission is secured by a pledge and assignment of the payments received by the Commission pursuant to the lease of the applicable educational facilities and may be secured by a mortgage on such facilities. In the lease, the college or university has the option to purchase the facilities prior to the termination of the lease and the college or university agrees to purchase the facilities at the lease termination, in each case after provision has been made for the retirement or redemption of all the bonds issued for such facilities. The Commission does not make any grants and has access to capital improvement funds only through the issuance of revenue bonds.

The Commission may lease projects to private, nonprofit institutions of higher education that hold effective certificates of authorization issued by the Ohio Board of Regents, but not to institutions whose principal educational activity is preparing students for religious or ecclesiastical fields. The Commission may acquire and lease any facility that is academic, administrative or auxiliary thereto, other than facilities used exclusively as places for devotional activities.

The Commission consists of nine members, including the Chancellor of the Ohio Board of Regents or a designee of the Chancellor, an *ex officio* member. The other eight members are appointed to overlapping eight-year terms by the Governor with the advice and consent of the State Senate. The Chairman is designated by the Governor, and the other officers, including the Vice Chairman, the Secretary and the Deputy Secretary, are elected by the members from their own number.

The members of the Commission receive no compensation for their services but are entitled to reimbursement for their actual and necessary expenses. The Commission's office is located in Columbus, Ohio. The Commission does not have any employees. The Ohio Board of Regents provides staffing assistance to the Commission when necessary.

CASE WESTERN RESERVE UNIVERSITY

The University, an Ohio nonprofit corporation, is the largest independent research university in Ohio, providing undergraduate, graduate and professional programs in the arts and sciences, engineering, health (including medicine, nursing and dentistry), law, management and social work.

See APPENDIX A – "CASE WESTERN RESERVE UNIVERSITY" for a more complete description of the University.

PLAN OF REFUNDING AND USE OF PROCEEDS

The Bonds are being issued to (i) refund the Refunded Bonds, (ii) refund the Refunded Lease Obligations and (iii) pay costs of issuance of the Bonds.

Refunding

A portion of the proceeds of the sale of the Bonds will be used, together with other available funds applied for such purpose, for the purpose of advance refunding the Refunded Bonds and will be deposited in the Escrow Fund established for that purpose under the 2004 Bonds Escrow Agreement. That Escrow Fund and the money and Eligible Investments therein will be used solely and exclusively for, and are irrevocably committed to, the payment of (i) scheduled debt service on the Refunded Bonds on December 1, 2012 and June 1, 2013, and (ii) the outstanding principal of and interest on the Refunded Bonds on December 1, 2013. Money and Eligible Investments in the Escrow Fund for the Refunded Bonds will be used solely for the purposes described in the 2004 Bonds Escrow Agreement. Upon purchasing the Eligible Investments and upon receipt of the verification described under the caption "Verification of Mathematical Computations" the Refunded Bonds will be deemed to have been paid and discharged. Any amounts remaining in the Escrow Fund for the Refunded Bonds after redemption of all of the Refunded Bonds will be applied to the payment of debt service on the Bonds.

A portion of the proceeds of the sale of the Bonds will be used, together with other available funds applied for such purpose, for the purpose of currently refunding the Refunded Lease Obligations under the Master Lease and will be deposited in the Escrow Fund established for that purpose under the 2006 Lease Escrow Agreement. That Escrow Fund and the money and Eligible Investments therein will be used solely and exclusively for, and are irrevocably committed to, the payment of the outstanding principal of and interest on the obligations under the Master Lease. Any amounts remaining in the Escrow Fund for the Refunded Lease Obligations after redemption of the Refunded Lease Obligations will be applied to the payment of debt service on the Bonds.

Verification of Mathematical Computations. The mathematical accuracy of (a) the computation of the adequacy of the cash and the maturing principal of, and interest on, the Defeasance Obligations deposited in the Escrow Fund for the Refunded Bonds to pay, when due, scheduled debt service and called principal of, interest on and related call premium requirements of the Refunded Bonds, and (b) the computations made supporting the conclusion of Bond Counsel that the Bonds are not "arbitrage bonds" under the Code and the regulations promulgated thereunder, will be verified by Causey Demgen & Moore Inc.

Sources and Uses of Funds. The proceeds of the Bonds are expected to be applied as follows:

Sources of Funds:

Par Amount	\$28,345,000.00
Premium	<u>5,125,557.20</u>
Total Sources	<u>\$33,470,557.20</u>

Uses of Funds:

Deposit to Escrow Fund for Refunded Bonds	\$27,987,025.10
Deposit to Escrow Fund for Refunded Lease Obligations	5,086,214.44
Cost of Issuance ¹	<u>397,317.66</u>
Total Uses	<u>\$33,470,557.20</u>

¹Includes underwriter's discount, legal fees, rating agency fees and other costs of issuance.

THE BONDS

Description of the Bonds

The Bonds will be issued in an aggregate principal amount of \$28,345,000, maturing on the dates and bearing interest at the rates per annum set forth on the inside front cover page of this Offering Circular. The Bonds will be dated the date of the original issuance and delivery and will be issued as fully registered bonds in the denomination of \$5,000 or integral multiples thereof.

Interest on the Bonds is payable on each June 1 and December 1, beginning June 1, 2013 and any other date on which any Bond Service Charges shall be due and payable, whether at maturity, upon acceleration, redemption or otherwise (each an "Interest Payment Date"). The Bonds will bear interest from the most recent date to which interest has been paid or duly provided for or, if no interest has been paid or duly provided for, then from the date the Bonds are issued and delivered. The Bonds will mature, subject to prior redemption as hereinafter described, in the amounts and on the dates and will bear interest at the respective rates all as shown on the cover page. The Bonds will be authorized and issued by the State acting by and through the Commission under the provisions of the Act and pursuant to a resolution adopted by the Commission (see "THE COMMISSION").

Redemption

Extraordinary Optional Redemption. The Bonds are subject to extraordinary redemption prior to maturity on any date by and at the option of the Commission, at the direction of the University, at a redemption price of 100% of the principal amount redeemed, plus interest accrued to the redemption date: (i) in part (in accordance with the provisions of the Trust Agreement described under "Partial Redemption" below) in the event of condemnation of the Project or any part thereof to the extent provided in Section 6.3 of the Lease or (ii) in whole upon the occurrence of any of the following events and the exercise by the University of its option to terminate the Lease:

- (a) All or a substantial part of the Project shall have been damaged or destroyed to such extent that (I) the Project cannot be reasonably restored within a period of six months to the condition it was in immediately preceding such damage or destruction or (II) the University is thereby prevented from carrying on its normal operation of the Project for a period of six months;
- (b) Title to, or the temporary use of, all or a substantial part of the Project shall have been taken under the exercise of the power of eminent domain by any governmental authority or Person acting under governmental authority to such extent that (I) the Project cannot be reasonably restored within a period of six months to a condition comparable to its condition prior to such taking or

(II) the University is thereby prevented from carrying on its normal operation of the Project for a period of six months;

- (c) As a result of any changes in the Constitution of the State or the Constitution of the United States of America, any legislative or administrative action (whether State or federal) or any final decree, judgment or order of any court or administrative body (whether state or federal) entered after a contest in good faith by the Commission or the University in the proceedings in which the decree, judgment or order is entered, (I) the Lease shall have become void, unenforceable or impossible of performance in accordance with the intent and purpose of the parties as expressed in the Lease or (II) if unreasonable burdens or excessive liabilities shall have been imposed upon the Commission or the University with respect to the Project or its operation, including without limitation, the imposition of federal, State or other ad valorem, property, income or other taxes that were not imposed at the time the Bonds were originally issued, other than ad valorem taxes then levied upon privately-owned property used for the same general purpose as the Project; or
- (d) The University shall lose its status as a Tax-Exempt Organization but only if such loss results in the interest on the Bonds no longer being excluded from gross income for federal income tax purposes.

Partial Redemption. If fewer than all of the outstanding Bonds that are stated to mature on different dates are called for redemption at one time, the principal maturities of the Bonds to be called will be designated by the University. If fewer than all of the outstanding Bonds of one maturity are called for redemption, the selection of Bonds to be redeemed, or portions thereof in amounts of \$5,000 or any integral multiple thereof, will be determined by DTC following receipt of notice of redemption from the Trustee. In the event of a redemption of a term bond, the Trustee will allocate the principal amount of the term bond redeemed against the mandatory sinking fund redemption requirements as designated by the University (see "Notice of Redemption").

Notice of Redemption. The Trustee will mail by first class mail, postage prepaid, to the registered owners of all Bonds to be redeemed, at the address shown on the registration books, notice of redemption at least 30 days prior to the redemption date. Each notice of redemption of the Bonds will identify the Bonds or portions thereof to be redeemed and will state, among other things, the redemption price, the redemption date, the place or places where the redemption price is payable and that on the redemption date such Bonds called for redemption (provided funds for the redemption of such Bonds are on deposit at the place of payment) will cease to bear interest. The failure of a Holder to receive notice by mailing or any defect in that notice regarding any Bond will not affect the validity of the proceedings for the redemption of the Bonds.

So long as all Bonds are held under a book-entry system by a securities Depository (such as DTC), call notice is to be sent by the Trustee only to the Depository or its nominee. Selection of book-entry interests in the Bonds called, and giving notice of the call to the owners of those interests called, is the sole responsibility of the Depository and of its Participants and Indirect Participants. Any failure of the Depository to advise any Participant, or of any Participant or any Indirect Participant to notify the book-entry interest owners, of any such notice and its content or effect will not affect the validity of any proceedings for the redemption of any Bonds or portions of Bonds. See APPENDIX E – "BOOK-ENTRY SYSTEM."

Book-Entry System. The Bonds are originally issued in book entry form to The Depository Trust Company to be held in a book entry system. See APPENDIX E – "BOOK-ENTRY SYSTEM."

SECURITY AND SOURCES OF PAYMENT

The Bond Service Charges due on the Bonds are payable from the Revenues, including primarily the Rental Payments to be derived by the Commission under the Lease, amounts held in, or for the credit of, the Bond Fund, and any other funds or accounts permitted by, established under or identified in the Trust Agreement or the Bond Legislation (collectively, the "Special Funds"), except the Rebate Fund, the Escrow Funds and the Issuance Expenses Fund, all other rentals, revenue, income, charges and money received or to be received by the Commission, or the Trustee for the account of the Commission, from the lease, sale or other disposition of the

Project, and all income and profit from the investment of the Rental Payments and the Special Funds and such other money (the "Revenues"). The Bonds are further secured by (a) a security interest in the Commission's right, title and interest in and to (i) the Revenues created in the Trust Agreement, (ii) the Lease (except for the Unassigned Rights), (iii) the Base Lease (except for the Unassigned Rights) and effective solely upon the occurrence of an Event of Default under the Lease and for so long as such an Event of Default continues to exist, and (iv) the proceeds of the Bonds to the extent included in the Revenues and the Guaranty; (b) by the Trust Agreement; and (c) by the Guaranty.

The facilities comprising the Project have been specifically constructed, equipped and improved for the benefit of the University for use in its educational programs, and may be subject to practical restrictions that may limit the use thereof by others. Therefore, in the event of a default, the Trustee's ability to lease the Project or portions thereof to third parties may be limited. The rentals, if any, might thus be adversely affected. There is no assurance that, should an event of default occur, the proceeds from the lease or other disposition of the Project would be sufficient to allow payment in full of the Bonds. Also, as noted in APPENDIX C – "THE LEASE – Events of Default", the Trustee, as assignee, has the right, upon default under the Lease to sublease the Project. The Lease covers only a portion of the campus of the University, and University buildings are generally special use buildings, so that it may be difficult for the Trustee to obtain rentals on subleasing adequate to pay debt service on the Bonds.

The Bonds are secured by a pledge of and security interests in the equipment and other tangible personal property included in the Project. The security interests in such property are intended to be prior to any security interest in, lien on or pledge or assignment of such property except for Permitted Encumbrances.

The University has not granted a mortgage on the Project to secure the Bonds. The Bonds are not secured by a debt service reserve fund.

Under existing law, the remedies specified by the Trust Agreement, the Lease and the Guaranty may not be readily available or may be limited. A court may decide not to order the specific performance of the covenants contained in those documents. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by State and federal laws, rulings and decisions affecting remedies and by bankruptcy, reorganization or other laws affecting the enforcement of creditors' rights or the application of general principles of equity.

The enforceability of the Lease and the Trust Agreement may be subject to subordination or prior claims in certain instances in addition to that arising from bankruptcy proceedings. For a discussion of examples of possible limitations on enforceability and of possible subordination or prior claims, see "ENFORCEABILITY OF REMEDIES" herein.

The Bonds do not represent or constitute a debt or pledge of the faith and credit of the Commission or the State, will not be secured by an obligation or pledge of any money raised by taxation, and do not grant to the Holders any rights to have the State or any political subdivision thereof levy any taxes or appropriate any funds for the payment of the debt service on the Bonds. The Commission has no taxing power.

The University is subject to the same competitive pressures that affect other private colleges and universities. Changing demographics and demand may mean a smaller pool of college-bound persons from which to draw entering classes. Greater competition for students together with rising tuition may mean that the University will need to increase its financial aid packages to attract and retain students or that it may enroll fewer students and derive decreased revenues. Attracting and keeping qualified faculty and administrators may mean higher expenditures for salaries and administrative costs. Each of these factors, as well as others, can have an impact on the revenues and expenses of the University. Factors that may also adversely affect the operations of the University, although the extent cannot be presently determined, include, among others: (1) employee strikes and other labor actions that could result in a substantial reduction in revenues without corresponding decreases in costs; (2) increased costs and decreased availability of public liability insurance; (3) changes in the demand for higher education in general or for programs offered by the University in particular; (4) cost and availability of energy; (5) high interest rates, which could strain cash flow or prevent borrowing for needed capital expenditures; (6) a decrease in availability of student loan funds or other aid; (7) an increase in the costs of health care benefits, retirement plan

or other benefit packages offered by the University to its employees and retirees; (8) a significant decline in the University's investments based on market or other external factors; (9) litigation; (10) a decline in research funding, including research funding from the U.S. government; (11) reductions in funding support from donors or other external sources; and (12) natural disasters, which might damage the University's facilities, interrupt service to its facilities or otherwise impair the operation of the facilities. Neither the Underwriter nor the Commission has made any independent investigation of the extent to which any such factors will have an adverse impact on the revenues of the University.

THE GUARANTY

Under the Guaranty, the University unconditionally guarantees to the Trustee for the benefit of the Holders of the Bonds (a) the full and prompt payment of the principal of and redemption premium, if any, on any Bond when and as the same shall become due, whether at the stated maturity thereof, by acceleration, by call for redemption or otherwise, (b) the full and prompt payment of any interest on any Bond when and as the same shall become due and (c) the full and prompt payment of all fees and expenses paid or incurred by the Trustee as Trustee under the Trust Agreement and in enforcing the Guaranty. The Trustee will proceed against the University under the Guaranty if (i) requested to do so by the Holders of at least 25% in aggregate principal amount of the Bonds outstanding and (ii) the Trustee is provided with adequate indemnity.

No setoff, counterclaim, reduction or diminution of an obligation, or any defense of any kind which the University has or may have against the State, the Commission, the Trustee or any Holder will be available to the University against the Trustee under the Guaranty. The University has entered into a similar guaranty agreement in connection with each series of bonds issued by the Commission for the University (see APPENDIX A – "CASE WESTERN RESERVE UNIVERSITY – Outstanding Indebtedness").

ENFORCEABILITY OF REMEDIES

Enforcement of the security interest in the Revenues and the remedies specified by the Trust Agreement, the Lease, the Guaranty, and the Assignment of Rights Under Lease dated as of November 1, 2012 from the Commission, as assignor, to the Trustee, as assignee, may be limited by the application of federal bankruptcy laws or other laws relating to creditors' rights. A court may decide not to order the specific performance of the covenants contained in these documents.

Under the United States Bankruptcy Code, allowable claims in a bankruptcy case for future rents under a lease of real property are limited to rentals during the greater of (i) one year or (ii) 15% (but not exceeding three years) of the lease term remaining after the date of the filing of the bankruptcy proceedings or the removal of the lessee from possession. There is no case that decides whether the Bankruptcy Code's limitation on claims for rentals may apply to a bond trustee's claim against a bankrupt guarantor under a guaranty of the obligation to make payments on tax-exempt bonds. However, in light of (i) the weight of the case law regarding claims in bankruptcy by bond trustees under lease agreements and (ii) the economic realities of this tax-exempt bond financing, a claim by the Trustee under the Guaranty in a bankruptcy proceeding should not be subject to limitations imposed on amounts allowed for claims arising under the leases of real property. The degree to which such a claim is satisfied will be dependent upon amounts that are available for and ordered to be distributed in the bankruptcy proceeding.

The enforceability of the liens of the Lease and the Trust Agreement may be subject to subordination or prior claims in certain instances other than bankruptcy proceedings. Examples of possible limitations on enforceability and of possible subordination or prior claims include (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 federal statutes or regulations, (iv) constructive trusts, equitable liens or other rights imposed or conferred by any state or federal court in the exercise of its equitable jurisdiction, (v) claims that might arise if appropriate financing or continuation statements are not filed in accordance with the Ohio Uniform Commercial Code from time to time in effect or as a result of that code's not providing for perfection of a security interest therein, (vi) inability of the Trustee to perfect a security interest in those elements of the Revenues that can be perfected only by taking possession of such collateral, (vii) federal bankruptcy laws affecting, among other matters, payments made within 90 days prior to any institution of bankruptcy proceedings by the University or the Commission, (viii) state or

federal fraudulent conveyance laws, and (ix) the rights of holders of prior perfected security interests or of perfected purchase money security interests in equipment or other goods owned by the University and in the proceeds of the sale of such property and the rights of other parties secured by liens permitted under the Bond Documents.

The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by state and federal laws, rulings and decisions affecting remedies and by bankruptcy, reorganization or other laws affecting the enforcement of creditors' rights.

ABSENCE OF MATERIAL LITIGATION

To the knowledge of the appropriate officials of the Commission and the University, there is no litigation or administrative action or proceeding pending or threatened, restraining or enjoining, or seeking to restrain or enjoin, the issuance and delivery of the Bonds, the Trust Agreement, the Lease, the Base Lease, the Escrow Agreements, the Assignment or the Guaranty or contesting or questioning the validity of the Bonds or the proceedings and authority under which the Bonds have been authorized and are to be issued or delivered, or the pledge or application of any money or security provided for the payment of the Bonds under the Trust Agreement, the Lease or the Guaranty. A no-litigation certificate to such effect with respect to the Bonds will be delivered to the Underwriters at the time of the original delivery of the Bonds.

The University is a party to various legal proceedings seeking damages or injunctive relief which are generally incidental to its operations, and unrelated to the Bonds, the security for the Bonds, or the Project. The University administration does not believe that the outcome of any pending litigation will materially adversely affect the consolidated financial position, operations or cash flows of the University.

ELIGIBILITY UNDER OHIO LAW FOR INVESTMENT AND AS SECURITY FOR THE DEPOSIT OF PUBLIC FUNDS

Under the authority of Section 3377.11 of the Ohio Revised Code and to the extent investments of the following are subject to Ohio law, the Bonds are lawful investments for banks, savings and loan associations, credit union guaranty corporations, trust companies, trustees, fiduciaries, insurance companies, including domestic for life and domestic not for life, trustees or other officers having charge of sinking and bond retirement or other funds of the State and political subdivisions and taxing districts of the State, the commissioners of the sinking fund of the State, the administrator of workers' compensation, the State retirement system (teachers, public employees, public school employees, and police and firemen's) notwithstanding any other provisions of the Revised Code or rules adopted pursuant to those provisions by any State agency with respect to investments by them.

TAX MATTERS

In the opinion of Squire Sanders (US) LLP, Bond Counsel, under existing law: (i) interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; and (ii) interest on, and any profit made on the sale, exchange or other disposition of, the Bonds are exempt from the Ohio personal income tax, the Ohio commercial activity tax, the net income base of the Ohio corporate franchise tax, and municipal, school district and joint economic development district income taxes in Ohio. Bond Counsel expresses no opinion as to any other tax consequences regarding the Bonds.

The opinion on tax matters will be based on and will assume the accuracy of certain representations and certifications, and continuing compliance with certain covenants, of the Commission and the University contained in the transcript of proceedings and that are intended to evidence and assure the foregoing, including that the Bonds are and will remain obligations the interest on which is excluded from gross income for federal income tax purposes. In addition, Bond Counsel has relied on, among other things, the opinion of Elizabeth J. Keefer, Esq., the University's General Counsel and Secretary, regarding the current status of the University as an organization described in Section 501(c)(3) of the Code, which opinion is subject to a number of qualifications and limitations. Bond Counsel

has not given any opinion or assurance concerning Section 513(a) of the Code or the effect of any future activities of the Commission or the University. Failure of the University to maintain its status as an organization described in Section 501(c)(3) of the Code, or to operate the facilities financed by the Bonds in a manner that is substantially related to the University's charitable purpose under Section 513(a) of the Code, may cause interest on the Bonds to be included in gross income retroactively to the date of the issuance of the Bonds. Bond Counsel will not independently verify the accuracy of the Commission's and the University's certifications and representations or the continuing compliance with the Commission's and the University's covenants and will not independently verify the accuracy of the opinion of the University's counsel.

The opinion of Bond Counsel is based on current legal authority and covers certain matters not directly addressed by such authority. It represents Bond Counsel's legal judgment as to exclusion of interest on the Bonds from gross income for federal income tax purposes but is not a guaranty of that conclusion. The opinion is not binding on the Internal Revenue Service ("IRS") or any court. Bond Counsel expresses no opinion about (i) the effect of future changes in the Code and the applicable regulations under the Code or (ii) the interpretation and the enforcement of the Code or those regulations by the IRS.

The Code prescribes a number of qualifications and conditions for the interest on state and local government obligations to be and to remain excluded from gross income for federal income tax purposes, some of which require future or continued compliance after issuance of the obligations. Noncompliance with these requirements by the Commission or the University may cause loss of such status and result in the interest on the Bonds being included in gross income for federal income tax purposes retroactively to the date of issuance of the Bonds. The University and, subject to certain limitations, the Commission have each covenanted to take the actions required of it for the interest on the Bonds to be and to remain excluded from gross income for federal income tax purposes, and not to take any actions that would adversely affect that exclusion. After the date of issuance of the Bonds, Bond Counsel will not undertake to determine (or to so inform any person) whether any actions taken or not taken, or any events occurring or not occurring, or any other matters coming to Bond Counsel's attention, may adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or the market value of the Bonds.

A portion of the interest on the Bonds earned by certain corporations may be subject to a federal corporate alternative minimum tax. In addition, interest on the Bonds may be subject to a federal branch profits tax imposed on certain foreign corporations doing business in the United States and to a federal tax imposed on excess net passive income of certain S corporations. Under the Code, the exclusion of interest from gross income for federal income tax purposes may have certain adverse federal income tax consequences on items of income, deduction or credit for certain taxpayers, including financial institutions, certain insurance companies, recipients of Social Security and Railroad Retirement benefits, those that are deemed to incur or continue indebtedness to acquire or carry tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. The applicability and extent of these and other tax consequences will depend upon the particular tax status or other tax items of the owner of the Bonds. Bond Counsel will express no opinion regarding those consequences.

Payments of interest on tax-exempt obligations, including the Bonds, are generally subject to IRS Form 1099-INT information reporting requirements. If a Bond owner is subject to backup withholding under those requirements, then payments of interest will also be subject to backup withholding. Those requirements do not affect the exclusion of such interest from gross income for federal income tax purposes.

Legislation affecting tax-exempt obligations is regularly considered by the United States Congress and may also be considered by the State legislature. Court proceedings may also be filed the outcome of which could modify the tax treatment of obligations such as the Bonds. There can be no assurance that legislation enacted or proposed, or actions by a court, after the date of issuance of the Bonds will not have an adverse effect on the tax status of interest or other income on the Bonds or the market value or marketability of the Bonds. These adverse effects could result, for example, from changes to federal or state income tax rates, changes in the structure of federal or state income taxes (including replacement with another type of tax), or repeal (or reduction in the benefit) of the exclusion of interest on the Bonds from gross income for federal or state income tax purposes for all or certain taxpayers.

For example, both the American Jobs Act of 2011 proposed by President Obama on September 12, 2011, and introduced into the Senate on September 13, 2011, and the federal budget for fiscal year 2013 as proposed by President Obama on February 13, 2012, contain provisions that could, among other things, result in additional federal income tax for tax years beginning after 2012 on taxpayers that own tax-exempt obligations, including the Bonds, if they have incomes above certain thresholds.

Prospective purchasers of the Bonds should consult their own tax advisers regarding pending or proposed federal and state tax legislation, and court proceedings, and prospective purchasers of the Bonds at other than their original issuance at the respective prices indicated on the inside cover of this Offering Circular should also consult their own tax advisers regarding other tax considerations such as the consequences of market discount, as to all of which Bond Counsel expresses no opinion.

Bond Counsel's engagement with respect to the Bonds ends with the issuance of the Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Commission, the University or the owners of the Bonds regarding the tax status of interest thereon in the event of an audit examination by the IRS. The IRS has a program to audit tax-exempt obligations to determine whether the interest thereon is includible in gross income for federal income tax purposes. If the IRS does audit the Bonds, under current IRS procedures, the IRS will treat the Commission as the taxpayer and the beneficial owners of the Bonds will have only limited rights, if any, to obtain and participate in judicial review of such audit. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of other obligations presenting similar tax issues, may affect the market value of the Bonds.

Original Issue Discount and Original Issue Premium

Certain of the Bonds ("Discount Bonds") as indicated on the inside cover of this Offering Circular were offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity (the principal amount) over the "issue price" of a Discount Bond. The issue price of a Discount Bond is the initial offering price to the public (other than to bond houses, brokers or similar persons acting in the capacity of underwriters or wholesalers) at which a substantial amount of the Discount Bonds of the same maturity is sold pursuant to that offering. For federal income tax purposes, OID accrues to the owner of a Discount Bond over the period to maturity based on the constant yield method, compounded semiannually (or over a shorter permitted compounding interval selected by the owner). The portion of OID that accrues during the period of ownership of a Discount Bond (i) is interest excluded from the owner's gross income for federal income tax purposes to the same extent, and subject to the same considerations discussed above, as other interest on the Bonds, and (ii) is added to the owner's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of that Discount Bond. The amount of OID that accrues each year to a corporate owner of a Discount Bond is taken into account in computing the corporation's liability for federal alternative minimum tax. A purchaser of a Discount Bond in the initial public offering at the price for that Discount Bond stated on the inside cover of this Offering Circular who holds that Discount Bond to maturity will realize no gain or loss upon the retirement of that Discount Bond.

Certain of the Bonds ("Premium Bonds") as indicated on the inside cover of this Offering Circular were offered and sold to the public at a price in excess of their stated redemption price at maturity (the principal amount). That excess constitutes bond premium. For federal income tax purposes, bond premium is amortized over the period to maturity of a Premium Bond, based on the yield to maturity of that Premium Bond (or, in the case of a Premium Bond callable prior to its stated maturity, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on that Premium Bond), compounded semiannually. No portion of that bond premium is deductible by the owner of a Premium Bond. For purposes of determining the owner's gain or loss on the sale, redemption (including redemption at maturity) or other disposition of a Premium Bond, the owner's tax basis in the Premium Bond is reduced by the amount of bond premium that is amortized during the period of ownership. As a result, an owner may realize taxable gain for federal income tax purposes from the sale or other disposition of a Premium Bond for an amount equal to or less than the amount paid by the owner for that Premium Bond. A purchaser of a Premium Bond in the initial public offering at the price for that Premium Bond stated on the inside cover of this Offering Circular who holds that Premium Bond to maturity (or, in the case of a callable Premium Bond, to its earlier call date that results in the lowest yield on that Premium Bond) will realize no gain or loss upon the retirement of that Premium Bond.

Owners of Discount and Premium Bonds should consult their own tax advisers as to the determination for federal income tax purposes of the amount of OID or bond premium properly accruable or amortizable in any period with respect to the Discount or Premium Bonds and as to other federal tax consequences and the treatment of OID and bond premium for purposes of state and local taxes on, or based on, income.

APPROVAL OF LEGAL PROCEEDINGS

Certain legal matters incident to the issuance of the Bonds and with regard to the tax-exempt status of the interest on the Bonds (see "TAX MATTERS") are subject to the opinion of Squire Sanders (US) LLP, Bond Counsel to the Commission. The signed legal opinion of Bond Counsel, substantially in the form attached hereto as Appendix D, dated and premised on law in effect on the date of issuance of the Bonds, will be delivered on the date of issuance of the Bonds.

The legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of it by recirculation of the Offering Circular or otherwise shall create no implication that Bond Counsel has reviewed or expresses any opinion concerning any of the matters referred to in the opinion subsequent to its date.

While Bond Counsel has participated in the preparation of portions of this Offering Circular, it has not been engaged to confirm or verify, and expresses and will express no opinion as to, the accuracy, completeness or fairness of any statements in this Offering Circular or any other reports, financial information, offering or disclosure documents or other information pertaining to the University prepared or made available by the University, the Underwriter, or others to the bidders for or holders of the Bonds or others.

In addition to rendering the legal opinion, Bond Counsel will assist in the preparation of and advise the Commission and the University concerning documents for the bond transcript.

Certain legal matters in connection with the Bonds will be passed upon for the University by Elizabeth J. Keefer, Esq., its General Counsel and Secretary, and for the Underwriter by Thompson Hine LLP, its counsel.

The legal opinions and other letters of counsel to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions or advice regarding the legal issues and other matters expressly addressed therein. By rendering a legal opinion or advice, the giver of such opinion or advice does not become an insurer or guarantor of the result indicated by that opinion, or the transaction on which the opinion or advice is rendered, or of the future performance of parties to the transaction. Nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

RATINGS

The Bonds have been assigned a rating of "AA-" by Standard & Poor's Ratings Services ("S&P") and a rating of "A1" by Moody's Investors Service, Inc. ("Moody's").

The University furnished to such rating agencies the information contained in this Offering Circular and certain other materials and information about the University. Generally, rating agencies base their ratings on such materials and information, as well as separate investigations, studies and assumptions.

A rating reflects only the view of the agency giving such rating and is not a recommendation to buy, sell or hold the Bonds. An explanation of the significance of such rating may be obtained only from the rating agency. Such ratings may be changed at any time, and no assurance can be given that they will not be revised downward or withdrawn entirely by either or both of such rating agencies if, in the judgment of either or both, circumstances so warrant. Any such downward revision or withdrawal of either of such ratings may have an adverse effect on the market price of the Bonds.

Neither the Commission nor the University has undertaken any responsibility either to bring to the attention of the Holders of the Bonds any proposed change in or withdrawal of such ratings or to oppose any such revision or withdrawal.

UNDERWRITING

Morgan Stanley & Co. LLC, as Underwriter, has agreed to purchase the Bonds at an aggregate purchase price of \$33,279,139.33 (equal to the aggregate principal amount of the Bonds, plus premium of \$5,125,557.20 and less Underwriter's discount of \$191,417.87). The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering prices stated on the cover page hereof. The public offering price set forth on the cover page hereof may be changed after the initial offering by the Underwriter. The Bond Purchase Agreement provides that the Underwriter will purchase all the Bonds, if any are purchased, and requires the University to indemnify the Underwriter and the Commission against losses, claims, damages and liabilities arising out of any incorrect statements or information including the omission of material facts, contained in this Offering Circular pertaining to the University and other specified matters.

Morgan Stanley, parent company of Morgan Stanley & Co. LLC, has entered into a retail brokerage joint venture with Citigroup Inc. As part of the joint venture, Morgan Stanley & Co. LLC will distribute municipal securities to retail investors through the financial advisor network of a new broker-dealer, Morgan Stanley Smith Barney LLC. This distribution arrangement became effective on June 1, 2009. As part of this arrangement, Morgan Stanley & Co. LLC will compensate Morgan Stanley Smith Barney LLC for its selling efforts with respect to the Bonds.

CONTINUING DISCLOSURE

The University has agreed in the Continuing Disclosure Agreement dated as of November 1, 2012 (the "Continuing Disclosure Agreement") between the University and the Trustee, for the benefit of the Holders and Beneficial Owners from time to time of the Bonds, in accordance with SEC Rule 15c2-12 (the Rule), to provide or cause to be provided to the Municipal Securities Rulemaking Board such annual financial information and operating data, audited financial statements and notices of the occurrence of certain events in such manner as may be required for purposes of the Rule. See APPENDIX F for the proposed form of the Continuing Disclosure Agreement.

The Continuing Disclosure Agreement will remain in effect only for such period that the Bonds are outstanding in accordance with their terms and the University remains an obligated person with respect to the Bonds within the meaning of the Rule.

The University has delivered continuing disclosure certificates or agreements for each issue of bonds and notes it has issued since the effective date of the Rule. Within the last five years, the University has in a timely manner made all filings and given all notices required under its prior continuing disclosure agreements.

UNIVERSITY FINANCIAL STATEMENTS

The financial statements of the University as of June 30, 2012, and for the year then ended, appended hereto as Appendix B to this Offering Circular, have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their report appended therein.

MISCELLANEOUS

The University has furnished all information herein relating to the University. Any statements herein involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any of such statements will be realized. Neither this Offering Circular nor any statement which may have been made orally or in writing is to be construed as a contract with the beneficial owner of any Bond.

All of the summaries of the provisions of the Bonds, the Trust Agreement, the Lease, the Base Lease, the 2004 Bonds Escrow Agreement, the 2006 Lease Escrow Agreement, the Guaranty and the Tax Agreement set forth herein (exclusive of financial and statistical data), and all other summaries and references to such other materials not purporting to be quoted in full, are only brief outlines of certain provisions thereof and are made subject to all of the detailed provisions thereof, to which reference is hereby made for further information, and do not purport to be complete statements of any or all such provisions of such documents.

All estimates and assumptions herein have been made on the best information available and are believed to be reliable. No representations whatsoever are made that such estimates or assumptions herein involve anything other than matters of opinion. Whether or not expressly so stated, they are intended to be opinions and not representations of fact. Information in this Offering Circular has been derived by the University from official and other sources and is believed by the University to be accurate and reliable. Information other than that obtained from official records of the University has not been independently confirmed or verified by the University and its accuracy is not guaranteed.

The information set forth herein, or in the Appendices, should not be construed as representing all of the conditions affecting the University.

Neither this Offering Circular nor any statement that may have been or that may be made orally or in writing is to be construed as or as part of a contract with the original purchasers or subsequent holders of the Bonds.

A complete transcript of proceedings and no-litigation certificate (as described above) will be delivered by the Commission upon delivery of the Bonds to the original purchaser. At that time, the University will furnish to the original purchaser a certificate relating to the accuracy and completeness of this Offering Circular (including matters set forth in or contemplated by it), and to its being a "final offering circular" in the University's judgment for purposes of SEC Rule 15c2-12(b)(3).

CONSENT TO DISTRIBUTION

The University has authorized distribution of this Offering Circular; it has been prepared and delivered by the University and signed for and on behalf of the University by its officials identified below.

CASE WESTERN RESERVE UNIVERSITY

By: /s/ John F. Sideras
Chief Financial Officer

By: /s/ Robert Clarke Brown
Treasurer

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APPENDIX A

CASE WESTERN RESERVE UNIVERSITY

The information contained herein as Appendix A to the Offering Circular relates to and has been supplied by Case Western Reserve University. The delivery of this Offering Circular shall not create any implication that there has been no change in the affairs of Case Western Reserve University since the date hereof, or that the information contained, referred to or incorporated by reference in this Appendix A is correct as of any time subsequent to its date. The Ohio Higher Education Facility Commission makes no representation or warranty as to the accuracy or completeness of the information contained or incorporated by reference in this Appendix A

General

Case Western Reserve University ("CWRU" or the "University"), an Ohio nonprofit corporation, is the largest independent research university in Ohio, providing undergraduate, graduate and professional programs in the arts and sciences, engineering, health (including medicine, nursing and dental medicine), law, management and social work. CWRU's campus occupies 155 acres and contains more than 90 major buildings for academic, administrative and residential use. Western Reserve University, founded in 1826, and Case Institute of Technology, founded in 1880, federated in 1967 to form Case Western Reserve University.

CWRU is located in University Circle, a 550-acre concentration of more than 50 educational, medical, cultural, religious, and social service institutions at the eastern edge of Cleveland, Ohio. In addition to CWRU, which is the largest institution in University Circle, the community includes Severance Hall, home of the world-famous Cleveland Orchestra; the Cleveland Museum of Art, housing one of the nation's finest collections; the Cleveland Institute of Music; the Cleveland Institute of Art; the Western Reserve Historical Society; the Cleveland Museum of Natural History; and several medical facilities, including University Hospitals of Cleveland. The Cleveland Clinic is immediately adjacent to University Circle.

CWRU admits students without discrimination as to race, color, sex, religion, age, personal handicap and national or ethnic origin. CWRU's opening enrollment for the 2012-13 academic year was 9,259 full-time equivalent students. In addition, 107 full-time equivalent students from the Cleveland Institute of Music were enrolled at CWRU through the joint music program. Approximately 41% of the 2010-11 bachelor's degree recipients pursued graduate and professional studies at leading institutions of learning in the United States and abroad.

CWRU operates on a fiscal year (the "Fiscal Year") that begins on July 1 and ends on the following June 30; any reference to a particular Fiscal Year means the Fiscal Year that ends on June 30 in the indicated year.

Governing Structure

CWRU is governed by a Board of Trustees (the "Board") consisting of 46 members, including the President of CWRU, who is an *ex officio* member. All of the Board members except the President are elected by the Board for a term not to exceed four years and are eligible to serve four consecutive (four-year) terms. The term of service of a Trustee expires as the end of the term during which the Trustee turns 75. Trustees *emeriti* may attend and participate in Board meetings but do not have a vote.

The Board holds three regular meetings each Fiscal Year. Special meetings may be called from time to time. The presence of 15 Trustees is required for a quorum at any meeting of the Board. Most actions of the Board require the affirmative vote of a majority of the Trustees present at a meeting at which a quorum is present. The Board has ten standing committees, whose members and chairs are appointed by the Chair of the Board subject to the approval of the full Board. The standing committees of the Board include: Executive, Investment, Audit, Development and University Relations, Finance, Research and Technology Transfer, Campus Planning, Compensation, Academic Affairs and Student Life, and the Committee on Trustees.

The Executive Committee is comprised of, as *ex officio* members, the Chair of the Board, the former Chair of the Board (for the first two years after the former Chair's term as Chair has ended), the Vice Chair(s) of the Board, the Committee Chairs of all standing committees and the President, each of whom has voting rights and is included in a quorum determination. The Executive Committee also includes at least two, but no more than five, other members. Executive Committee membership is

limited to 16 members. The Executive Committee has full power to take any action that the Board is authorized to take except (1) electing Trustees; (2) electing or removing from office a President; and (3) amending the Articles of Incorporation or Regulations of the University or By-Laws of the Board.

The following table sets forth the members of the Board, indicating each member's principal business or professional affiliation, and the month and year in which each member's term expires.

TRUSTEES

<u>Name</u>	<u>Affiliation</u>	<u>Current Term Ends</u>
Virginia Barbato	President Eric and Jane Nord Foundation	June 2016
James L. Bildner	Senior Research Fellow The Hauser Center for Non Profit Organizations Harvard University	June 2015
Linda Burnes Bolton, Dr.PH.	Vice President, Nursing and Chief Nursing Officer Cedars-Sinai Medical Center	June 2015
William E. Bruner, II, M.D.	Clinical Professor of Ophthalmology, CWRU University Ophthalmology Associates, Inc.	June 2015
Timothy J. Callahan <i>Vice Chair of the Board</i>	President MCT Corporation	June 2016
John P. Campi	Managing Partner Genesis Management, LLC	June 2014
Kenneth B. Chance, D.D.S.	Professor and Chief, Division of Endodontics University of Kentucky College of Dentistry	June 2013
Michael G. Cherkasky	Former Chief Executive Officer Altegrity	June 2014
Archie G. Co	Chairman and Chief Executive Officer Ginza Bellevue Hotel, Ltd.	June 2016
David A. Daberko	Retired Chairman and Chief Executive Officer National City Corporation	June 2015
Fred DiSanto	Chief Executive Officer Ancora Advisors	June 2016
Thalia Dorwick, Ph.D. <i>Vice Chair of the Board</i>	Editor-in-Chief (retired) McGraw Hill Higher Education	June 2015

<u>Name</u>	<u>Affiliation</u>	<u>Current Term Ends</u>
Ronald I. Dozoretz, M.D.	Founder FHC Health Systems Founder ValueOptions, Inc	June 2014
Gregory L. Eastwood, M.D.	Center for Bioethics and Humanities SUNY Upstate Medical University	June 2013
Charles D. Fowler <i>Chair of the Board</i>	Chief Executive Officer Fairmount Minerals	June 2015
Susie Gharib	Anchor and Senior Strategic Advisor PBS-TV “Nightly Business Report”	June 2015
Vincent Gaudiani, M.D.	Pacific Coast Cardiac & Vascular Surgeons	June 2014
Julie Gerberding, M.D., M.P.D.	President Merck Vaccines	June 2014
Joie A. Gregor	Retired Vice Chairman Heidrick & Struggles Inc.	June 2014
Sally Gries	Chairperson, and Chief Executive Officer Gries Financial LLC	June 2015
Charles E. Hallberg	Chief Executive Officer Renew Advantage, LLC	June 2013
Daniel P. Harrington	President HTV Industries, Inc.	June 2016
W. Nicholas Howley	Chairman, Chief Executive Officer TransDigm Group, Inc.	June 2013
David P. Hunt	Retired Chairman of the Board Newpark Resources, Inc.	June 2014
Jennie S. Hwang, Ph.D.	President/Chief Executive Officer H-Technologies Group	June 2014
Samir N. Jadallah	Owner GreyHawk Holdings, LLC	June 2015
Mary Ann Jorgenson <i>Vice Chair of the Board</i>	Senior Partner Squire Sanders (US) LLP	June 2013
Hemant Kanakia, Ph.D.	Columbia Capital	June 2013

<u>Name</u>	<u>Affiliation</u>	<u>Current Term Ends</u>
Joseph P. Keithley	Former Chairman, President & Chief Executive Officer Keithley Investments	June 2016
Charles J. Koch	Former Chairman and Chief Executive Officer Charter One Financial	June 2015
Caroline A. Kovac, Ph.D.	Retired	June 2014
Frank N. Linsalata	Chairman and Chief Executive Officer Linsalata Capital Partners	June 2015
George Majoros	President and Chief Operating Officer Wasserstein & Co.	June 2013
Joseph Mandato ¹	Managing Director DeNovo Ventures	June 2015
Thomas F. McKee	Chairman Calfee, Halter & Griswold, LLP	June 2014
Sara Moll	Founder and Director Laura's Home	June 2016
Dominic Ozanne	President/Chief Executive Officer Ozanne Construction Company	June 2015
Brian J. Ratner	President Forest City Texas, Inc.	June 2016
Joseph B. Richey	President Invacare Technologies Division Senior Vice President Design & Electronic Engineering Invacare Corporation	June 2016
Joseph A. Sabatini <i>Vice Chair of the Board</i>	Managing Director JPMorgan Chase & Co.	June 2016
Theodore L. Schroeder	VP of Engineering Vidder	June 2015
Alan L. Schwartz, Ph.D., M.D.	The Harriet B. Spoehrer Professor & Chairman, Department of Pediatrics Washington University School of Medicine	June 2014
Lawrence M. Sears	Lecturer, Electrical Engineering & Computer Science Case Western Reserve University Founder and Former Chief Executive Officer, Hexagram Inc. (now Aclara RF Technologies)	June 2016

<u>Name</u>	<u>Affiliation</u>	<u>Current Term Ends</u>
Barbara R. Snyder	President Case Western Reserve University	<i>ex officio</i>
Andrew Wasynczuk	Senior Lecturer of Business Administration Harvard Business School	June 2013
Scott Wolstein	President The Wolstein Group, Inc.	June 2016
James C. Wyant Ph.D.	Dean and Professor – College of Optical Sciences University of Arizona	June 2013

¹Currently on leave of absence

Certain members of the Board may be partners, officers, directors or stockholders of or may have other financial interests in, or business relationships with, financial institutions, law firms or brokerage firms that are underwriter or dealer of or may act as trustee or liquidity provider for the Bonds, or which serve as bond counsel or as counsel to the Commission, the trustee, liquidity provider or the underwriter or dealer. It is the University's practice not to disqualify any such institution or firm from acting as an underwriter or dealer, as counsel or as trustee because of the existence of such a relationship.

Administration

The business affairs of CWRU are administered and managed on a day-to-day basis by senior administrators of CWRU, including a president, a provost and executive vice president, a chief administrative officer, a chief financial officer and a general counsel. The senior administrators of the University are:

Barbara R. Snyder, *President*

B.A., The Ohio State University
J.D., University of Chicago Law School

Barbara R. Snyder became president of the University on July 1, 2007, the first woman to hold the office. Before becoming president of the University, Snyder was executive vice president and provost of The Ohio State University, responsible for all facets of Ohio State's academic programs. She served in that role in an interim capacity from 2003-2004, and was permanently named provost in 2004. Snyder began her academic career in higher education in the University's School of Law, where she was an associate professor from 1983 until 1988. Later at Ohio State, Snyder held the Joanne Wharton Murphy/Classes of 1965 and 1973 Professorship in the Moritz College of Law. She served as the Moritz College's associate dean of academic affairs and had been the director of the college's former Center for Socio-Legal Studies, now known as the Center for Interdisciplinary Law and Policy Studies. A specialist in rules of evidence, Snyder is the co-author, along with Paul C. Giannelli, Weatherhead Professor of Law at CWRU, of *Ohio Evidence* and the *Ohio Rules of Evidence Handbook*. She is a member of the American Law Institute. She sits on the boards of directors of KeyCorp and BioEnterprise, and she is a member of the State of Ohio's Third Frontier Advisory Board.

William A. Baeslack III, *Provost and Executive Vice President*

B.S., The Ohio State University
M.S., The Ohio State University
Ph.D., Rensselaer Polytechnic Institute

William A. “Bud” Baeslack III became provost, the University’s chief academic officer, October 1, 2008. Baeslack came to the University from The Ohio State University, where he had been dean of the College of Engineering and Executive Dean of the Professional Colleges since 2004. Previously, he was dean of engineering at Rensselaer Polytechnic Institute. Baeslack began his academic career as an assistant professor at Ohio State in 1982. He is internationally recognized for his research on the materials science and engineering aspects of joining advanced aerospace materials, including titanium, aluminum and nickel-base alloys, intermetallics and metal-matrix composites. He is a Fellow of ASM International, The Welding Institute and the American Welding Society.

John F. Sideras, *Senior Vice President for Finance and Chief Financial Officer*

B.S., John Carroll University
M.B.A., University of Colorado

John F. Sideras was named the Interim Senior Vice President for Finance and Chief Financial Officer of the University on May 1, 2008 and Senior Vice President for Finance and Chief Financial Officer of the University in February, 2009. Prior to joining the University, Sideras was President/Chief Executive Officer (2004-2008) and Senior Vice President/Chief Financial Officer (1998-2003) of The MetroHealth System (Cleveland, Ohio). He previously held a variety of finance-related positions with The Cleveland Clinic Foundation, University Hospitals of Cleveland, St. John West Shore Hospital, and St. Luke's Medical Center. Sideras is a certified public accountant.

John D. Wheeler, *Senior Vice President for Administration*

B.S., Allegheny College
J.D., Case Western Reserve University

John D. Wheeler became Senior Vice President for Administration for the University on May 1, 2008. He assumed this position after spending three years as the University’s Vice President for Cleveland and Regional Affairs, where he worked to strengthen relationships with government agencies and community organizations throughout Northeast Ohio. After earning his law degree from the University in 1964, Wheeler joined the law firm of Calfee, Halter & Griswold. He became managing partner in 1992 and retired from the firm in 2003.

Elizabeth J. Keefer, *General Counsel and Secretary*

B.A., Barnard College
J.D., George Washington University

Elizabeth Keefer became General Counsel on October 3, 2011. Immediately prior to coming to the university, she was senior vice president at TMG Strategies (now McGinn and Company). Previously, she was General Counsel at Columbia University for over a decade. Earlier in her career, Keefer was General Counsel at technology company Teledyne and a partner in the international law firm of Hughes, Hubbard & Reed. Keefer is a Commissioner for the Women’s Refugee Commission, an advocacy group that works to improve the lives and defend the rights of refugee and internally displaced women and children, and sits on the Board of Directors of The MITRE Corporation, a not-for-profit systems engineering and advanced technology organization that works exclusively in support of the U.S. government on critical technology and modernization issues.

Richard W. Bischoff, *Vice President for Enrollment*

B.A., Macalester College
M.B.A., University of Minnesota

Richard W. Bischoff joined the University as Vice President for Enrollment Management in November of 2009. He previously served as the Director of Admissions at the California Institute of Technology (Caltech), in Pasadena, California from July of 2004 through October of 2009. He also has served as an Associate Director of Admissions at Macalester College, his alma mater, in Saint Paul, Minnesota where he began his admissions career and as an Associate Director of Admissions/Director of Recruitment Strategy at the University of Chicago. He is a frequent conference speaker on technology in admissions and is often invited by high schools across the country to speak on the college search, admissions process and essay writing.

Special Programs for Undergraduate Students

CWRU has many special programs of study for undergraduates, including:

Seminar Approach to General Education and Scholarship (SAGES): SAGES is an innovative undergraduate curriculum designed to establish the foundations for academic inquiry by emphasizing critical reading, analytical thinking, and effective written and oral communication. The program features small seminars, intensive advising, a writing portfolio, and a senior capstone experience. The SAGES curriculum has been required for all freshmen since fall 2005.

Pre-Professional Scholars Programs and the Six-Year Dental Program: These programs grant to a few outstanding freshman applicants conditional commitments of admission to the professional schools of dental medicine, law, medicine and social work at CWRU.

Early Decision for Admission to the School of Law: This program grants a conditional commitment of admission to the School of Law to outstanding students at CWRU who have completed two years of undergraduate study and taken the Law School Admission Test.

Senior Year in Professional Studies at CWRU: Students of superior ability and attainment who are candidates for a B.A. degree and are admitted during their junior year to professional studies in dental medicine, medicine, nursing or social work at CWRU are offered an opportunity to shorten their entire course of studies by one year by substituting work in the first year of professional school for their final undergraduate year.

Integrated Bachelor's/Master's Programs: Candidates for the B.A. degree may be admitted to graduate study for their senior year and pursue simultaneous completion of requirements for both the bachelor's and master's degrees. Candidates for the B.S. degree in engineering, computer science, mathematics, natural sciences, or statistics may begin study toward the master's degree while still an undergraduate, counting up to nine hours of graduate credit toward both degrees. Students who are candidates for the B.S. in accountancy may also begin graduate coursework leading to the Master of Accountancy degree while still enrolled as undergraduates.

International Exchange Programs: Qualified students may participate in Junior Year Abroad or other international exchange programs through established foreign universities or approved foreign study programs offered through accredited American universities. CWRU participates in the Global Engineering Education Exchange (GE3), an international exchange program administered by the Institute for Engineering Education. CWRU also has bilateral exchange agreements with universities in Australia, France, Germany, Singapore, Spain, Turkey, and the United Kingdom. For students seeking an international experience but unable to commit to a semester- or year-long program, the university offers

short-term experiences led by CWRU faculty. These are generally between one and six weeks in duration and take place during winter break, spring break, or over the summer.

Washington Center Program: Qualified students may earn a semester's credit for satisfactory completion of work with source materials and at federal government institutions.

Co-Operative Education Program: Cooperative education offers students pursuing degrees in engineering, science, management and accounting the opportunity to alternate classroom studies with full-time employment consistent with their major fields of study.

College Scholars Program: CSP is a two-year honors program that explores the connections between interdisciplinary learning and leadership both on the CWRU campus and in the larger community. Students typically apply for the program in the spring of the first year; approximately 20 are accepted each year. Students selected as College Scholars move as a cohort through the program. Each year's class emphasizes a different set of experiences, including the design and presentation of a senior capstone project.

Teacher Licensure: CWRU offers preparation for teacher licensure in art education and music education for grades Pre-K through 12 at the undergraduate and graduate levels. CWRU also offers preparation for Adolescence/Young Adult Teacher Licensure (grades 7-12) in biology, chemistry, English, history, mathematics and physics through a joint program with John Carroll University. Multi-age licensure is available in French, Spanish, and Latin.

Affiliations

In 2006, the University's School of Medicine ("SOM") and University Hospitals of Cleveland ("UHC") entered into an agreement to strengthen their existing affiliation and to facilitate future collaboration. This agreement defines a primary affiliation between the University and UHC. According to the agreement, UHC has primary responsibility for clinical programs, including hospital operations, faculty practice operations, and clinical practice budgets of each clinical department. SOM oversees all undergraduate medical education (*i.e.*, education of students working toward M.D. degrees) and research programs. Although both institutions remain independent of each other from operational, legal, and policy perspectives, the affiliation agreement created the Case Medical Center ("CMC"), a virtual entity comprising both institutions. It encompasses clinical, research, and teaching activities and provides the resources and environment that allow the terms of the affiliation agreement to be carried out. An Oversight Committee, whose members are drawn from trustees and administrators of SOM and UHC, governs the CMC.

CWRU is also affiliated with the Cleveland Clinic and has formed the Cleveland Clinic Lerner College of Medicine ("CCLCM") as a medical college associated with CWRU's School of Medicine. The Cleveland Clinic and CWRU cooperate in the running of the CCLCM and on research, and have other affiliation agreements in which CWRU students conduct clinical experiments at the Cleveland Clinic.

Research at CWRU

CWRU is classified by the Carnegie Foundation for the Advancement of Teaching as a Research University (very high research activity). This classification is based on a formula that includes both aggregate and per-capita measures of research activity, including research and development expenditures and the number of doctorates awarded.

For Fiscal Year 2010, the most recent period for which complete information is available, CWRU ranked 29th among all institutions in the country (16th among private institutions) in federally financed expenditures for research and development.

CWRU's total research and training revenues (including indirect cost recovery) over the last five Fiscal Years are shown below. These revenues include research and training revenues of CCLCM.

<u>Fiscal Year</u>	<u>Revenues</u>
2012	\$443,804,000
2011	448,749,000
2010	425,180,000
2009	428,082,000
2008	406,558,000

In Fiscal Year 2012, research accounted for approximately 50% of CWRU's operating revenues. Major sources of this support were the National Science Foundation for research in the physical sciences, social sciences and engineering, and the National Institutes of Health for support of biological and biomedical research.

While all of CWRU's schools carry out contract research supported by federal agencies, foundations and business firms, the School of Medicine and the Case School of Engineering are the two major centers of supported scientific research.

CWRU participates in a number of partnerships, with both government agencies and private firms, to promote economic development based on technology originating on the campus, including several technology centers affiliated with the State of Ohio's Thomas Edison Program and Third Frontier initiative. CWRU has made significant investments in its technology transfer infrastructure over the past decade, with creation of a central office to analyze new invention disclosures, estimate market size for inventions with commercial potential, identify potential licensees, and negotiate licenses. In addition, CWRU has started a pre-seed stage venture capital fund, Case Technology Ventures, to be used to advance promising commercial ideas.

Accreditation and Recognition

CWRU is a member of the Association of American Universities, and is fully accredited by the Higher Learning Commission of the North Central Association of Colleges and Schools. In addition, several of its programs are fully accredited by nationally recognized professional accrediting associations, including:

- AACSB International – The Association to Advance Collegiate Schools of Business
(business, accounting)
- Accreditation Board for Engineering and Technology
(engineering, computer science)
- Accreditation Council for Cooperative Education
(cooperative education programs)
- American Bar Association
(law)
- American Board of Genetic Counseling
(genetic counseling)
- American Chemical Society
(chemistry)

American Council of Nurse-Midwives
 (nurse midwifery)
 American Dental Association
 (dental medicine)
 American Medical Association and Association of American Medical Colleges, Liaison
 Committee on Medical Education
 (medicine)
 American Psychological Association
 (clinical psychology)
 American Speech-Language-Hearing Association
 (speech pathology)
 Association of American Law Schools
 (law)
 Commission on Accreditation for Dietetics Education, American Dietetic Association
 (didactic program in dietetics, dietetic internship)
 Commission on Accreditation of Allied Health Education Programs
 (anesthesiology assistant)
 Council on Accreditation of Nurse Anesthesia Education Programs
 (nurse anesthesia)
 Council on Education for Public Health
 (public health)
 Council on Social Work Education
 (applied social sciences)
 National Association of Schools of Music
 (music)
 National League for Nursing
 (nursing)
 Ohio Department of Education, Division of Teacher Education and Licensure
 (art education and music education)
 Teacher Education Accreditation Council
 (art education and music education)

CWRU is chartered as an educational institution under the laws of the State of Ohio and holds a Certificate of Authorization from the Ohio Board of Regents.

Faculty

CWRU, excluding the School of Medicine and Department of Physical Education, has a full-time faculty of 674, of whom 386 (57%) have tenure. Of the full-time faculty members, approximately 92% hold the Ph.D. degree or the highest degree appropriate to their teaching assignment. The full-time faculty is augmented by more than 200 visiting faculty, lecturers, and adjunct faculty. The School of Medicine has more than 2,200 full-time faculty members, and a comparable number of clinical (voluntary) faculty. Of this full-time faculty, approximately 11% have tenure, and almost all have Ph.D. or M.D. degrees, or both.

CWRU believes that it is competitive on average faculty compensation as reflected by data from the American Association of University Professors (AAUP) for its type of institution. In Fiscal Year 2012, average salaries for the ranks of professor, assistant professor, and instructor were between the 60th and 80th percentiles for doctoral institutions, and the average salary for the rank of associate professor was between the 40th and 60th percentiles.

Employees

As of June 30, 2012, CWRU had 4,340 full-time and part-time benefits eligible employees, including faculty. There has never been a work stoppage by employees. CWRU believes that its employee relations are good. CWRU has one collective bargaining unit that represents six employees.

Pension Plans

CWRU's faculty and employees are covered by one of two pension plans.

Faculty and senior administrative staff, representing about 42% of the total pension participants, are covered by a defined contribution plan. There are two funding vehicles for this plan: individually owned annuity contracts purchased from Teachers Insurance and Annuity Association and College Retirement Equities Funds; and a "Section 403(b)(7)" plan through the Vanguard Fund. Contributions to these plans are made on a current basis according to a defined formula. Each employee is vested immediately.

Remaining staff employees are covered under a defined benefit plan administered by Milliman, Inc. with TIAA-CREF serving as plan trustee. Employees become vested in plan benefits after three years of service. For Fiscal Years 2012 and 2011 the University contributed \$21,112,949 and \$4,415,575, respectively, to the plan.

Additionally, participants in the defined benefit plan are eligible to participate in a voluntary supplemental retirement plan, a 403(b) cash contribution plan, where CWRU provides a 50% match on employee contributions, up to 4% of pay. The same investment vehicles available for the faculty plan are also available for this plan. The participation rate of eligible employees is 59% in the voluntary, supplemental plan. Each participating employee is vested immediately in the matching contributions.

CWRU's pension costs for both pension plans and the supplemental plan for Fiscal Year 2012 totaled \$25.6 million.

Membership in Athletic Associations

CWRU is a member of National Collegiate Athletic Association (NCAA Division III) and is a founding member of the University Athletic Association (the "UAA"), a group of independent, research-oriented universities that do not offer athletic scholarships. Other members of the UAA are Brandeis University, Carnegie Mellon University, University of Chicago, Emory University, New York University, University of Rochester and Washington University in St. Louis. CWRU's teams compete in various sports such as football, basketball and swimming. No funds are generated from these competitions to the member institutions from advertising or promotion.

Enrollment

The total of full-time and part-time students is 10,026 (of which approximately 56% are graduate and professional students and approximately 44% are undergraduate students) for Fall 2012, with an additional 318 students from the Cleveland Institute of Music enrolled at CWRU through the joint music program.

CWRU's students come primarily from the United States, although CWRU has students from over 90 other countries, with more than 100 students each coming from India, China, and South Korea. CWRU has students from all 50 states and the District of Columbia, but the states of Ohio, Pennsylvania, New York, Michigan, California, Illinois, Maryland, New Jersey, Texas and Massachusetts account for

most of CWRU's American students. In the undergraduate programs, approximately 37% of CWRU's students are from Ohio.

The fall full-time equivalent ("FTE") student enrollments by major program jurisdiction are shown below for the past five academic years.

	<u>FTE STUDENTS</u>				
	<u>2012-13</u>	<u>2011-12</u>	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09¹</u>
Undergraduate	4,302	3,935	4,132	4,139	4,259
Graduate	1,972	1,883	1,792	1,817	1,767
Professional:					
Dental Medicine	362	357	364	359	351
Law	658	665	676	685	695
Management	595	548	597	591	548
Medicine	814	823	823	780	742
Nursing	305	317	289	256	286
Applied Social Sciences	<u>251</u>	<u>287</u>	<u>266</u>	<u>256</u>	<u>256</u>
Total	<u>9,259</u>	<u>8,815</u>	<u>8,939</u>	<u>8,883</u>	<u>8,904</u>

Throughout the past decade there has been strong interest in CWRU programs. The following information pertains to the classes entering in Summer and Fall 2012.

<u>Student Type</u>	<u>Applications Received</u>	<u>Admittance Granted</u>	<u>Admitted/ Applied</u>	<u>Enrolled</u>	<u>Enrolled/ Admitted</u>	<u>Test Scores</u>
Undergraduate	14,778	8,027	54%	1,372	17%	Note 1
Graduate	4,775	1,264	26%	623	49%	Note 2
Professional:						
Management	3,159	787	25%	326	41%	Note 3
Applied Social Sciences	325	220	68%	138	63%	Note 4
Law	1,754	981	56%	244	25%	Note 5
Dental Medicine	3,429	245	7%	98	40%	Note 6
Nursing	345	162	47%	124	77%	Note 7
Medicine	6,913	548	8%	198	36%	Note 8

Notes:

1. Undergraduates: SAT scores for the middle 50% of the enrolled class for Fall 2012 were 600-720 Critical Reading, 660-760 Math, 600-700 Writing.
2. Graduate Studies: Reporting one average for all graduate programs would not be meaningful since scores vary widely among disciplines. In addition, not all departments require the GRE.
3. Management: The median GMAT score for students entering the full-time MBA program in Fall 2012 was 640.

¹ Definitions for classifying students as full- or part-time changed as of Fall 2008, and figures are not necessarily comparable with those from prior years.

4. Applied Social Sciences: Applicants to the M.S.S.A. program are not required to submit test scores unless their cumulative undergraduate grade point average is below 2.7.
5. Law: The median LSAT score for the class entering the J.D. program in Fall 2012 was 160.
6. Dental Medicine: There are two parts to the Dental Admission Test (DAT): for the class entering Fall 2012, the Academic average was 19.69 and the Perceptual Ability Test (PAT) average was 19.70.
7. Nursing (D.N.P., M.S.N.): Average scores are not calculated.
8. Medicine: The average Medical College Admission Test (MCAT) score for students entering Fall 2012 was Verbal 10.6, Biological Sciences 12.2, and Physical Sciences 12.1.

The number of undergraduate applicants has increased significantly in recent years. A history of undergraduate applicants is reported below, along with a measure of their academic strength.

<u>Academic Year</u>	<u>Applications Received</u>	<u>Admitted Applications</u>	<u>Freshmen Enrolled</u>	<u>Combined SATCR-M Scores of the Middle 50% of Enrolled Freshmen</u>
2012-13	14,778	8,027	1,372	1280-1450
2011-12	13,547	6,944	902	1260-1410
2010-11	9,474	6,318	1,021	1270-1430
2009-10	7,998	5,598	966	1250-1410
2008-09	7,351	5,390	1,026	1230-1400

CWRU annually awards degrees at the baccalaureate, master and doctoral level, as shown below for the last five academic years.

<u>Academic Year</u>	<u>Baccalaureate</u>	<u>Master</u>	<u>M.D. & D.M.D. D.N.P. & J.D. & D.Mgt.</u>	<u>Ph.D.</u>
2011-12	919	1,101	476	182
2010-11	1,038	944	527	203
2009-10	978	989	570	211
2008-09	958	964	550	200
2007-08	793	951	513	205

The number of high school graduates nationwide increased in recent years through academic year 2008 and is expected to decline for several years until it begins to increase again in 2016. Competition among colleges and universities for the top students is expected to remain intense. Although CWRU believes that stable demand for its educational programs will continue, no assurance can be given that it will do so. A material decrease in CWRU's enrollment could adversely affect CWRU's consolidated financial position.

Tuition and Fees

The following sets forth the tuition (including health fees) charged by CWRU to entering students for each of the most recent five academic years (including the current year):

	<u>2012-13</u>	<u>2011-12</u>	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>
Tuition:					
Medical	\$ 51,450	\$49,570	\$ 47,730	\$ 45,930	\$ 43,500
Dental	56,400	54,100	52,020	49,780	47,530
Management	49,725 ¹	42,500	39,960	37,000	35,333
Law	44,500	42,450	40,450	38,575	36,150
Applied Social Sciences	37,120	35,690	34,320	33,000	31,300
Graduate Studies	37,120	35,690	34,320	33,000	31,000
Nursing	40,350	38,760	36,520	34,950	33,500
Undergraduate	40,120	38,760	37,300	35,900	34,450

¹ The Weatherhead School of Management no longer has a flat tuition rate for the MBA, MSM, M Acc, or DM (Doctor of Management) programs. Students in the full-time MBA program pay \$1,275 per credit hour. The recommended program of study in the first year is 18 hours in fall and 21 in spring, for an academic year total of \$49,725. The prior-year rate covered 12-20 hours in fall, 12-18 in spring.

CWRU's total tuition revenue, including admission fees and laboratory fees, for each of the five most recent Fiscal Years is set forth below:

<u>Fiscal Year</u>	<u>Total Tuition Revenue</u>
2012	\$317,861,000
2011	309,499,000
2010	293,124,000
2009	279,765,000
2008	267,554,000

For Fiscal Year 2012, CWRU met approximately 40% of the costs of its educational and general expenses through tuition.

The following sets forth the room and board and activity fees charged by CWRU to entering students for each of the most recent five academic years (including the current year):

	<u>2012-13</u>	<u>2011-12</u>	<u>2010-11</u>	<u>2009-10</u>	<u>2008-09</u>
Room & Board	\$12,436	\$11,938	\$11,400	\$10,890	\$10,450
Activity Fee					
Undergraduate	320	310	298	288	276

The room and board total includes the rate for a double room. A \$400 technology fee was charged to all students in 2008-09 and is included in tuition effective in 2009-10.

Student housing, food service and health service operations are self-sustaining auxiliary enterprises.

CWRU has a two-year residency requirement. First- and second-year students who do not live with their parents must live in a CWRU residence hall or a CWRU-recognized fraternity or sorority. Accommodations include single and double rooms as well as apartment-style housing. The rates included in the table above are for double rooms. In Fall 2012, 3,537 of the 3,703 available beds in residence halls and university-owned Greek housing were occupied, for an occupancy rate of 96%. Average occupancy of available beds has been in the 90-95% range for the last five years.

CWRU currently does not offer on-campus housing for graduate and professional students, but the campus master plan includes housing options designed specifically for graduate and professional students and their families in the upcoming years.

All undergraduate students living in CWRU residence halls (excluding apartment-style housing) are required to participate in one of the meal plans offered by CWRU. Graduate and professional students may participate in CWRU meal plans if they desire. The room and board rates in the table above include a 19-meal per week plan plus 75 “Case Cash” dollars per semester for academic year 2012-13.

All students registered for at least one credit hour are required to participate in a plan that entitles the student to use the University Health Service and to receive coverage under the Student Medical Plan. A student is charged a medical plan fee in addition to tuition and other fees unless the student shows proof of coverage by a comparable insurance plan.

The student activity fee is used to support undergraduate student organizations and activities of a social and recreational nature.

CWRU reserves the right to make changes in the charges at the beginning of any semester by publication of the new rates for tuition and the activity fee at least three months in advance. Although CWRU believes that it would be able to raise tuition and fees without adversely affecting its future enrollment, there can be no assurance that it will be able to do so. Future economic and other conditions may affect CWRU's ability to increase its tuition and fees.

Financial Aid

During Fiscal Year 2012, CWRU provided \$118.2 million in student aid to CWRU students to help support educational costs. Approximately 31.8% of this support was from restricted sources, including the State, the federal government, gifts and scholarship endowment income. CWRU committed unrestricted operating funds to make up the balance.

In addition to grant assistance provided for Fiscal Year 2012, CWRU provided, arranged for or assisted students in obtaining loans of \$123.2 million of which \$112.6 million came from federal or state sources. Undergraduate, graduate and professional students also were provided work opportunities throughout CWRU and earned \$27.1 million.

There is no assurance that the current level of state and federal support for student financial aid will be maintained in future years. This support comes to CWRU in three forms -- grants to students based upon need, research and training support and access to loan funds. Federal and state grant funds are limited in the most part to undergraduates. Any reduction in these funds would be offset by other institutional funds and/or external private funds. Research and training support for graduate and professional students continues to be strong and proposed changes by federal sources are generally known and planned for prior to the affected year.

Budgeting and Financial Management

Academic programming and planning, budgeting and financial management are conducted within a decentralized structure of nine management centers. These include the College of Arts and Sciences, the School of Engineering, CWRU's six professional schools and University General.

Financial planning begins in the fall each year with a review of institutional and school priorities. During this period, program priorities of the schools and the university are evaluated in context with financial assumptions about tuition rates, inflation, endowment yields and related issues.

The formal budgeting process for each Fiscal Year begins in the previous winter. The Budget Office, working with senior administrative officers and management center deans, makes estimates of enrollment and major income and expense categories. Recommended tuition and room and board rates are developed, reviewed with the Faculty Senate Budget Committee and then recommended for approval by the Board's Finance Committee and then by the Executive Committee in February. Other CWRU guidelines are developed centrally, including salary increases, fringe benefit rates and spendable endowment income. These guidelines are transmitted to the deans and administrative officers who prepare detailed budgets for their areas of responsibility. These are collected, reviewed and consolidated into a University budget by the Budget Office, reviewed by the senior administrative officers and the Faculty Senate Budget Committee, revised where necessary, and submitted for approval to the Board's Finance Committee and the Board at its June meeting.

General fiscal control is exercised on a daily basis through the Controller. At the end of each quarter, each dean and each responsible administrative officer prepares a budget forecast. These forecasts are reviewed by the Budget Office and reviewed with administrative officers. Corrective action is taken with each dean or responsible administrator as may be appropriate to ensure that CWRU operates within budget limits and/or available income. CWRU administrators report quarterly to the Board on the status of performance against budget.

Unrestricted, Temporarily Restricted and Permanently Restricted Net Assets

In accordance with the net asset reporting requirements of Accounting Standards Codification ("ASC"), unrestricted, temporarily restricted and permanently restricted net assets totaled \$146.7 million, \$794.0 million and \$883.9 million, respectively.

Gifts, Grants and Bequests

During Fiscal Year 2012, CWRU received \$62.2 million in new gifts and pledge commitments. Gifts and pledges were received to support a number of specified purposes, including scholarships, minority scholarships, professorships, fellowships, the College of Arts and Sciences, School of Medicine, Great Lakes Institute for Energy Innovation at the Case School of Engineering, the Mt. Sinai Skills and Simulation Center at the medical school, and the university center.

In addition, during Fiscal Year 2012, CWRU was awarded \$345.4 million in research, training and career grants from various funding sources, principally the National Institutes of Health (\$216.1 million). Awards from industry totaled \$14.2 million, non-profit organizations contributed \$56.0 million, other federal agencies made grants of \$46.0 million, and state/other non-federal government sources totaled \$13.1 million. Figures include awards to the Cleveland Clinic Lerner College of Medicine of CWRU.

Investment Assets

The total market value of CWRU's Combined Investment assets as of June 30, 2012 was \$1,602.1 million. This includes Pooled Investments of \$1,254.8 million, funds held in trust by others of \$285.8 million and other investments of \$61.5 million. Of the total Combined Investments, \$1,223.9 were endowment assets.

The following table summarizes the market value of CWRU's Combined Investment and Pooled Investment assets (as of June 30) for the Fiscal Years 2008 through 2012 and the total return on Pooled Investment assets, including dividends, interest and realized and unrealized gains, for each of those Fiscal Years. The Pooled Investments includes the endowment funds actively managed by CWRU's Investment Office. The Combined Investments includes the Pooled Investments as well as other funds either managed by trustees unrelated to CWRU or invested by CWRU pursuant to agreements with donors or otherwise that specify the investments of those funds.

Fiscal Year	Market Value of Combined Investments	Market Value of Pooled Investments	Total Annual Return on Pooled Investments
2012	\$1,602,100,000	\$1,254,800,000	(1.58%)
2011	1,697,100,000	1,357,800,000	18.82
2010	1,481,500,000	1,146,600,000	7.19
2009	1,484,000,000	1,141,100,000	(19.01)
2008	1,908,000,000	1,419,600,000	0.59

Spending Policy Relating to Endowment and Other Assets

Distributions from the University's endowment assets and certain other specified assets (collectively the "Combined Investments") are governed by spending policies. Different categories of assets are governed by different policies. These categories generally are endowment funds, funds held in trust by others, other endowment assets and certain other funds of the University. Distributions from endowment funds constituting the Pooled Investments, which represent approximately 78% of the Combined Investments and are managed by the University, are governed by a hybrid spending formula that contains a constant growth component (defined as last year's spending inflated by the Higher Education Price Index and weighted at 50%) and a market value-based component (defined as 5% of the three-year average market value and also weighted at 50%). Distributions from funds held in trust by others (which represent approximately 17.8% of the Combined Investments) are in most cases capped at 5% of annual market value, and the amounts distributed are not determined by the University but by the custodians. Other endowment investments (which represent approximately 2% of the Combined Investments) are governed by a variety of market-value-based spending policies established primarily by the donors. The remainder of Combined Investments consist of funds designated by the University and distributions are governed by policies established from time to time by the University. Further, due to various donor restrictions on how endowments may be spent, all endowment distributions are not necessarily used in the year that they are distributed. Such unused distributions are carried in designated operating funds until such time that the restrictions are met.

The table below presents distributions and amounts used from the Combined Investments as a percentage of the beginning market value (BMV) of Combined Investments for each of the Fiscal Years indicated. Such amounts include the distribution or spending of monies from the various categories of funds included in Combined Investments.

<u>Fiscal Year</u>	<u>Combined Investment Distributions</u>		<u>Combined Investment Amounts Used</u>	
	<u>(millions)</u>	<u>% of BMV</u>	<u>(millions)</u>	<u>% of BMV</u>
2012	\$77.4	4.56%	\$74.9	4.41%
2011	77.7	5.24	72.4	4.89
2010	82.7	5.57	77.2	5.20
2009	84.6	4.43	75.8	3.97
2008	80.4	4.17	71.6	3.72

The University launched a development campaign in Fiscal Year 2009. Beginning in Fiscal Year 2010, the Board annually has authorized an additional distribution from the Pooled Investments as a campaign support fee. For Fiscal Year 2013 the Board has authorized a distribution of \$7.2 million, none of which has been withdrawn. The amounts withdrawn pursuant to such Board authorizations for prior years are:

<u>Fiscal Year</u>	<u>Distribution</u>
2012	\$7,900,000
2011	7,900,000
2010	7,869,000

The Board and the administration intend to review the amount of the campaign fee annually for the duration of the campaign, with the expectation that it will gradually decline. It is expected that the reduced dollars provided by the Pooled Investments will be replaced by funds provided from the operating budget.

Outstanding Indebtedness

The University has previously incurred debt, including bonds issued by the Ohio Higher Education Facility Commission (the "Commission"), for the purposes of financing various facilities and for refunding bonds or other evidences of indebtedness issued for those purposes. The University has never failed to pay punctually and in full all amounts due for principal and interest on any indebtedness.

The outstanding principal amount of bonds, including commercial paper, issued by the Commission for the University totals \$524,003,000 at September 30, 2012 and consists of the following:

	Year Issued	Original Amount Issued	Principal Amount Outstanding	Final Maturity
Series 1988 Bonds	1988	\$5,557,000	\$12,573,000	2013
Series 1990 Bonds	1990	21,530,000	11,650,000	2020
Series 1994 Bonds	1994	20,000,000	20,000,000	2018
Series 1997 Bonds	1997	69,988,000	3,555,000	2014
Series 2001 Bonds	2001	19,600,000	12,200,000	2022
Series 2002 A Bonds	2002	64,875,000	64,875,000	2031
Series 2004 A Bonds	2004	107,950,000	75,670,000	2034
Series 2006 Bonds	2006	82,490,000	82,490,000	2044
Series 2008 A Bonds	2008	60,000,000	60,000,000	2044
Series 2008 B Bonds	2008	67,500,000	67,500,000	2044
Series 2008 C Bonds	2008	50,490,000	50,490,000	2033
Commercial Paper	2000	43,000,000	43,000,000	2030
Commercial Paper	2002	20,000,000	20,000,000	2030

The University also has other outstanding debt, including U.S. Government Housing Bonds, Housing and Urban Development Mortgage Notes, and Other Notes Payable, outstanding at September 30, 2012 in aggregate principal amount of \$19,026,000.

The University has entered into capital leases and operating leases and may enter into additional arrangements. The outstanding amount under the capital lease arrangements was \$5,278,000 at September 30, 2012.

Interest Rate Hedges

The University is a party to several interest rate swap transaction. Those swaps are listed in Note 12 to the financial statements of the University as of June 30, 2012, and for the year then ended, appended to this Offering Circular as Appendix B. The aggregate termination value of those swap transactions as of November 19, 2012 is (\$37,057,507).

APPENDIX B

CASE WESTERN RESERVE UNIVERSITY FINANCIAL STATEMENTS

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FINANCIAL REPORT

2012



CASE WESTERN RESERVE
UNIVERSITY

EST. 1826



Discussion of Financial Results (unaudited)	1
Select Financial Data (unaudited)	7
Report of Independent Auditors	8
Consolidated Statements of Financial Position	9
Consolidated Statement of Activities	10
Consolidated Statements of Cash Flows	11
Notes to Financial Statements	12

DISCUSSION OF FINANCIAL RESULTS

Case Western Reserve University continued to build on the solid financial resource base during fiscal year 2012 ("FY12"). The University's net operating activities were positive, working capital initiatives successful, and philanthropic efforts reached new and historic levels.

The FY12 financial plan again centered on enhancing core operating performance, increasing working capital resources, and growing momentum throughout a comprehensive capital campaign. The results were a \$36 million or 4% operating margin, a \$28 million increase in working capital, and a new record for annual attainment of \$138 million. Capital expenditures continue to reflect targeted investments, supplemented by philanthropy. There are no current plans for additional debt.

Below are additional comments related to the University's operations and financial results.

FY12 FINANCIAL HIGHLIGHTS

Solid core operating performance

The University's stewardship of resources produced net operating income of \$36 million, a 4% operating margin. A proactive financial management plan reflected a balanced budget in FY12 with a planned \$2 million surplus. Actual results of a \$6.4 million surplus reflect

revenue diversity in a wide array of academic programs attracting high quality students to a leading research university. Both net operating activity and operating surpluses have been positive in all of the last five years, as well as outperforming annual budgets. Management is committed to continuing sustainable operating improvements.

Increased working capital resources

The University implemented several strategic initiatives to enhance working capital. Working capital from operating, financing, and investing activities all increased in FY12, improving liquidity by \$28 million over FY11. This increase was during a period of two extraordinary cash outlays to fund pension obligations and increased interest rate swap collateral requirements totaling over \$40 million.

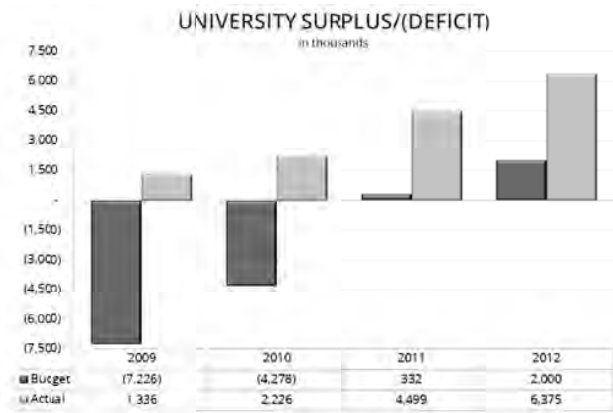
Record-breaking capital campaign

The University benefitted from the generous support of its donors. During FY12, the University announced a capital campaign with a \$1 billion goal. The attainment achieved in FY12 totaled \$138 million, an historic level and represents a 10% increase over the previous record-setting year of FY11. The University received gifts from over 17,000 donors, totaling \$92 million as reported on a cash basis. Realized gifts and pledges of \$62 million are reported in the financial statements on an accrual basis.

STATEMENT OF OPERATIONS

The University manages its daily operations using a *Statement of Operations* which is prepared on a modified cash basis and presented by natural account class; it is unaudited. The *Statement of Operations* measures and reports the management center-based activities of the organization. It excludes non-operating transactions, depreciation expense, differs in its treatment of capital, and excludes most restricted funds transactions (e.g. restricted gift revenue).

The University produced an operating surplus of \$6.4 million in FY12, compared to a budget of \$2.0 million and a \$4.5 million surplus in FY11.

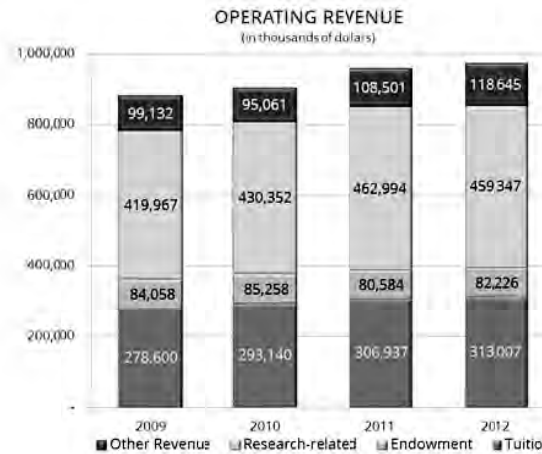


The FY12 operating results were achieved without use of a Board-designated contingency fund of \$8.2 million which is retained for use in subsequent years.

The operating surplus has increased in absolute dollars in each of the last five years. In addition, the surplus has exceeded plan in each year as well.

MANAGEMENT CENTER OPERATING REVENUES

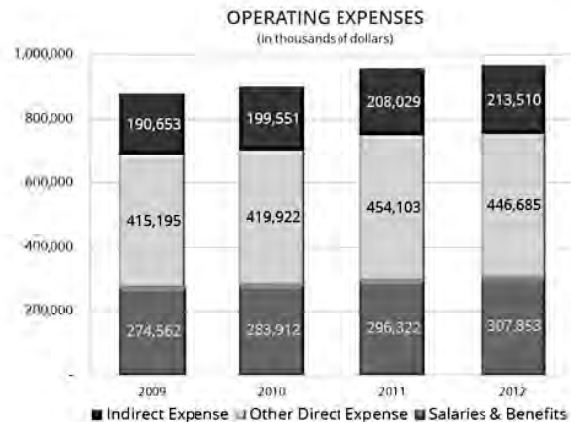
Operating revenues are classified in four categories: tuition, endowment, research-related, and other. The University reported \$973 million in revenue, a \$14 million or 1% increase from FY11.



All categories with the exception of research-related increased over FY11. Research-related declined slightly due to the end of federal stimulus funding made available through the American Recovery and Reinvestment Act of 2009.

MANAGEMENT CENTER OPERATING EXPENSES

Operating expenses were \$968 million, a \$10 million or 1% increase from FY11. Functional expenses are classified as salaries and benefits, other direct, and indirect expenses.



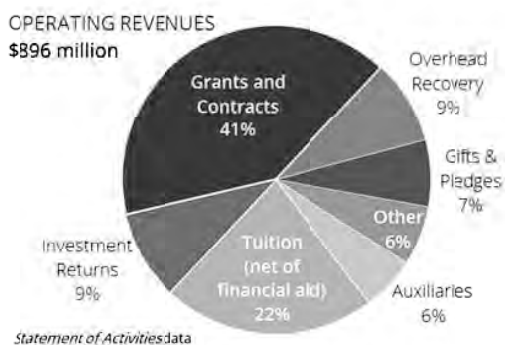
Salaries and benefits and indirect expenses increased due to inflationary increases, largely salary-related. Other direct expenses of \$447 million declined \$7 million or 2% due to the related decline in research activity mentioned previously, and due to operating efficiencies.

CONSOLIDATED STATEMENT OF ACTIVITIES

The *Statement of Activities* includes consolidated results from operating and non-operating activities of the University to produce change in net assets. In FY12, operating activity contributed \$36 million to net assets.

OPERATING REVENUES

Total operating revenues were \$896 million, a \$24 million or 3% drop from FY11. The components of the University's revenues are shown below; additional detail of operating revenue follows.



Tuition Income

Gross tuition income of \$318 million, including fees and undergraduate, graduate, summer, and professional tuition, increased \$8 million or 3% over FY11. Gross tuition income is offset in part by financial aid awarded; the financial aid offset for FY12 was \$118 million, resulting in net tuition of \$200 million or 22% of operating revenues.

The net tuition income of \$200 million increased \$12 million or 6% over FY11, with increased revenues realized in graduate and summer programs.

Investment Returns

Investment Returns included \$61 million in returns distributed from the long-term investment pool, \$10 million in returns on operating investments, and \$13 million in distributions from funds held by others (FHBO) for endowment spending. Investment returns in operations, which represent 9% of operating revenue, totaled \$84 million, a decrease of \$21 million or 20% from FY11.

The majority of the decline was from returns on operating investments, which were down \$23 million from FY11. This decrease was offset in part by a 6% or \$1 million increase in returns from FHBO and \$1 million increase in long-term investment returns distributed for operations.

Grants and contracts

Grant and contract revenue includes both awards for Case Western Reserve University and also its affiliates, most notably the Cleveland Clinic Lerner College of Medicine ("CCLCM").

Grants and contracts received for research and training purposes of \$364 million, including \$98 million in CCLCM awards, decreased \$5 million or less than 2% from FY11. The total represents 41% of University operating revenue. The decrease corresponds with research operating expenses.

Overhead cost recovery

The facilities and administrative cost recovery applicable to federally sponsored projects and all other sponsored activity was \$80 million in FY12 with no change from FY11. Overhead recovery constituted 9% of operating revenue.

Gifts & Pledges

Gifts & Pledges income of \$62 million was down \$16 million or 20% from historic FY11 levels due to a number of one-time gifts being realized in FY11. As compared to FY10, however, Gifts & Pledges income, 7% of operating revenues, was up \$7 million.

Other Revenue

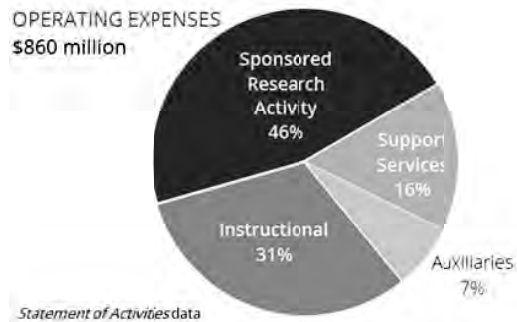
Other revenue of \$55 million, an increase of nearly \$5 million or 9% over FY11, constituted 6% of revenue. Other revenue was provided by the State of Ohio appropriation, Organized activities, and Other sources.

Auxiliaries

Auxiliary services income of \$51 million, which was 6% of operating revenues, increased \$2 million or 3% over FY11. Auxiliary income is categorized as either "Student," which is largely Housing, Food, and Health Services, totaling \$40 million, or "Other," including Rental Properties and Parking, totaling \$11 million for FY12.

OPERATING EXPENSES

Total expenses of \$860 million increased \$6 million or less than 1% over FY11. The components of the University's expenses are shown; additional detail of operating expenses follows.



Instructional costs of \$270 million, which comprise 31% of operating expenses, increased by \$9 million or 3% over FY11. Included in direct instructional costs are faculty and staff salaries and benefits, including a merit increase pool for faculty and staff of 2% over FY11.

Sponsored Research Activity of \$395 million, representing 46% of operating expenses, increased by \$372 thousand, less than 1% over FY11. Sponsored Research Activity includes sponsored research and training, other sponsored projects, and CCLCM research and training expenses.

Support Services costs of \$135 million, or 16% of operating expenses, including Library, Student Services, and University Services, increased \$883 thousand or less than 1% over FY11.

Auxiliaries expenses of \$59 million, which constitute 7% of operating expenses, decreased by \$3 million or 6% from FY11. The reduction in expenses, when coupled with the 3% increase in revenue, resulted in a net position of \$5 million better than FY11 for Auxiliaries.

NON-OPERATING ACTIVITIES

Non-operating activity decreased net assets \$185 million due to slightly negative investment returns and significant pension plan costs.

Long-term Investment Activities

Long-term investment activities realized \$10 million in investment gains and \$18 million in interest and dividends on \$1.5 billion in investment assets. These gains were more than offset by expenses of \$10 million and a year-end mark to market adjustment of \$34 million.

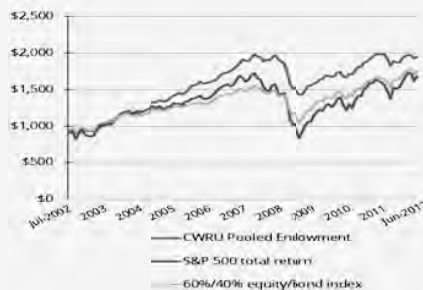
Other Non-Operating Activities

Other non-operating activities, including pension plan changes, changes in liabilities due under life-income agreements, and loss on disposal of plant assets, resulted in a \$63 million loss in net assets. Most significant

THE UNIVERSITY'S ENDOWMENT

Case Western Reserve University manages its endowment of generous donor contributions through employing active risk management strategies designed to protect and grow portfolio value in today's world of volatile markets. Like the University itself, the investment horizon is in essence perpetual, while investment, liquidity, and spending distribution policies are grounded in daily operational needs. These dual goals call for a balance of aggressiveness and caution, diligence and diversification. The pooled endowment ("the pool") asset allocation uses the risk management tool of diversification, each category distinguished by expected response to change in economic growth, inflation, and interest rates.

The overriding goal is to build a portfolio that does well on both an absolute and a relative basis in a variety of economic and inflationary environments – an approach known as outcome-driven investing. The success of this strategy can be seen in the value-added monthly performance of \$1,000 in the CWRU endowment pool as compared to the S&P 500 and a 60% S&P500/40% Barclays Aggregate bond index for a 10-year period ending June 30, 2012.



In addition to the pool, the University benefits from other endowed assets, mostly trusts and deferred gifts. These funds held by others are externally invested and managed. As of June 30, these other assets helped bring the University's total investments' market value to \$1.60 billion.

in this other non-operating activity was a \$56 million pension plan liability incurred from an historic 1.5% decline in the pension plan discount rate.

CHANGE IN NET ASSETS

The combined net operating activity of \$36 million and net non-operating activity of -\$185 million resulted in total net assets of \$1.825 billion, a decrease of \$149 million or 8%.

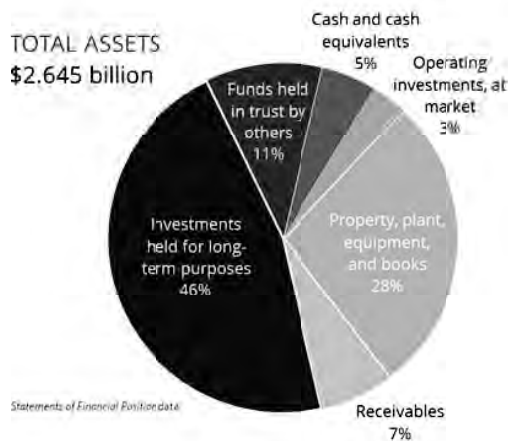
CHANGE IN NET ASSETS		
(in millions)	2012	2011
Beginning net assets	\$ 1,973,541	\$ 1,725,158
Increase/(decrease) in net assets	(148,892)	248,383
Ending net assets	\$ 1,824,649	\$ 1,973,541

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

The University's *Statements of Financial Position* reflect total assets of \$2.645 billion, primarily a sizable cash and investment balance of \$1.736 billion, the cash portion of which increased liquidity over FY11.

ASSETS

Total cash and investments of \$1.736 billion, including cash and cash equivalents, operating investments, long-term investments, and funds held by others, combined are 66% of University assets. Property, plant, equipment and books represent an additional \$731 million or 28% of assets. Total assets declined 3% or \$95 million over FY11 due to an investment mark-to-market adjustment at June 30, 2012.



Cash and Cash Equivalents

The University actively manages its working capital to maintain targeted levels of working capital in highly liquid assets to meet daily operating requirements. Working capital in excess of the liquidity target is retained in operating investments producing a higher investment return.

The University's cash position at June 30 was \$134 million, an increase of \$28 million or 26% over FY11. Cash equivalents include all highly liquid investments with original purchase maturity of 90 days or less and appropriated endowment income which may be spent on demand.

Operating Investments, at market

The University's operations were supported by \$87 million of operational investments in addition to cash and cash equivalents. These investments generally have a maturity of greater than 90 days but may be liquidated on demand.

Operating investments were up 12% or \$9 million over FY11 totals.

Receivables

Receivables include net accounts and loans receivable as well as net pledges receivable. In total, the University has \$172 million in receivables, 6% of assets. Receivables were down \$12 million or 7% from FY11.

Investments held for long-term purposes

Long-term investments of \$1.23 billion decreased \$92 million or 7% from FY11. Because the majority of the University's long-term investments are endowments or similar funds, the Board of Trustees' annually-designated endowment spending allocation had an impact of approximately \$70 million on long-term investments in FY12. This endowment spending was only partially offset by investment earnings of approximately \$13 million, and was coupled with a mark-to-market adjustment for unrealized gains of \$34 million.

Funds Held By Others

Funds held in trust by others of \$286 million decreased 4% or \$12 million from FY11.

Property, Plant, Equipment, and Books

Property, plant, equipment, and library books, net of depreciation, constitute 28% of the University's assets, totaling \$731 million for FY12. Net plant assets decreased \$15 million or 2% from FY11.

LIABILITIES

Total liabilities increased over FY11 to \$821 million, a \$54 million or 7% increase from FY11 totals.

Retirement Plans

The University provides both defined benefit and defined contribution pension plans for its faculty and staff. The pension plan discount rate for the defined benefit plan decreased from 6.0% to 4.5% in FY12. This decrease caused the University's accrued pension liability position to increase by \$41 million over FY11, to a total accrued pension liability of \$63 million in FY12.

Debt

Scheduled debt service payments made during FY12 decreased the liability on notes and bonds payable by \$10 million to \$560 million.

While there is no current plan for new debt, the University's Board of Trustees authorized in 2008 an increase in its commercial paper program to \$90 million, of which \$27 million has not yet been drawn. It is anticipated this balance will be used for bridge financing for strategic capital projects, specifically the new Tinkham Veale University Center.

NET ASSETS

Total net assets of the University declined in FY12 by \$149 million or 8% from FY11 to \$1.825 billion.

Unrestricted Net Assets

Unrestricted net assets of \$147 million decreased \$69 million from FY11. Net operating activity increased \$11 million, while net non-operating activity decreased \$80 million, for a net change of \$69 million. Valuation adjustments for both pension liability and investments account for the decrease.

Temporarily Restricted Net Assets

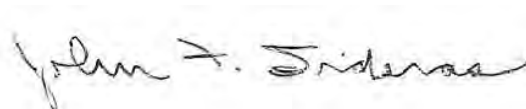
Temporarily restricted net assets decreased \$89 million to \$794 million. The University received \$37 million of new temporarily restricted gifts and pledges in FY12, which were offset by a year-end market valuation adjustment of \$31 million and \$61 million in assets released from restrictions.

Permanently Restricted Net Assets

Permanently restricted net assets increased \$9 million to \$884 million during FY12. The majority of the increase was due to the receipt of \$23 million in new gifts and pledges, which were partially offset by \$10 million in long-term investment activity losses and a change in liabilities due under life-income agreements of \$4 million.

PROSPECTIVE DISCUSSION

The University expects to continue to build on its solid financial base as reflected in its budgeted surplus of \$5 million for fiscal year 2013. Strategic capital projects are supported through restricted gifts and a new \$1 billion dollar campaign through 2016 is well underway. The incoming undergraduate class, the Class of 2016, is the largest and most academically accomplished in the University's history. Finally, senior leadership is committed to continuous operating performance improvements, thereby strengthening the University's financial position through a disciplined and well-executed strategic plan.



John F. Sideras, CPA
Senior Vice President and Chief Financial Officer

SELECTED FINANCIAL AND OTHER DATA *unaudited*

Fiscal Years Ended June 30

	2012	2011	2010	2009
	(in thousands of dollars)			
STATEMENT OF OPERATIONS HIGHLIGHTS				
Tuition	\$ 313,007	\$ 306,937	\$ 293,140	\$ 278,600
Endowment Revenue	82,226	80,584	85,258	84,058
Research-Related Revenue	459,347	462,994	362,495	419,967
Other Revenue	118,645	108,501	162,918	99,132
Total Revenue	\$ 973,225	\$ 959,016	\$ 903,811	\$ 881,757
Salaries and Benefits	307,853	296,322	311,689	274,562
Other Direct Expense	446,685	454,103	392,145	415,195
Indirect Expenses	213,510	208,029	199,551	190,653
Total Expense	\$ 968,048	\$ 958,454	\$ 903,385	\$ 880,410
Operating Margin	\$ 5,177	\$ 562	\$ 426	\$ 1,347
Retained Surplus Use/(Contribution)	1,198	3,937	1,800	(11)
Surplus	\$ 6,375	\$ 4,499	\$ 2,226	\$ 1,336
CONSOLIDATED STATEMENT OF ACTIVITIES HIGHLIGHTS				
Tuition and Fees (net of student aid)	\$ 199,709	\$ 188,078	\$ 174,927	\$ 167,034
Investment, FHBO, and operational returns	84,165	105,188	89,002	93,928
Grants and Contracts	364,197	369,007	349,475	360,395
Facilities and Administrative cost recovery	79,607	79,742	75,705	67,687
Gifts and Pledges	62,165	77,878	54,627	52,492
Other Revenue	55,205	50,424	43,784	52,786
Auxiliary Services	51,006	49,449	45,517	46,278
Total Operating Revenues	\$ 896,054	\$ 919,788	\$ 833,037	\$ 840,600
Instructional Expenses	269,966	261,461	253,578	241,929
Sponsored Research Activity	395,327	394,955	375,141	378,006
Support Services	135,463	134,580	130,355	123,402
Auxiliary Services	58,975	62,414	58,781	59,090
Total Operating Expenses	\$ 859,731	\$ 853,410	\$ 817,855	\$ 802,427
Net Operating Activity	\$ 36,323	\$ 66,378	\$ 15,182	\$ 38,173
Long-term Investment Activities	(60,933)	233,577	76,368	(368,987)
Other non-operating activity	(124,282)	(51,572)	(76,241)	(133,213)
Net Non-Operating activity	\$ (185,215)	\$ 182,005	\$ 127	\$ (502,200)
Change in Net Assets	\$ (148,892)	\$ 248,383	\$ 15,309	\$ (464,027)
CONSOLIDATED STATEMENTS OF FINANCIAL POSITION HIGHLIGHTS				
Cash and cash equivalents	\$ 133,905	\$ 105,900	\$ 102,998	\$ 97,959
Operating investments, at market	87,304	77,914	64,205	
Receivables	171,807	183,870	148,607	158,630
Investments (held for long-term purposes)*	1,229,017	1,321,428	1,161,596	1,207,168
Funds held in trust by others	285,756	297,768	255,729	220,656
Property, plant, equipment, and books, net of depreciation	730,637	745,260	770,248	795,088
Prepaid expenses and other assets	6,979	8,424	9,258	16,314
Total Assets	\$ 2,645,405	\$ 2,740,564	\$ 2,512,641	\$ 2,495,815
Total Liabilities	\$ 820,756	\$ 767,023	\$ 787,483	\$ 785,966
Total Net Assets	\$ 1,824,649	\$ 1,973,541	\$ 1,725,158	\$ 1,709,849
OTHER FINANCIAL INFORMATION				
Total Investments (including FHBO) at year end	\$ 1,602,077	\$ 1,697,110	\$ 1,481,530	\$ 1,409,000
Investments payout in support of operations	74,159	72,536	79,106	93,928
As a % of total expenses	8%	8%	9%	11%
Total gifts and pledges (attainment)	\$ 138,362	\$ 126,211	\$ 115,529	\$ 108,707
Total gifts - cash basis	91,763	86,189	80,855	80,073

REPORT OF INDEPENDENT AUDITORS



Report of Independent Auditors

To the Board of Trustees
Case Western Reserve University:

In our opinion, the accompanying consolidated statement of financial position and the related consolidated statements of activities and of cash flows present fairly, in all material respects, the financial position of Case Western Reserve University (the "University") as of June 30, 2012, and the changes in their net assets and their cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America. These financial statements are the responsibility of the University's management. Our responsibility is to express an opinion on these financial statements based on our audit. The prior year summarized comparative information has been derived from the University's June 30, 2011 financial statements, and in our report dated October 15, 2011, we expressed an unqualified opinion on those financial statements. We conducted our audit of these statements in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

A handwritten signature in black ink that reads "PricewaterhouseCoopers LLP". The signature is written in a cursive, flowing style.

September 29, 2012

*PricewaterhouseCoopers LLP, 200 Public Square, 18th Floor, Cleveland, OH 44114-2301
T: (216) 875 3000, F: (216) 566 7846, www.pwc.com/us*

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

<i>In thousands of dollars</i>	For the year ended June 30	
	2012	2011
ASSETS		
Cash and cash equivalents	\$ 133,905	\$ 105,900
Operating investments, at market	87,304	77,914
Accounts and loans receivable, net	102,681	121,680
Pledges receivable, net	69,126	62,190
Prepaid expenses and other assets	6,979	8,424
Investments, held for long-term purposes	1,229,017	1,321,428
Funds held in trust by others	285,756	297,768
Property, plant, equipment and books, net	730,637	745,260
TOTAL ASSETS	\$ 2,645,405	\$ 2,740,564
LIABILITIES AND NET ASSETS		
LIABILITIES		
Accounts payable and accrued expenses	\$ 66,376	\$ 57,834
Deferred income and other liabilities	61,120	49,416
Annuities payable	41,454	40,623
Refundable advances	5,449	6,503
Accrued pension liability	63,291	22,582
Notes and bonds payable	559,978	570,179
Refundable federal student loans	23,088	19,886
TOTAL LIABILITIES	\$ 820,756	\$ 767,023
NET ASSETS		
Unrestricted	\$ 146,716	\$ 215,901
Temporarily restricted	793,989	883,118
Permanently restricted	883,944	874,522
TOTAL NET ASSETS	\$ 1,824,649	\$ 1,973,541
TOTAL LIABILITIES AND NET ASSETS	\$ 2,645,405	\$ 2,740,564

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

CONSOLIDATED STATEMENT OF ACTIVITIES

with summarized financial information for the year ended June 30, 2011

<i>In thousands of dollars</i>	Unrestricted	Temporarily Restricted	Permanently Restricted	For the year ended June 30	
				2012	2011
OPERATING REVENUES					
Student tuition and fees	\$ 317,861			\$ 317,861	\$ 309,499
Less: Student aid	(118,152)			(118,152)	(121,421)
	<u>199,709</u>			<u>199,709</u>	<u>188,078</u>
Investment returns distributed for operations	60,366	\$ 304	\$ 163	60,833	59,934
FHBO returns distributed	13,326			13,326	12,602
Investment returns on operating investments	10,006			10,006	32,652
Grants and contracts	265,888			265,888	268,909
CCLCM grants and contracts	98,309			98,309	100,098
Gifts & pledges	2,539	36,959	22,667	62,165	77,878
State of Ohio appropriation	2,744			2,744	3,262
Facilities and administrative cost recovery	79,607			79,607	79,742
Organized activities	11,927			11,927	11,395
Other sources	39,895		639	40,534	35,789
Auxiliary services - students	39,858			39,858	38,742
Auxiliary services - other	11,148			11,148	10,707
Net assets released from restrictions	35,103	(36,745)	1,642	-	-
TOTAL OPERATING REVENUES	\$ 870,425	\$ 518	\$ 25,111	\$ 896,054	\$ 919,788
OPERATING EXPENSES					
Instructional	269,966			269,966	261,461
Sponsored research and training	269,865			269,865	267,767
Other sponsored projects	27,153			27,153	27,090
CCLCM research and training	98,309			98,309	100,098
Libraries	22,279			22,279	22,122
Student services	22,780			22,780	21,886
University services	90,404			90,404	90,572
Auxiliary services - students	47,446			47,446	50,482
Auxiliary services - other	11,529			11,529	11,932
TOTAL OPERATING EXPENSES	\$ 859,731	\$ -	\$ -	\$ 859,731	\$ 853,410
NET OPERATING ACTIVITY	\$ 10,694	\$ 518	\$ 25,111	\$ 36,323	\$ 66,378
NON-OPERATING ACTIVITIES					
Long-term investment activities					
Investment (loss) income	\$ (20,004)	\$ 2,720	\$ 1,744	\$ (15,540)	\$ 71,590
Net (depreciation) appreciation	(2,148)	(31,233)	(12,012)	(45,393)	161,987
Total long-term investment activities	(22,152)	(28,513)	(10,268)	(60,933)	233,577
Long-term investment income and gains distributed for operations	(60,366)	(304)	(163)	(60,833)	(59,934)
Change in liabilities due under life-income agreements			(4,472)	(4,472)	(2,315)
Loss on disposal of plant assets	(1,680)			(1,680)	(6)
Pension plan changes other than periodic benefit costs	(55,655)			(55,655)	10,390
Other non-operating activity	(1,642)			(1,642)	293
Net assets released from restrictions	61,616	(60,830)	(786)	-	-
NET NON-OPERATING ACTIVITY	\$ (79,879)	\$ (89,647)	\$ (15,689)	\$ (185,215)	\$ 182,005
CHANGE IN NET ASSETS	\$ (69,185)	\$ (89,129)	\$ 9,422	\$ (148,892)	\$ 248,383
Beginning Net Assets	215,901	883,118	874,522	1,973,541	1,725,158
ENDING NET ASSETS	\$ 146,716	\$ 793,989	\$ 883,944	\$ 1,824,649	\$ 1,973,541

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

CONSOLIDATED STATEMENTS OF CASH FLOWS

For the year ended
June 30

In thousands of dollars

	2012	2011
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ (148,892)	\$ 248,383
<i>Adjustments to reconcile change in net assets to net cash provided by (used for) operating activities:</i>		
Depreciation	63,356	65,364
Amortization of bond issuance costs	98	128
Amortization of bond premiums	(755)	(732)
Increase in capital appreciation notes	1,044	1,452
Net unrealized depreciation (appreciation) in the fair market value of investments	34,371	(119,688)
Realized gains on investments	(6,897)	(96,276)
Increase to annuities payable resulting from actuarial adjustments	4,472	2,315
Gifts of property and equipment	(377)	(495)
Receipt of contributed securities	(3,429)	(3,731)
Loss on disposal of plant assets	1,680	6
Contributions restricted for long-term investment	(20,729)	(18,840)
Decrease (increase) in accounts and loans receivable, net	19,938	(24,769)
Increase in pledges receivable, net	(6,936)	(9,528)
Decrease in prepaid expenses and other assets	1,346	706
Decrease (increase) in funds held in trust by others	12,012	(42,039)
Increase in accounts payable and accrued expenses	8,450	584
Increase (decrease) in deferred income and other liabilities	11,705	(3,923)
Decrease in refundable advances	(1,055)	(85)
Increase (decrease) in accrued pension liability	40,709	(9,320)
NET CASH PROVIDED BY (USED FOR) OPERATING ACTIVITIES	\$ 10,111	\$ (10,488)
CASH FLOWS FROM INVESTING ACTIVITIES		
Student loans		
Collected	\$ 6,899	\$ 6,274
Issued	(7,839)	(7,240)
Proceeds from the sale of investments	2,713,818	2,962,458
Purchase of investments	(2,654,842)	(2,916,302)
Proceeds from the sale of plant assets	1,005	2,126
Purchases of property, plant, equipment and books	(50,948)	(41,912)
NET CASH PROVIDED BY INVESTING ACTIVITIES	\$ 8,093	\$ 5,404
CASH FLOWS FROM FINANCING ACTIVITIES		
Increase in federal advances for student loans	\$ 3,202	\$ 2,976
Contributions restricted for long-term investment	20,729	18,840
Proceeds from short-term debt	15,000	-
Repayment of short-term debt	(15,000)	-
Repayment of notes and bonds payable	(10,489)	(9,839)
Increase to annuities payable resulting from new gifts	1,147	1,258
Decrease to annuities payable resulting from payments	(4,788)	(5,249)
NET CASH PROVIDED BY FINANCING ACTIVITIES	\$ 9,801	\$ 7,986
NET INCREASE IN CASH AND CASH EQUIVALENTS	\$ 28,005	\$ 2,902
Cash and cash equivalents, beginning of year	105,900	102,998
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 133,905	\$ 105,900
SUPPLEMENTAL DATA:		
Interest paid in cash	\$ 16,968	\$ 15,334
Noncash investing activities:		
Contributions of securities and other noncash assets	3,806	4,226
Change in accounts payable for fixed assets	93	101

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

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

Case Western Reserve University (the "University") is an Ohio not-for-profit corporation that operates a private research university in Cleveland, Ohio. The consolidated financial statements of the University as of June 30, 2012, and for the year then ended, as well as summarized information for the year ended June 30, 2011, have been prepared in accordance with accounting principles generally accepted in the United States of America. Accordingly, the accompanying consolidated financial statements have been prepared on the accrual basis of accounting and include the accounts of the University and all wholly-owned subsidiaries.

The University wholly owns two subsidiaries. Triangle Residential LP is a limited partnership formed in 2005 that owns and operates two apartment buildings and a parking garage located in the Ford-Euclid-Mayfield Road area. The University is the sole limited partner. The general partner is Triangle Residential LLC, also a wholly-owned subsidiary of the University, formed in 2005. The University, through Triangle Residential LP, plans to operate the properties pending finalization of plans to develop an arts, entertainment and residential complex in the area. All material transactions between the University and its subsidiaries have been eliminated.

Net Asset Categories

Standards for external financial reporting by not-for-profit organizations require that resources be classified for reporting purposes into three net asset categories according to donor-imposed restrictions:

UNRESTRICTED net assets are available for any purpose consistent with the University's mission. Unrestricted net assets and related activity include the following:

- All revenues traditionally classified as unrestricted resources of the University, including tuition and fees, unrestricted gifts, investment returns on unrestricted funds designated to function as endowment, recovery of facility and administrative

costs from grants and contracts, and auxiliary services revenues.

- Revenues related to sponsored research and other sponsored program agreements which are considered exchange transactions.
- Unrestricted funds functioning similar to endowment and related investment returns.
- Gifts with donor-imposed restrictions, if the restriction is anticipated to be met within the current fiscal year of the University.
- Investments in plant assets.
- All expenses of the University.

TEMPORARILY RESTRICTED net assets include investment returns from endowments and gifts for which donor-imposed restrictions have not been met. This restriction on temporarily restricted endowment returns (income and realized and unrealized gains and losses) is released when appropriations are distributed for use and the funds have been spent. The category also includes pledges receivable and life-income gifts for which the ultimate purpose of the proceeds is not permanently restricted.

PERMANENTLY RESTRICTED net assets include gifts, trusts and pledges on which donors have imposed the restriction that the corpus is maintained in perpetuity and only the investment returns be made available for program operations. In the case of trusts, gains and losses are added to the gift amount. Gifts restricted by donors to provide loans to students are also included in permanently restricted net assets.

Expirations of temporary restrictions on net assets are reported as reclassifications between the applicable classes of net assets. Donor required matching from University funds and donor release or clarification of restrictions is also included in this category.

The Financial Accounting Standards Board ("FASB") issued Accounting Standards Codification ("ASC") 958, "Not for Profit

Entities," in August 2008. The standard provides guidance on the net asset classification of donor restricted endowment funds for a not-for-profit organization that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act ("UPMIFA") and expands disclosures about an organization's endowment (both donor restricted and board designated funds). The University's Board of Trustees ("the Board") has interpreted UPMIFA as requiring the preservation of the original gift as of the gift date of the donor restricted endowment funds absent explicit donor stipulation to the contrary. As a result of this interpretation, the University classifies as permanently restricted net assets, (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor restricted endowment fund that is not classified as permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the University in a manner consistent with the standard of prudence prescribed by UPMIFA.

Contributions

Contributions, including unconditional pledges to give and irrevocable trusts held by others with the University as the beneficiary, are recognized as revenues in the period received or promised. They are classified as unrestricted, temporarily restricted, or permanently restricted net assets depending upon the donor's intent.

Contributions restricted for the acquisition of land, buildings and equipment are reported as temporarily restricted revenues. These contributions are reclassified to unrestricted net assets when the assets are placed in service. Promises to give that are subject to donor-imposed stipulations that the corpus be maintained in perpetuity are recognized as increases in permanently restricted net assets.

Conditional promises to give are not recognized until the conditions on which they depend are substantially met. Gifts whose restrictions are met in the same fiscal year in which they

are received are reported with unrestricted contribution revenues. Contributions of assets other than cash are reported at their estimated fair value at the date of gift. Contributions scheduled to be received after one year are discounted using a market rate (Note 3).

Grants and Contracts (Government and Private)

Revenues from government and private grants and contracts are recognized as earned in accordance with the terms of the grant or contract. Any government payment received before it has been expended is recorded as a refundable advance. Projects funded by government grants that incur expenses prior to payment receipt are recorded as revenue with a corresponding receivable.

Investment Returns on Operating Investments

Beginning in fiscal 2011, the University has invested excess operating funds and certain board designated funds with the University's investment pool. The operating funds are invested alongside other funds and receive a pro-rata portion of income, expenses, gains, and losses of the pool.

Cash and Cash Equivalents

The University considers all highly liquid investments with an original maturity of 90 days or less when purchased as cash and cash equivalents, except those amounts managed by investment managers as part of the investment pool that do not belong to operations, or unspent bond proceeds, which are classified as investments.

Operating Investments, at Market

Operating investments include all other current investments with original maturities greater than three months that are used to support operations. These investments include obligations of triple A rated banks, various United States Government agencies, and internal operating funds invested in the University's investment pool. Although the pool primarily invests in mid to long term investments, the pool maintains a sufficient investment mix that allows operating assets to be liquidated upon demand.

Investments

Investments are made within guidelines authorized by the Board. Investments are initially recorded at cost at date of acquisition or fair value at date of donation in the case of gifts. Ownership of marketable securities is recognized as of the trade date. Endowment returns are calculated net of internal and external investment management expenses.

Investments are stated at fair value as defined by ASC 820, "Fair Value Measurements and Disclosures." Fair value is defined under ASC 820 as the exchange price that would be received for an asset or paid to transfer a liability, i.e., an exit price, in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date.

The fair value of all debt and equity securities with readily determinable fair values are based on quotations obtained from national securities exchanges. The alternative investments, which are not readily marketable, are carried at estimated fair values as provided by the investment managers. The University reviews and evaluates the values provided by the investment managers and agrees with the valuation methods and assumptions used in determining the fair value of the alternative investments. Those estimated fair values may differ significantly from the values that would have been used had a ready market for these securities existed. Realized gains and losses on investments are included in investment income. Average cost is generally used to determine gains or losses on securities sold. Unrealized changes in the fair value of investments are shown as net unrealized appreciation or depreciation.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the University for financial instruments measured at fair value on a recurring basis (Note 6). The three levels of inputs are as follows:

Level 1 — Quoted unadjusted prices in active markets for identical assets or liabilities. An active market is one in which transactions occur with sufficient frequency and volume to

produce pricing information on an ongoing basis. Market price data are generally obtained from exchange or dealer markets.

Level 2 — Pricing inputs other than Level 1 that are observable, either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the same term of the assets or liabilities. Inputs are obtained from various sources including market participants, dealers and brokers.

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

Collections

The University's collections of historically significant artifacts, scientific specimens, and art objects are held for education, research, scientific inquiry, and public exhibition. Their value is not reflected in the University's consolidated financial statements.

Funds Held in Trust by Others

Funds held in trust by others are assets held and administered by outside trustees from which the University derives income or residual interest. Funds held in trust by others are reported at their fair value as of June 30, 2012 and 2011, which approximates the present value of the future income flows from these funds.

Income received from funds held in trust by others is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the University. Income appropriated within the same year is classified as unrestricted. Unrealized changes in the fair value of investments are shown as net unrealized appreciation or depreciation in permanently restricted net assets.

Fixed Assets

When capital assets are sold or disposed, the carrying value of such assets and any accumulated depreciation are removed from the asset accounts. Any resulting gain or loss on disposal is

recognized in the non-operating portion of the statement of activities.

Expenditures for construction in progress are capitalized as incurred and depreciated when placed into service. All identifiable direct costs including other costs incurred to ready the asset for its intended use are included in the cost of the project. The University capitalizes interest on borrowings to finance facilities, net of any investment income earned through the temporary investment of project borrowings, during construction until the project has been substantially completed.

Asset Retirement Obligations

The University accounts for asset retirement obligations in accordance with ASC 410, "Asset Retirement Environmental Obligations." The University accrues for asset retirement obligations in the period in which they are incurred if sufficient information is available to reasonably estimate the fair value of the obligation. Over time, the liability is accreted to its settlement value. Upon settlement of the liability, the University will recognize a gain or loss for any difference between the settlement amount and liability recorded.

Allocation of Certain Expenses

The consolidated statement of activities presents expenses by function. Some expenses — such as depreciation, amortization, and expenses related to the operation of the physical plant — are allocated by square footage. Interest expense is allocated to the functions that derive the greatest benefit from the facilities financed.

Retirement Plans

The University accounts for its defined benefit postretirement plan in accordance with ASC 715 "Compensation - Retirement Plans." The University recognizes the overfunded or underfunded status of a defined benefit postretirement plan as an asset or liability in its consolidated statement of financial position in the year in which the change occurs, with an offsetting impact to unrestricted net assets.

Use of Estimates

Financial statements using accounting principles generally accepted in the United States of America rely on estimates. At June 30, management makes certain estimates and assumptions, which affect assets and liabilities, disclosures of contingent assets and liabilities, and reported revenues and expenses during the period. Actual results may differ from these estimates.

Comparative Information

The consolidated statement of activities includes prior year summarized comparative information in total, but not by net asset category. Such information does not include enough detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the University's consolidated financial statements for the year ending June 30, 2011, from which it was derived.

Income Taxes

The University is exempt from federal income tax to the extent provided under section 501(c)(3) of the Internal Revenue Code. The University is classified as an organization that is not a private foundation under section 509(a) of the Internal Revenue Code because it is described in sections 509(a)(1) and 170(b)(1)(A)(ii) and, as such, gifts to the University qualify for deduction as charitable contributions. The University is exempt from federal income tax, however; it is required to pay federal income tax on unrelated business income. The University did not have any material income tax liabilities for the years ended June 30, 2012 and 2011. ASC 740, "Income Taxes," prescribes a recognition threshold and measurement requirements for financial statement recognition and measurement of a tax position taken or expected to be taken in a tax return. In addition, ASC 740 provides guidance on recognition, classification and disclosure requirements for uncertain tax provisions. The University has no financial reporting requirements associated with ASC 740 for the years ended June 30, 2012 and 2011.

Reclassifications

Certain amounts in the 2011 consolidated financial statements have been reclassified to conform to the 2012 presentation.

2. ACCOUNTS AND LOANS RECEIVABLE

Accounts and loans receivable of the University at June 30, 2012 and 2011, in thousands of dollars, were as follows:

	2012	2011
ACCOUNTS RECEIVABLE, NET		
Grants, contracts and others	\$ 49,414	\$ 69,051
Students	1,934	2,697
STUDENT LOANS, NET	51,333	49,932
ACCOUNTS AND LOANS RECEIVABLE, NET	\$ 102,681	\$ 121,680
Allowances for doubtful accounts:		
Accounts receivable	\$ 3,496	\$ 3,322
Loans receivable	\$ 2,076	\$ 1,751

Management regularly assesses the adequacy of the allowance for doubtful accounts by performing ongoing evaluations of the various components of the accounts receivable and student loan portfolios, including such factors as the differing economic risks associated with each category, the financial condition of specific borrowers, the economic environment in which the borrowers

operate, the level of delinquent loans, and the past history of the various borrowers and the University.

Factors also considered by management when performing its assessment, in addition to general economic conditions and the other factors described above, included, but were not limited to, a detailed review of the aging of the various receivables and loans, and a review of the default rate by loan category in comparison to prior years. The level of the allowance is adjusted based on the results of management's analysis.

Management considers the allowance for doubtful accounts losses to be prudent and reasonable. Furthermore, the University's allowance is general in nature and is available to absorb losses from any loan category. Management believes that the allowance for doubtful accounts at June 30, 2012 is adequate to absorb credit losses inherent in the portfolio as of that date.

3. PLEDGES RECEIVABLE

Unconditional promises to give are included in the consolidated financial statements as pledges receivable and revenue of the appropriate net asset category. Multi-year pledges are recorded after discounting to the present value of expected future cash flows. Unconditional promises to give at June 30, 2012 and 2011, are expected to be realized in the following periods:

	2012	2011
In one year or less	\$ 11,173	\$ 9,327
Between one year and five years	55,015	45,567
More than five years	13,805	18,521
	79,993	73,415
Less: Discount	(6,911)	(7,584)
Less: Allowance	(3,956)	(3,641)
TOTAL PLEDGES RECEIVABLE, NET	\$ 69,126	\$ 62,190

Management follows a similar approach as described in Note 2 for accounts and loans receivable in evaluating the adequacy of the allowance for doubtful accounts for pledges receivable. Management considers the allowance for doubtful accounts losses to be prudent and reasonable. Management believes that

the allowance for doubtful accounts at June 30, 2012 is adequate to absorb any uncollectible pledges as of that date.

Pledges receivable at June 30, 2012 and 2011, had the following restrictions:

	2012	2011
Department programs and activities	\$ 32,277	\$ 26,011
Endowments for scholarships and department programs and activities	18,270	17,337
Building construction	18,579	18,842
TOTAL PLEDGES RECEIVABLE, NET	\$ 69,126	\$ 62,190

Pledges have been discounted at the market rate. Uncollectible pledges totaling \$4,042 (2012) and \$2,314 (2011) were written off against the allowance for uncollectible pledges.

The University had conditional pledge commitments totaling \$48,048 (2012) and \$40,891 (2011).

4. LONG TERM INVESTMENTS

The University holds long term investments for permanently restricted endowment funds, donor restricted funds, annuity assets, Board designated funds and excess operating assets that are able to be invested in longer term investments. The

University invests through traditional investments as well as operating an investment pool that works similar to a mutual fund (see Note 5). The University's long term investments at June 30, 2012 and 2011, were as follows:

	2012	2011
Operating investments, at market	\$ 87,304	\$ 77,914
Investments, held for long term purposes	1,229,017	1,321,428
TOTAL INVESTMENTS	\$ 1,316,321	\$ 1,399,342

	2012	2011
Cash & cash equivalents	\$ 53,799	\$ 207,530
Domestic stocks	68,117	56,716
International securities	36,444	41,686
Bonds		
Government and municipal	28,503	13,816
Corporate	26,947	30,164
Mutual funds	183,080	186,435
Derivatives	11,217	1,150
Limited partnerships and other		
Venture capital	78,331	77,945
Private equity	267,556	278,205
Hedge funds	412,188	359,101
Other	48,521	44,244
Equity real estate	101,618	102,350
TOTAL INVESTMENTS	\$ 1,316,321	\$ 1,399,342

The investments were held for the following purposes:

	2012	2011
Endowment	\$ 911,980	\$ 964,548
Donor restricted funds	247,219	295,186
University investments	97,499	78,661
Annuities	51,450	52,673
Funds held for the benefit of others	7,856	7,971
Agency funds	317	303
TOTAL INVESTMENTS	\$ 1,316,321	\$ 1,399,342

5. ENDOWMENT AND SIMILAR FUNDS

Endowment Funds

The purpose of endowment funds is to generate in perpetuity operating revenue to support specific activities or for general institutional use. Endowments represent only those net assets that are under the control of the University. Gift annuities, interests in funds held in trust by others and pledges designated for the endowment but not yet received are not considered components of the endowment.

The state of Ohio has enacted legislation that incorporates the provisions outlined in the Uniform Prudent Management of Institutional Funds Act (UPMIFA). UPMIFA stipulates that unless directed otherwise in the gift instrument, donor-restricted assets in an endowment fund are restricted assets until appropriated for expenditure by the institution. Accordingly, the following items are recorded as permanently restricted net assets:

- The original value of initial gifts donated to the permanent endowment.
- The original value of subsequent gifts to the permanent endowment.
- For those endowment funds with donor-specified reinvestment provisions, accumulations to the permanent

endowment made in accordance with the gift instrument at the time the accumulation is added to the fund.

The remaining portion of donor-restricted endowment funds that are not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated and spent in accordance with the endowment purpose by the University.

Similar Funds

The University has made the decision to co-invest and treat in a similar fashion as endowment funds, certain funds that have been purpose-restricted by donors. These funds were not given to the University with the understanding that the gift amount would be maintained in perpetuity; however, the Board has moved to treat these funds in the same fashion as an endowment fund. Accordingly, the Board, at its option, may elect to change that treatment and spend these funds in accordance with donor wishes without the constraints of the University endowment spending formula. These funds follow the same rules as above; however, no portion is permanently restricted.

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	
				2012	2011
Donor restricted endowment funds	\$ (20,079)	\$ 452,087	\$ 531,255	\$ 963,263	\$ 1,016,382
Donor temporarily restricted funds	-	260,630	-	260,630	283,637
TOTAL ENDOWMENT AND SIMILAR FUNDS	\$ (20,079)	\$ 712,717	\$ 531,255	\$ 1,223,893	\$ 1,300,019

Investment Pool

The Board's interpretation of its fiduciary responsibilities for endowment and similar funds is to preserve intergenerational equity to the extent possible. This principle holds that future beneficiaries should receive at least the same level of economic support that the current generation enjoys. To that end, investment goals are formulated to earn returns over the long-term that equal or exceed the board-approved distribution rates plus the impacts of inflation. The University's endowment and

similar funds are invested in a broadly diversified portfolio designed to produce long-term rates of return that sustain or increase the real spending contribution from endowed and similar assets and to mitigate downturns in a single sector.

Unless otherwise directed in the gift instrument, both endowment and similar funds are pooled for efficient investment purposes.

Prior to 2012, a unit market value for the pool was used to account for pooled transactions. The unit market value at June 30, 2011 was \$41.68 (2011); however, beginning in fiscal year 2012, the pool is accounted for on a dollarized method of accounting similar to a money market fund where each unit is worth \$1 and accounted for on a per endowment or account basis. The total investment return for the pooled investments, net of external manager fees, approximated -1.58% (2012) and 18.82% (2011).

Spending Policy

The Board has approved an endowment spending policy for pooled investments based on a hybrid formula. The objective of this two-pronged approach is to provide support for operations, preserve intergenerational equity, and insulate programming supported by endowment and similar funds from short-term fluctuations in the investment markets. The two components are:

- A constant growth component seeks to provide growth in annual spending equal to the rate of academic inflation as measured by the Higher Education Price Index.
- A market value component based on 5% of the average of the three previous calendar year-end market values.

Specific appropriation for expenditure of funds under the policy occurs each spring when the Board approves the operating budget for the following year. The fiscal 2012 pooled endowment and similar funds spending allocation approximated 4.76% of beginning market value totaling \$63,769. For fiscal 2011, pooled endowment and similar funds spending allocation was \$2.015 per unit totaling \$63,846.

While the policy provides guidance for the level of spending permitted (allocation), the actual spending will vary from the spending allocation based on the timing of actual expenditures. Funds are transferred from the investment pool to the University's operating account after they have been spent in accordance with the endowment and similar funds requirements. The physical movement of cash and investments between the investment pool and operating accounts occurs on a periodic basis as determined by the University and its process to maintain the proper balance between liquidity and remaining invested.

For years where actual investment return exceeds actual approved spending, the difference remains in temporarily restricted net assets; years in which the actual endowment and similar funds return is less than distributions under the policy, the shortfall is covered by realized returns from prior years. The fiscal 2012, pooled endowment and similar funds distribution was funded from a combination of current year investment income and prior year accumulated realized gains. For fiscal 2011, pooled endowment and similar funds distribution was funded from current year investment income.

In addition to the general distribution described above, the Board has authorized a temporary supplemental distribution of previously reinvested income and realized appreciation to support certain development-related activities. This distribution, which is slated to phase out by 2015, totaled \$7,900 in both 2012 and 2011.

Changes in endowment and similar funds net assets for fiscal year 2012 are as follows:

	Unrestricted	Temporarily Restricted	Permanently Restricted	Total	
				2012	2011
Endowment and similar funds					
net assets, beginning of year	\$ (8,018)	\$ 797,937	\$ 510,100	\$ 1,300,019	\$ 1,154,155
Investment income	-	12,523	163	12,686	16,256
Realized and unrealized gains	-	(32,292)	-	(32,292)	182,702
TOTAL INVESTMENT RETURN	-	(19,769)	163	(19,606)	198,958
Contributions	-	1,215	21,655	22,870	23,396
Current year withdrawals	-	(8,241)	(663)	(8,904)	(6,532)
Current year expenditures	-	(70,486)	-	(70,486)	(69,958)
Reclassification of deficits in donor-designated funds	(12,061)	12,061	-	-	-
ENDOWMENT AND SIMILAR FUNDS NET ASSETS, END OF YEAR	\$ (20,079)	\$ 712,717	\$ 531,255	\$ 1,223,893	\$ 1,300,019

Occasionally, the fair market value of assets associated with individual donor-restricted endowment funds may fall below the value of the original gift amounts. When deficits exist in donor-restricted funds, they are classified as a reduction of unrestricted net assets. Deficits of this nature reported in unrestricted net assets were \$20,079 (2012) and \$8,018 (2011). These deficits resulted from unfavorable market fluctuations that occurred after

the investment of recently established endowments, and authorized appropriation that was deemed prudent.

Of the amount classified as temporarily restricted endowment net assets, \$452,087 (2012) and \$514,300 (2011) represents the portion of perpetual endowment funds subject to time and purpose restrictions under Ohio's enacted version of UPMIFA.

6. FAIR VALUE MEASUREMENTS

Financial instruments carried at fair market value as of June 30, 2012 and 2011 by the ASC 820 valuation hierarchy are as follows:

June 30, 2012	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
INVESTMENTS				
Cash & cash equivalents	\$ 46,979	\$ 6,820	\$ -	\$ 53,799
Domestic stocks	27,238	11,355	29,524	68,117
International securities	10	25,026	11,408	36,444
Bonds				
Government and municipal	-	28,503	-	28,503
Corporate	-	26,947	-	26,947
Mutual funds	174,413	8,435	232	183,080
Derivatives	-	11,217	-	11,217
Limited partnerships and other				
Venture capital	-	-	78,331	78,331
Private equity	-	-	267,556	267,556
Hedge funds	-	79,309	332,879	412,188
Other	146	391	47,984	48,521
Equity real estate	213	-	101,405	101,618
TOTAL INVESTMENTS	\$ 248,999	\$ 198,003	\$ 869,319	\$ 1,316,321
FUNDS HELD IN TRUST BY OTHERS	-	-	\$ 285,756	\$ 285,756
PENSION PLAN ASSETS (Note 9)				
Cash & cash equivalents	\$ 13,448	\$ -	\$ -	\$ 13,448
Mutual funds	46,237	-	-	46,237
Limited partnerships and Other				
Hedge funds	-	55,071	5,092	60,163
Other	-	-	383	383
Equity real estate	-	-	4,814	4,814
TOTAL PENSION PLAN ASSETS (Note 10)	\$ 59,686	\$ 55,071	\$ 10,289	\$ 125,046
ASSETS AT FAIR VALUE	\$ 308,685	\$ 253,074	\$ 1,165,364	\$ 1,727,123
Interest rate swaps payable	\$ -	\$ 34,038	\$ -	\$ 34,038
LIABILITIES AT FAIR VALUE	\$ -	\$ 34,038	\$ -	\$ 34,038

June 30, 2011	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
INVESTMENTS				
Cash & cash equivalents	\$ 48,432	\$ 159,098	\$ -	\$ 207,530
Domestic stocks	28,928	11,263	16,525	56,716
International securities	96	31,037	10,553	41,686
Bonds				
Government and municipal	5	13,811	-	13,816
Corporate	4,956	25,208	-	30,164
Mutual funds	156,791	29,488	156	186,435
Derivatives	-	1,150	-	1,150
Limited partnerships and other				
Venture capital	-	-	77,945	77,945
Private equity	-	-	278,205	278,205
Hedge funds	-	101,289	257,812	359,101
Other	146	74	44,024	44,244
Equity real estate	213	-	102,137	102,350
TOTAL INVESTMENTS	\$ 239,567	\$ 372,418	\$ 787,357	\$ 1,399,342
FUNDS HELD IN TRUST BY OTHERS	-	-	\$ 297,768	\$ 297,768
PENSION PLAN ASSETS (Note 9)				
Cash & cash equivalents	\$ 1,759	\$ -	\$ -	\$ 1,759
Mutual funds	42,619	-	-	42,619
Limited partnerships and Other				
Hedge funds	-	-	53,358	53,358
Other	-	-	2,215	2,215
Equity real estate	-	-	4,334	4,334
TOTAL PENSION PLAN ASSETS (Note 10)	\$ 44,378	\$ -	\$ 59,907	\$ 104,285
ASSETS AT FAIR VALUE	\$ 283,945	\$ 372,418	\$ 1,145,032	\$ 1,801,395
Interest rate swaps payable	\$ -	\$ 20,571	\$ -	\$ 20,571

Level 2 Investment Information

Investments included in Level 2 consist primarily of the University's ownership in assets through "fund of funds" investments. In these types of arrangements, the University invests in investment pools or mutual fund type arrangements through banks, dealers, brokers and other intermediaries. While the asset value of the direct investments in the pool or mutual fund is not published, the underlying investments within those

funds are observable and obtained through the fund in which the University invests.

Level 3 Investment Information

Investments included in Level 3 consist primarily of the University's ownership in alternative investments (principally limited partnership interests in hedge funds, private equity, real

estate, real assets and other similar funds), beneficial interests in funds held in trust by others, and portions of investments in the pension assets. Level 3 investments are more difficult to value due to the following:

- The value of certain alternative investments represents the ownership interest in the net asset value of the respective partnership.
- The fair values of the securities held by limited partnerships that do not have readily determinable fair values are determined by the general partner based on appraisals or other estimates that require varying degrees of judgment.
- If no public market exists for the investment securities, the fair value is determined by the general partner taking into consideration, among other things, the cost of the securities,

prices of recent significant placements of securities of the same issuer, subsequent developments concerning the companies to which the securities relate, or other estimates requiring varying degrees of judgment. The University regularly reviews, evaluates and performs significant due diligence around these investments to ensure that the values provided by the investment managers are appropriate measures of fair value. The University agrees with the valuations and assumptions used in determining the fair value of these investments.

A roll forward of the consolidated statement of financial position amounts for financial instruments classified by the University within Level 3 of the fair value hierarchy is as follows:

	Mutual Funds & Domestic Stocks	Int'l Securities	Venture Capital	Private Equity	Hedge Funds	Equity Real Estate	Other & Funds Held by Others	Total
Beginning balance, July 1, 2011	\$ 16,681	\$ 10,553	\$ 77,945	\$ 278,205	\$ 311,170	\$ 106,471	\$ 344,007	\$1,145,032
Realized gains (losses) and investment income	(1,154)	-	2,300	17,902	4,291	1,792	661	25,792
Unrealized gains (losses)	11,383	855	387	(12,058)	110	3,188	(15,401)	(11,536)
Purchases	7,355	-	13,668	36,078	127,000	11,897	8,776	204,774
Settlements	(4,509)	-	(15,969)	(52,571)	(51,242)	(17,129)	(3,920)	(145,340)
Transfers out of Level 3	-	-	-	-	(53,358)	-	-	(53,358)
ENDING BALANCE, JUNE 30, 2012	\$ 29,756	\$ 11,408	\$ 78,331	\$ 267,556	\$ 337,971	\$ 106,219	\$ 334,123	\$1,165,364

The net realized and unrealized gains and losses in the table above are included in the University's consolidated statement of activities in one of two financial statement lines: *Investment (loss) income or Net (depreciation) appreciation*. In the case of pension assets, net realized and unrealized gains and losses are recognized in the financial statement line *Pension plan changes other than periodic benefit costs*.

The pricing inputs and methods described above could produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the University believes its valuation methods are appropriate and consistent with other market participants, the use of different

methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date.

As a practical matter, the University is permitted under U.S. generally accepted accounting principles ("US GAAP") to estimate the fair value of an investment at the measurement date using the reported net asset value ("NAV") without further adjustment unless the entity expects to sell the investment at a value other than NAV or if the NAV is not calculated in accordance with US GAAP. The University's investments in private equity, real estate and certain hedge funds in the absolute return portfolio are fair valued based on the most current NAV.

The University performs additional procedures including due diligence reviews on its investments in investment companies and other procedures with respect to the capital account or NAV provided to ensure conformity with US GAAP. The University has assessed factors including, but not limited to, managers' compliance with Fair Value Measurement standard, price transparency and valuation procedures in place, the ability to redeem at NAV at the measurement date, and existence of certain redemption restrictions at the measurement date.

The guidance also requires additional disclosures to enable users of the financial statements to understand the nature and risk of the University's investments. Furthermore, investments which can be redeemed at NAV by the University on the measurement date or in the near term are classified as Level 2. Investments which cannot be redeemed on the measurement date or in the near term are classified as Level 3.

Category	Fair Value	Unfunded Commitments	Redemption Frequency	Redemption Notice Period
Domestic Stocks (a)	\$ 39,898		quarterly, annually	45 - 90 days
International Securities (b)	35,887		monthly, quarterly	30 - 90 days
Corporate Bonds (c)	15,808		monthly	30 days
Limited partnerships and other				
Venture capital (d)	78,331	\$ 20,948		
Private equity (e)	267,556	68,003	quarterly, annually	
Hedge funds (f)	352,708	-	monthly, quarterly, annually	30 - 90 days
Other (g)	47,984	33,494		
Equity real estate (h)	101,405	53,297		
TOTAL	\$ 939,577	\$ 175,742		

(a) **Domestic stocks** include equity securities domiciled in the United States. Fund liquidity is daily, monthly, quarterly, semi-annual, annual, and up to a maximum period of two years. Approximately 53% of domestic equity exposure is accessible within six months or less; with 26% accessible on a daily basis. Approximately 14% of the net asset value in this class has a lock up period of February 1, 2013.

(b) **International securities** include equity securities domiciled in countries outside of the United States including developed and emerging markets.

Approximately 48% of the net asset value can be accessed on a daily basis after October of 2012, 16% can be accessed on a quarterly basis, and the remaining balance over a period of 1-3 years, most of which being accessible over the next 1-2 years.

(c) **Corporate bonds** include funds that invest in fixed income securities in Fortune 500 companies. 1/3 of the fund may be liquidated every 30 days.

(d) **Venture capital** includes several private equity funds that invest primarily in technology, health care or clean technology industries. While the portfolio is U.S. centric, there are small allocations to companies in foreign markets. The funds typically provide money and resources to entrepreneurs to finance a start-up company or product, with the hope that the company experiences exceptional growth and therefore would produce a successful investment. The funds invest at different stages of a company's growth, some very early and others at a later stage where the company may already produce revenues. The valuations for these investments have been estimated using the manager's fair market values, which have been vetted to make sure they meet the ASC 820 guidelines. These investments can never be redeemed with the funds. As these investments age in duration, distributions will be received from these funds as the underlying portfolio companies are sold in the market. It is estimated that the underlying investments within the funds would be fully liquidated over the next 7-12 years.

(e) **Private equity** includes several private equity funds that invest across all industries. While the portfolio is U.S. centric,

there has been an increasingly larger allocation to companies in foreign markets. The funds typically invest capital into more mature companies for a minority or majority of ownership and through operational and financial expertise, generate a return of capital greater than the original amount invested. The valuations for these investments have been estimated using the manager's fair market values, which have been vetted to make sure they meet the ASC 820 guidelines. These investments can never be redeemed with the funds. As these investments age in duration, distributions will be received from these funds as the underlying portfolio companies are sold in the market. It is estimated that the underlying investments within the funds would be fully liquidated over the next 7-12 years.

(f) **Hedge funds** includes hedge fund investments across a multitude of strategies including long/short equity, long/short commodity, global macro, multi-strategy, event-driven, credit, fund of hedge funds, and emerging markets. The vast majority of these investments are U.S. based, but some may invest internationally. Investment managers may make investment decisions based on top down macroeconomic analysis or bottom up company or theme specific analysis; managers may shift portfolios from net long to net short positioning but on balance tend to carry a net long exposure within their portfolios. The estimated fair values of the investments are received on a monthly basis from the fund administrators. Final valuations are typically received around mid-month for most funds but in some instances funds will report final valuations on a quarterly basis in accordance with the reporting period specified in the fund legal documents. Fund liquidity varies across the hedge fund category from monthly, quarterly, annually, and up to a maximum period of three years. Approximately 33% of the net asset value in this class has a lock up period ranging from three to fourteen months from June 30, 2012

(g) **Other** includes various direct private investments as well as private funds that do not fall within the other categories listed. Examples would include an Eastern Europe agriculture fund, some private U.S. oil and gas partnerships and various stakes in local private organizations. For the funds, the

valuations have been estimated using manager's fair market values, which have been vetted to make sure they meet the ASC 820 guidelines. These investments can never be redeemed with the funds. As these investments age in duration, distributions will be received from these funds as the underlying portfolio companies are sold in the market. It is estimated that the underlying investments within the funds would be fully liquidated over the next 7-10 years.

(h) **Equity real estate** includes private real estate funds that invest primarily in the United States. Some of these private partnerships also make investments internationally, primarily in Europe, India and Brazil. The private funds make investments in various real estate types, such as office, industrial, retail and multi-family properties. The valuations for these investments have been estimated using the manager's fair market values, which have been vetted to make sure they meet the ASC 820 guidelines. These investments can never be redeemed with the funds. As these investments age in duration, distributions will be received from these funds as the underlying properties are sold in the market. It is estimated that the underlying investments within the funds would be fully liquidated over the next 5-7 years.

Derivative Information

The use of financial derivative instruments is governed by the University's Investment Policy Statement, which is approved and overseen by the Investment Committee of the Board of Trustees. The University assumes many risks as a result of its investment decisions and investment holdings. Many risks are discussed in the Investment Policy Statement:

Manager risk – the risk that a manager underperforms similar managers, benchmarks, or appropriate indices.

Benchmark risk – the risk of harm caused by constructing, selecting, or managing to an inappropriate benchmark.

Peer risk – the risk that one's peers generate better investment performance, thereby boosting the relative size of their endowments and enhancing their competitive advantage.

Market risk – the risk that the value of an investment will decrease due to market moves.

Interest rate risk – the risk that an investment's value will change due to a change in the absolute level of interest rates, the spread between two rates, the shape of the yield curve, or any other interest rate relationship.

Concentration – the risk of being too concentrated in one particular security, manager, strategy, sector or asset class, thus being vulnerable to poor performance stemming from lack of diversification.

Absolute return risk – the ability to generate positive absolute returns, not just in favorable markets, but also in uncertain and negative phases measured over a business cycle.

Currency risk – the risk that currency fluctuations or trends reduce the value of investments in non-U.S. markets.

Commodity risk – refers to the uncertainties of future market values and the size of future income caused by fluctuation in the prices of commodities (energy, agricultural, precious and industrial metals) due to demand/supply imbalances.

Leverage – the risk that significant volatility or losses will be generated by the use of debt designed to magnify returns.

Counterparty risk – the risk that one party to a transaction does not make complete or timely payment of margin, swap cash flow, bond proceeds, or other similar payments.

Credit risk – the possibility that a bond issuer will default by failing to pay interest or repay principal in a timely manner.

Tail risk – a form of portfolio risk that arises when the possibility that an investment will move more than three standard deviations from the mean is greater than what is shown by a normal distribution.

Liquidity risk – the inability to sell or trade securities at fair market value within a short period of time; also, the risk that sufficient cash is not maintained, or cannot be accessed, to meet short-term obligations.

Inflation risk – the risk that rising prices significantly erode the effective purchasing power of the portfolio, as measured by the University's cost inflation.

Shortfall risk – the risk that investment returns will be lower than expected, causing a failure to accomplish investment or financial objectives.

The University seeks to mitigate these risks by using derivative transactions. At the macro level of the investment portfolio,

derivative transactions also create cost-effective beta exposure that may replace a fund or investment manager, add alpha, support liquidity management, and reduce the impact of extreme negative market conditions. The derivative instruments used include futures, total return swaps, and over-the-counter options.

Futures: An Equity Index Future is a standardized obligation to buy or sell a market index, at a certain date in the future (settlement date), at a specified price (futures price). Equity Index Futures are typically cash-settled. Trading Medium: Exchange A single clearing house (e.g., Options Clearing Corporation, for the Chicago Board Options Exchange) is the counterparty to both parties involved in the contract. Futures trade a premium or discount to the cash index level based on the following theoretical formula: $\text{Futures Fair Value} = \text{Cash Index Value} + \text{Expected Interest Income prior to contract expiry} - \text{Expected Dividend Income prior to contract expiry} - \text{Expected Lending Income prior to contract expiration}$. The value of a futures contract converges to that of the underlying index at expiration. The investor posts an initial margin and a maintenance margin which represents a small portion of the overall notional value (usually 12%-18% of the notional value). Collateral between the counterparties is exchanged daily based on the mark to market performance of the futures contract. Used to gain beta exposure to an index on the long side and to hedge out beta exposure on the short side. Used primarily as a manager replacement strategy.

Total Return Swap (TRS): A TRS is a non-standardized agreement whereby one party makes periodic cash payments based on a set rate (e.g., LIBOR) while another party makes periodic cash payments based on the total return of an underlying index. The total return payer agrees to pay the total return of the underlying index to the total return receiver. The total return receiver agrees to receive future total return, and pay periodic payments to the total return payer. Trading Medium: Over-The-Counter (OTC). Total Return Swaps offer synthetic exposure to beta returns while avoiding the transaction and administrative costs of owning the actual underlying equity shares. Subject to counterparty credit risk; if collateral is posted between parties, counterparty credit risk can be mitigated. Transacted via ISDA/CSA agreement between counterparties. There is no initial or maintenance

margin posting. Collateral between the counterparties is exchanged daily based on the mark to market performance of the swap. Used to gain beta exposure to an index on the long side and to hedge out beta exposure on the short side. The swap resets on a periodic basis (monthly or quarterly), at which point the LIBOR rate is reset and the gains/losses cash settled. A new notional value reflecting the settled gains/losses is established at this point. The next measurement begins with the new notional value. There may be a breakup fee if the swap is terminated earlier than its expiration date. Used primarily as a manager replacement strategy.

Options: Options or Option structures are non-standardized agreements whereby one party makes or receives one payment at the time of initial transaction to/from a counterparty and may make or receive a second payment to/from the counterparty at the expiration date of the agreement based on an individual option or a combination of individual options. Trading Medium: Over-The-Counter (OTC). Transacted via ISDA/CSA agreement between counterparties. Subject to counterparty credit risk; if collateral is posted between parties, counterparty credit risk can

be mitigated. Options/Option structures allow investors to customize the risk/return profile of existing portfolios. For example: Investors who are underweight equities and have a moderately positive outlook can obtain enhanced equity exposure by capping returns with or without a leveraged payoff. More bearish investors can opt for downside protection to reduce risk. Collateral between the counterparties is exchanged daily based on the mark to market performance of the Option or Option Structure. At maturity the Option or Option structure is cash settled. Prior to maturity, Options/Option structures may trade above or below their intrinsic value due to various factors such as time, volatility, interest rates, skew, delta, gamma etc. The value eventually converges to intrinsic value at maturity. Used for beta replacement strategies, alpha strategies or hedging strategies.

The following table provides detailed information on the derivatives included in the investment portfolio as of June 30 and where they are located in the consolidated statements of financial position.

Location	Derivative Type	Notional Amount	2012		
			Level 1 Fair Value	Level 2 Fair Value	Level 3 Fair Value
Investments					
	Total return swaps	\$ 107,264	\$ -	\$ 4,902	\$ -
	Options (over-the-counter)	26,363	-	5,864	-
	Interest rate hedges	78,187	-	316	-
	Yield curve hedges	145,471	-	135	-
TOTAL DERIVATIVES, 2012			\$ -	\$ 11,217	\$ -

Location	Derivative Type	Notional Amount	2011		
			Level 1 Fair Value	Level 2 Fair Value	Level 3 Fair Value
Investments					
	Total return swaps	\$ 32,230	\$ -	\$ (19)	\$ -
	Options (over-the-counter)	383,094	-	1,169	-
TOTAL DERIVATIVES, 2011			\$ -	\$ 1,150	\$ -

The following table provides detailed information on the effect of the derivatives had on the overall performance of the investment portfolio which is reflected in the consolidated statement of activities:

Location	Derivative Type	2012	2011
Investment Income			
	Options (over the counter)	\$ (27,738)	\$ 48,254
	Futures contracts	(10,255)	27,029
		\$ (37,993)	\$ 75,283
Unrealized gains (losses)			
	Options (over the counter)	\$ (4,613)	\$ (1,133)
	Total return swaps	(2,866)	230
		\$ (7,479)	\$ (903)
EFFECT OF DERIVATIVES		\$ (45,472)	\$ 74,380

7. PROPERTY, PLANT, EQUIPMENT, AND BOOKS

Property, plant, equipment and books are stated at cost, less accumulated depreciation. Depreciation is computed on the straight-line method over the estimated useful life of 40 years for buildings, 5 to 12 years for equipment, and 10 years for books.

Components of property, plant, equipment and books are as follows:

	2012	2011
Land and land improvements	\$ 38,359	\$ 38,875
Building and building improvements	1,137,051	1,129,256
Equipment and software	266,343	284,847
Library books	37,067	35,865
Construction-in-progress	27,818	7,898
	1,506,638	1,496,741
Less: accumulated depreciation	(776,001)	(751,481)
TOTAL PROPERTY, PLANT, EQUIPMENT AND BOOKS, NET	\$ 730,637	\$ 745,260

The above assets include \$492,376 leased from the Ohio Higher Education Facility Commission (OHEFC). The University may purchase each of the leased assets for a nominal amount at the end of the lease period. Therefore, these assets have been capitalized and are included in the above listing. Also included in

the University's consolidated financial statements is the obligation for related bonds issued by the OHEFC.

Depreciation expense included in the Statement of Activities is \$63,356 (2012) and \$65,364 (2011).

8. NOTES AND BONDS PAYABLE

Notes and bonds payable are as follows:

		Interest Rate	Maturity	2012	2011
Ohio Higher Education Facility Commission revenue notes and bonds:	Series 1988	7.85 - 7.90%	2011-2013	\$ 12,334	\$ 17,821
	Series 1990	6.50 - 7.13%	2011-2020	11,650	11,650
	Series 1994	6.00 - 6.25%	2014-2018	20,000	20,000
	Series 1997	4.90 - 6.25%	2011-2014	5,105	6,525
	Series 2001	Variable	2011-2022	12,200	12,615
	Series 2002A	Variable	2023-2031	64,875	64,875
	Series 2004A	3.625 - 5.00%	2016-2034	75,670	75,670
	Series 2006	3.75 - 5.25%	2012-2044	82,490	82,490
	Series 2008A	Variable	2030-2044	60,000	60,000
	Series 2008B	Variable	2030-2044	67,500	67,500
	Series 2008C	4.00 - 5.00%	2014-2033	50,490	50,490
U.S. Government housing bonds:	Series 1966	3.00 - 3.50%	2011-2016	535	665
	Series 1971	3.00%	2011-2016	-	535
Ohio Higher Education Facility Commission commercial paper:		.25 - .43%	2030	63,000	63,000
Ohio Higher Education Facility Commission capital lease:		6.75%	2011-2018	467	543
		4.12%	2011-2018	5,205	5,890
Compass Group USA, Inc.		-n/a-	2011-2019	2,400	2,850
HUD Loan:	Part A	4.96%	2011-2041	12,082	12,268
	Part B	5.33%	2011-2041	4,163	4,224
TOTAL LIABILITY				550,166	559,611
Unamortized Bond Premium					
Ohio Higher Education Facility Commission:	Series 2004A			1,703	1,860
	Series 2006			6,487	6,909
	Series 2008C			1,622	1,799
TOTAL UNAMORTIZED BOND PREMIUM				\$ 9,812	\$ 10,568
TOTAL NOTES AND BONDS PAYABLE				\$ 559,978	\$ 570,179

The fair market value of the University's notes and bonds payable is approximately \$578,290 (2012) and \$575,020 (2011). These

values were estimated utilizing the discounted future cash outflows at rates for similar debt.

The U.S government housing bonds are collateralized by securities and pledges of net revenues from the University's student housing and dining facilities.

The Ohio Higher Education Facility Commission (OHEFC) authorized a \$63,000 tax-exempt commercial paper program in February 2000 to provide construction funds for several approved capital projects and to refinance earlier projects. In November 2008, the OHEFC authorized a \$27,000 expansion of that program, to a total size of \$90,000, to provide funding for future projects. The University has issued no additional commercial paper pursuant to the \$27,000 of new authority, and the amount outstanding under this program as of June 30 is \$63,000, with maturities not exceeding 270 days from the issuance date. All commercial paper issued under the terms of the program must mature no later than February 1, 2030. The annualized interest cost and credit facility expense for this program was 0.83% (2012) and 0.97% (2011).

The University has total revolving lines of credit in the amount of \$60,000 with two financial institutions of \$30,000 each to finance working capital. Both lines are subject to review and renewal annually. There were no amounts outstanding at June 30, 2012.

In May 2008, the OHEFC series 2008 bonds were issued to refinance the OHEFC series 2004B bonds. The amount refinanced was \$177,826. The variable portion of the debt is supported by two lines of credit with financial institutions. The unamortized balance of deferred financing fees is included in prepaid expenses and other assets. The balance was \$1,242 (2012) and \$1,284 (2011).

Principal payment requirements for bonds, notes, and capital lease obligations for the next five years and thereafter are as follows:

Year	Scheduled Principal Payments	Outstanding VRDO's	Total Maximum Principal Payments
2013	\$ 11,351	\$ 111,915	\$ 123,266
2014	11,182	48,915	60,097
2015	11,755	48,915	60,670
2016	12,593	28,915	41,508
2017	13,434	28,915	42,349
Thereafter	489,851	(267,575)	222,276
TOTAL	\$ 550,166	\$ -	\$ 550,166

The University has letter of credit agreements, standby bond purchase agreements and a liquidity agreement with various financial institutions to purchase the University's variable rate demand obligations ("VRDO's") and commercial paper if they cannot be remarketed. Outstanding VRDO's in the above table represent amounts payable in the event that bonds are tendered but not successfully remarketed.

Interest expense, including those amounts for interest rate swap agreements (Note 12), was \$21,090 (2012) and \$22,812 (2011).

Certain borrowing agreements require that the University comply with certain covenants. The University is in compliance with these provisions as of June 30, 2012.

9. RETIREMENT PLANS

The University has both defined benefit and defined contribution pension plans for its employees. In accordance with provisions of the Employee Retirement Income Security Act of 1974 ("ERISA"), the University has established a trust to hold plan assets for its defined benefit plan. The funded status of the University's defined benefit plan is as follows:

	2012	2011
Benefit obligation at June 30	\$ 188,337	\$ 126,867
Fair value of plan assets at June 30	125,046	104,285
FUNDED STATUS AT JUNE 30	\$ (63,291)	\$ (22,582)
Accumulated benefit obligation	\$ 186,742	\$ 125,983

Benefit plan costs for the defined benefit plan are as follows:

	2012	2011
Net periodic benefit cost	\$ 6,167	\$ 5,486
Employer contributions	21,113	4,416
Benefits paid	3,681	5,192

Estimated benefits expected to be paid under the defined benefit plan for the next five years are as follows:

Fiscal 2013	\$	4,377
Fiscal 2014	\$	5,047
Fiscal 2015	\$	4,961
Fiscal 2016	\$	5,706
Fiscal 2017	\$	6,058

Amounts expected to be paid between 2018 and 2022 total \$39,217. The University's estimated employer contribution for the defined benefit plan in fiscal 2013 will depend on the results of the July 1, 2012 actuarial valuation and is estimated to be \$9,200.

Weighted-average assumptions used to determine the benefit obligation and benefit plan costs are as follows:

	2012	2011
BENEFIT OBLIGATION		
Discount rate	4.50%	6.00%
Rate of compensation increase	4.25%	4.25%
Measurement date	6/30/12	6/30/11
Census date	7/1/11	7/1/10
NET PERIODIC BENEFIT COST		
Discount rate	6.00%	6.25%
Expected return on plan assets	8.50%	8.50%
Rate of compensation increase	4.25%	4.25%

The expected long-term rate of return for the defined benefit plan was estimated using market benchmarks for equities and bonds applied to the plan's target asset allocation. The expected return on equities was computed utilizing a valuation framework that projected future returns based on current equity valuations rather than historical returns. Management estimated the rate by which the plan assets would outperform the market in the future based on historical experience adjusted for changes in asset allocation and expectations for overall lower future returns on equities compared to past periods.

The investment objective for the defined benefit plan is to maximize total return with tolerance for slightly above average risk, in order to meet the obligations that the University has to its plan beneficiaries. To accomplish this objective, the University has established a broadly-diversified asset allocation strategy that includes absolute return strategies (combination of fixed income and equity securities) (50%), equity investments (30%), bonds and cash (16%), and real estate (4%). The weightings of the investments relative to each other in the total portfolio fluctuate as market conditions vary; they are adjusted regularly to remain within acceptable ranges.

The weighted-average asset allocation for the defined benefit plan is as follows:

	2012	2011
Equity securities	60.00%	63.00%
Fixed income securities	25.00%	31.00%
Real estate	4.00%	4.00%
Other	11.00%	2.00%
TOTAL ASSET ALLOCATION	100.00%	100.00%

The amounts recognized in the University's consolidated statements of financial position and in unrestricted net assets related to the defined benefit plan are as follows:

	2012	2011
STATEMENT OF FINANCIAL POSITION		
NET LIABILITY	\$ (63,291)	\$ (22,582)
UNRESTRICTED NET ASSETS		
Prior service costs	\$ 160	\$ 398
Actuarial losses	83,555	27,662
AMOUNT RECOGNIZED AS REDUCTION OF UNRESTRICTED NET ASSETS	\$ 83,715	\$ 28,060

The estimated amortization of prior year service costs expected in fiscal 2013 totals \$160.

Components of the net periodic benefit cost and other changes in plan assets that are recognized in the consolidated statement of activities are as follows:

	2012	2011
Change in actuarial losses	\$ 55,893	\$ (10,104)
Amortization of prior service cost	(238)	(286)
TOTAL (GAIN) LOSS RECOGNIZED, UNRESTRICTED NET ASSETS	55,655	(10,390)
Net periodic benefit cost	6,167	5,486
Employer contributions	(21,113)	(4,416)
TOTAL (GAIN) LOSS RECOGNIZED, STATEMENT OF ACTIVITIES	\$ 40,709	\$ (9,320)

Benefit plan costs for the defined contribution plan are \$19,499 (2012) and \$18,833 (2011).

10. COMMITMENTS AND CONTINGENCIES

In its normal operations, the University is subject to various claims and lawsuits. In management's opinion, the resolution of these contingencies will not have a significant adverse effect on the University's financial position, operations, or cash flows.

In April 2006, the Boards of University Hospitals Health System and the University approved a new affiliation agreement between the School of Medicine and University Hospitals of Cleveland ("UHC"). This agreement significantly strengthened the historical relationship between the entities through the creation of the Case Medical Center, a virtual entity that encompasses certain teaching, research and clinical activities of the School of Medicine and UHC.

In May 2002, the University entered into an agreement with the Cleveland Clinic Foundation ("CCF") to form a new medical education and research program, the Cleveland Clinic Lerner College of Medicine ("CCLCM"). Beginning in 2004, research grants from the National Institutes of Health to support work by

CCF-based investigators were awarded to and administered through the University by CCLCM, which operates as an academic unit of the School of Medicine. Expenditures for research conducted under this joint agreement totaled \$98,309 (2012) and \$100,098 (2011).

The University is self-insured for workers compensation and employee and student medical coverage. Property is commercially insured with an aggregate deductible of \$700. The University also carries general liability insurance with a deductible of \$100 per occurrence. The University believes its reserves for self-insured risks and the deductible portion of insured risks are sufficient.

The expected cost to complete construction in progress is approximately \$19,825.

11. RELATED PARTY TRANSACTION

In 1998, the University entered into a thirty-year agreement with the Medical Center Company (a cooperative utility company formed by and serving institutions in the University Circle area) to purchase chilled water and other utilities for several University

buildings. The amounts purchased were \$21,998 (2012) and \$23,108 (2011). No obligation associated with this agreement is recorded in the accompanying consolidated financial statements.

12. DERIVATIVES AND OTHER FINANCIAL INSTRUMENTS

The University uses floating-to-fixed interest rate swap agreements of various durations to manage both its funding cost and the interest rate risk associated with variable rate debt.

Under these swap agreements, the University pays a fixed rate and receives from its counterparty a variable rate payment, each calculated by reference to specified notional principal amounts during the agreement period. Operations are charged the variable rate interest on the corresponding bonds; the difference between the fixed and variable interest amounts under the swap agreements is recorded in non-operating revenues and expenses as investment and other income.

The University follows accounting guidance that defines fair value, establishes a framework for measuring fair value and expands disclosure requirements about fair value measurements, including derivatives. The University's interest rate swaps are valued by an independent swap consultant that uses the mid-market levels, as of the close of business, to value the agreements. The valuations provided are derived from proprietary models based upon well-recognized financial principles and reasonable estimates about relevant future market conditions and the University's credit worthiness. The University's interest rate swap arrangements have inputs that can

generally be corroborated by market data and are classified as Level 2 in the fair value hierarchy.

At June 30, 2012 the University has five interest rate swap agreements. Net payments or receipts under the swap agreements are recorded as adjustments to investment and other income and the incremental expense is disclosed in the table below. Under one agreement in effect at June 30, 2012, the counterparty pays the University a variable interest rate equal to the Securities Industry and Financial Markets Association (SIFMA) index, and under four other agreements, the counterparty pays a variable interest rate equal to a percentage of the one month London Interbank Offered Rate (LIBOR).

The following table provides detailed information on the interest rate swaps at June 30, 2012, with comparative fair values for June 30, 2011. The number of swaps is reported based on notional amount. Information related to the interest rate swap agreements to which the University is a party, including the associated OHEFC borrowing, where applicable, and the liability recognized in the consolidated statements of financial position in deferred income and other liabilities are as follows:

Notional Amount	Interest Rate	Commencement	Termination Date	Basis	2012	2011
					Level 2 Fair Market Value	
\$ 12,200	4.34%	Aug. 12, 2004	Oct. 1, 2022	LIBOR	\$ (2,646)	\$ (1,507)
15,000	4.43%	Jun. 5, 2002	Jun. 5, 2022	LIBOR	(4,321)	(2,945)
15,000	3.60%	Sept. 25, 2002	Sept. 25, 2022	LIBOR	(3,254)	(1,799)
35,000	3.81%	Aug. 4, 2004	Aug. 1, 2034	LIBOR	(11,795)	(5,615)
100,000	3.37%	Jan. 3, 2012	Jan. 1, 2017	SIFMA	(12,022)	-
100,000	3.37%	Jan. 2, 2007	Jan. 1, 2012	SIFMA	-	(1,850)
100,000	3.37%	Jan. 1, 2012	Jan. 1, 2017	SIFMA	-	(6,855)
TOTAL INTEREST RATE SWAP AGREEMENT LIABILITY					\$ (34,038)	\$ (20,571)

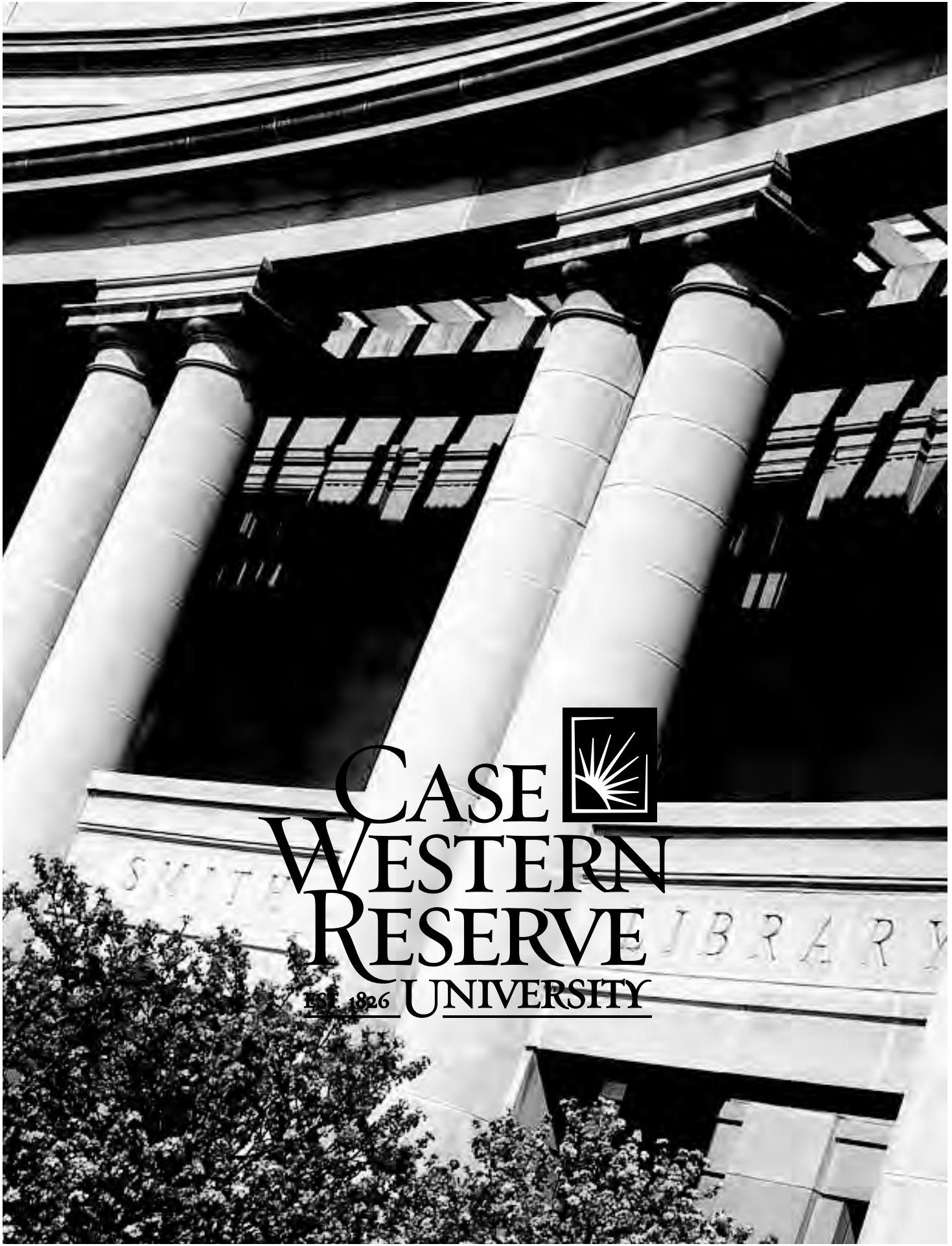
Changes in the fair value of derivative instruments are recorded in non-operating revenues and expenses as investment and other income. The provisions of the swap agreements require that on a weekly basis the University place into an escrow fund collateral sufficient to limit the counter-party's financial exposure to the University to no more than \$20,000. The University had

placed \$17,796 (2012) and \$2,472 (2011) into such a fund, which is shown in Cash and cash equivalents on the consolidated statements of financial position.

Interest expense recorded for the swap agreements in the non-operating activities for the year ended June 30 was \$6,161 in 2012 and \$6,038 in 2011.

13. SUBSEQUENT EVENTS

The University has performed an evaluation of subsequent events through September 29, 2012, the date on which the consolidated financial statements were issued. As of the issuance of these financial statements, the University has begun the underwriting process to issue up to \$30 million of State of Ohio Higher Education Facility Revenue Refunding Bonds. The bond proceeds will be placed into escrow to refund certain portions of certain outstanding State of Ohio Higher Educational Facility Revenue Bonds Series 2004A as well as portions of obligations under a Master Lease and Sublease in the Ohio Higher Education Facility Commission capital lease. All proceeds will be used for refinancing and will not be used for additional spending or placed on the statement of financial position. This issuance is expected to be concluded in the 2nd quarter of Fiscal Year 2013.



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APPENDIX C

CERTAIN DEFINED TERMS AND SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT, THE LEASE AND THE TAX AGREEMENT

The following are summaries of the Trust Agreement, the Lease and the Tax Agreement. These summaries do not purport to set forth all of the provisions of such documents, to which reference is made for the complete and actual terms thereof.

Certain terms used in the Trust Agreement, the Lease, the Base Lease, the 2004 Bonds Escrow Agreement, the 2006 Lease Escrow Agreement and the Tax Agreement are defined below unless otherwise defined herein or the context clearly indicates otherwise. When and if such terms are used in this Offering Circular they shall have the meanings set forth below. Any capitalized term used in this Offering Circular regarding the Trust Agreement, the Lease and the Tax Agreement and not defined herein shall have the meaning given such term by the Trust Agreement, the Lease and the Tax Agreement.

"Act" means Chapter 3377 and Sections 9.98 through 9.983 of the Revised Code.

"Additional Payments" means the amounts required to be paid by the University pursuant to the provisions of Section 3.2 of the Lease.

"Assignment" means, the Assignment of Rights Under Lease dated as of November 1, 2012 from the Commission, as assignor, to the Trustee, as assignee, as amended or supplemented from time to time, relating to the Bonds.

"Authenticating Agent" means the Trustee and the Registrar and any other bank, trust company or Person designated as an Authenticating Agent for the Bonds by or in accordance with Section 6.13 of the Trust Agreement, each of which shall be a transfer agent registered in accordance with Section 17A(c) of the Securities Exchange Act of 1934, as amended.

"Base Lease" means the Base Lease dated as of November 1, 2012 between the University, as lessor, and the Commission, as lessee, as amended or supplemented from time to time, relating to the Bonds.

"Bond Counsel" means any attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds acceptable to the Commission.

"Bond Documents" means, as applicable, the Base Lease, the Lease, the 2004 Bonds Escrow Agreement, the 2006 Lease Escrow Agreement, the Guaranty, the Tax Agreement, the Assignment, the Trust Agreement and the Bond Purchase Agreement.

"Bond Fund" means the Bond Fund created under the Trust Agreement and held by the Trustee.

"Bond Legislation" means the resolution adopted by the Commission providing for the issuance of the Bonds and approving the Base Lease, the Lease, the Trust Agreement, the 2004 Bonds Escrow Agreement, the 2006 Lease Escrow Agreement, the Assignment, the Bond Purchase Agreement and related matters, as that resolution may from time to time be amended or supplemented.

"Bond Purchase Agreement" means the Bond Purchase Agreement providing for the sale of the Bonds among Morgan Stanley & Co. LLC, as Underwriter, the University and the Commission.

"Bond Service Charges" means, for any period or payable at any time, the principal of (whether on an Interest Payment Date, at stated maturity, by mandatory redemption, if any, by acceleration or otherwise) and premium, if any, and interest on the Bonds for that period or due and payable at that time as the case may be.

"Bonds" or **"Bond"** means, the State of Ohio Higher Educational Facility Revenue Refunding Bonds (Case Western Reserve University Project) 2012 Series A, issued by the Commission pursuant to the Trust Agreement, including any portion thereof or any beneficial interest therein, as applicable.

"Book entry form" or **"book entry system"** means, with respect to the Bonds, a form or system, as applicable, under which (i) the ownership of beneficial interests in Bonds and Bond Service Charges may be transferred only through a book entry and (ii) physical Bond certificates in fully registered form are registered only in the name of a Depository or its nominee as Holder, with the physical Bond certificates "immobilized" in the custody of the Depository. The book entry system is maintained by and is the responsibility of the Depository and is not the responsibility of the Commission or the Trustee. The book entry is the record that identifies, and records the transfer of the interests of, the owners of beneficial (book entry) interests in the Bonds.

"Business Day" means any day other than (i) a Saturday or a Sunday, (ii) a day on which the Trustee is required or is authorized to close or is not prohibited from closing, by law (including without limitation, executive orders) and is closed, (iii) any day on which the Federal Reserve Bank of Cleveland is closed or (iv) a day on which the Depository is closed.

"Code" means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that section.

"Commission" means the Ohio Higher Educational Facility Commission, a body both corporate and politic, constituting an agency or instrumentality of the State.

"Continuing Disclosure Agreement" means the Continuing Disclosure Agreement dated as of November 1, 2012 between the University and the Trustee relating to the Bonds and as amended or supplemented from time to time.

"Default" means any circumstance that, with the passage of time or the giving of notice or both, would constitute an "Event of Default" under the applicable Bond Document.

"Defeasance Obligations" means

(a) Direct Obligations;

(b) certificates or receipts representing direct ownership of future interest or principal payments on direct obligations of, or obligations fully guaranteed by, the United States of America or any of its agencies or instrumentalities the obligations of which are backed by the full faith and credit of the United States of America, which obligations are (i) held by a custodian in safekeeping on behalf of the holder of such receipts and (ii) rated or assessed in the highest category for long-term debt by a Rating Service then maintaining a rating on the Bonds; or

(c) obligations of any state or any political subdivision of any state, other than the Commission, which are rated in the highest category for long-term debt by a Rating Service, the interest on which is excluded from gross income for federal income tax purposes and the full and timely payment of the principal of and any premium and the interest on which is fully and unconditionally payable from obligations of the character described in (a) or (b) above.

"Depository" means The Depository Trust Company (a limited purpose trust company), New York, New York, until any successor Depository shall have become such pursuant to the applicable provisions of the Trust Agreement and, thereafter, "Depository" shall mean the successor Depository. Any Depository shall be a securities depository that is a clearing agency under federal law operating and maintaining, with its participants or otherwise, a

book entry system to record ownership of beneficial interests in Bonds or Bond Service Charges, and to effect transfer of Bonds, in book entry form.

"Direct Obligations" means direct obligations of the United States of America (whether in certificated or book-entry form), and securities the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America, provided that the full faith and credit of the United States of America must be pledged to any such direct obligation or guarantee.

"Eligible Investments" means, to the extent permitted by law:

- (a) Direct Obligations;
- (b) direct obligations and fully guaranteed certificates of beneficial interest of the Export-Import Bank of the United States; senior debt obligations of the Federal Home Loan Banks; certificates of beneficial ownership of the Rural Economic Community Development Administration (formerly the Farmers Home Administration ("FMHA")); participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation ("FHLMCs") rated, at the time of purchase, "Aaa" by Moody's and "AAA" by Standard & Poor's; debentures of the Federal Housing Administration; mortgage-backed securities (except stripped mortgage securities that are valued greater than par on the portion of unpaid principal at the time of purchase) and senior debt obligations of the Federal National Mortgage Association ("FNMA's") rated, at the time of purchase, "Aaa" by Moody's and "AAA" by Standard & Poor's; participation certificates of the General Services Administration; guaranteed mortgage-backed securities and guaranteed pass-through obligations of the Government National Mortgage Association ("GNMA's"); senior debt obligations of the Student Loan Marketing Association; project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing & Urban Development; guaranteed Title XI financings of the U.S. Maritime Administration; and Resolution Funding Corporation obligations;
- (c) direct obligations of any state of the United States of America or any subdivision or agency thereof whose long-term, unsecured, uninsured and unguaranteed general obligation debt is rated, at the time of purchase, "Aa" or better by Moody's and "AA" or better by Standard & Poor's, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose long-term, unsecured, uninsured and unguaranteed general obligation debt is rated, at the time of purchase, "Aa" or better by Moody's and "AA" or better by Standard & Poor's;
- (d) commercial paper (having original maturities of not more than 270 days) rated, at the time of purchase, "Prime-1" or better by Moody's and "A-1" or better by Standard & Poor's;
- (e) unsecured certificates of deposit (including those placed by a third party pursuant to an agreement between the Trustee and the University), demand deposits (including interest-bearing money market accounts, trust accounts, overnight bank deposits and interest-bearing deposits), trust deposits, time deposits or bankers acceptances (in each case having maturities of not more than 360 days) of any domestic bank (including the Trustee and its respective affiliates) including a branch office of a foreign bank, which branch office is located in the United States, provided that legal opinions are received to the effect that full and timely payment of such deposit or similar obligation is enforceable against the principal office or any branch of such bank, which, at the time of purchase, has a short-term "Bank Deposit" rating of "Prime-1" or "A-3" or better by Moody's and a "Short-Term CD" rating of "A-1" or better by Standard & Poor's;
- (f) deposits of any bank or savings and loan association (including the Trustee and its respective affiliates) that has combined capital, surplus and undivided profits of not less than \$30,000,000, provided that such deposits are continuously and fully insured by the Bank Insurance Fund or the Savings Association Insurance Fund of the Federal Deposit Insurance Corporation ("FDIC");

(g) investments in money-market funds (including those for which the Trustee or any of its affiliates provide services for a fee, whether as an investment advisor, custodian, transfer agent, registrar, sponsor, distributor, manager or otherwise) registered under the Federal Investment Company Act of 1940, as amended, whose shares are registered under the Federal Securities Act of 1933, as amended, rated, at the time of purchase, "AAAm", "AAAm-G" or "AAm" or the equivalent by Moody's or Standard & Poor's, provided that if such money-market funds of the Trustee are not rated, such funds shall be invested only in Direct Obligations;

(h) repurchase agreements collateralized by Direct Obligations, GNMA's, FNMA's or FHLMA's (the "Collateral Securities") with any registered broker/dealer subject to the jurisdiction of the Securities Investors' Protection Corporation or any commercial bank whose deposits are insured by the FDIC (including the Trustee or any broker/dealer affiliated with the Trustee), if such broker/dealer or bank has an uninsured, unsecured and unguaranteed obligation, at the time of purchase, rated "Prime-1" or "A3" or better by Moody's, and "A-1" or "A" or better by Standard & Poor's, provided that:

(i) a master repurchase agreement or other specific written repurchase agreement governs the transaction; and

(ii) the Collateral Securities are held free and clear of any lien by the Trustee (as may be evidenced by an opinion of counsel acceptable to the Trustee) or an independent third party acting solely as agent ("Agent") for the Trustee, and such third party is (1) a Federal Reserve Bank, or (2) a bank that is a member of the FDIC and has combined capital, surplus and undivided profits of not less than \$50,000,000; and

(iii) the Trustee receives an opinion of counsel acceptable to the Trustee that a perfected first security interest under the Uniform Commercial Code is created in, or book entry procedures prescribed at 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. are followed with respect to, the Collateral Securities for the benefit of the Trustee; and

(iv) the repurchase agreement has a term of 30 days or less, and the Trustee or the Agent will value the Collateral Securities no less frequently than weekly and will liquidate the Collateral Securities if any deficiency in the required collateral percentage is not restored within two Business Days of such valuation; and

(v) the fair market value of the Collateral Securities in relation to the amount of the repurchase obligation, including principal and interest, is equal to at least 104%, provided that it shall be 105% if the Collateral Securities are FNMA's or FHLMA's;

(i) investment agreements with a bank, insurance company or other provider (including the Trustee or any affiliate of the Trustee) that has an unsecured, uninsured and unguaranteed obligation (or claims-paying ability) rated "A3" or better by Moody's and "A-" or better by Standard & Poor's at the time of purchase, or is a lead bank of a parent bank holding company with an uninsured, unsecured and unguaranteed obligation meeting such rating requirements, provided that:

(i) interest is paid at least semiannually at a fixed rate during the entire term of the agreement, consistent with bond payment dates,

(ii) money invested thereunder may be withdrawn without any penalty, premium or charge upon not more than one day's notice (provided such notice may be amended or canceled at any time prior to the withdrawal date),

(iii) the agreement is not subordinated to any other obligations of such bank, insurance company or other provider,

(iv) the same guaranteed interest rate will be paid on any future deposits made to restore the reserve to its required amount, and

(v) the Trustee receives an opinion of counsel that such agreement is an enforceable obligation of such bank, insurance company or other provider;

(j) corporate notes or bonds rated, at the time of purchase, "A" or better by Moody's and "A" or better by Standard & Poor's;

(k) such other investments as may be permitted under State and federal law, provided that such investments shall be made only for the purpose of preventing any Bonds from becoming "arbitrage bonds" under Section 148 of the Code, and provided further that prior to such investment, the Trustee or University Representative, as the case may be, shall have obtained the written opinion of bond counsel that such investment will not affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Investments or deposits in certificates of deposit or in investment contracts shall not be made without complying with Treasury Regulations § 1.148-5(d) (6) (ii) and (iii), respectively, or with any successor provisions thereto or other similar applicable provisions. In determining whether the rating assigned by a Rating Service to an investment complies with the rating categories provided in this definition of Eligible Investments, the rating category shall be determined at the time of investment without regard to any numerical or plus or minus modifier, unless otherwise expressly provided above.

"Escrow Fund" means, as applicable, the Escrow Fund and the accounts therein created under the 2004 Bonds Escrow Agreement or 2006 Lease Escrow Agreement; together, the "Escrow Funds."

"Event of Default" means an Event of Default as defined in the applicable Bond Document.

"Executive" means the Chairman, Vice Chairman, Secretary or Deputy Secretary of the Commission.

"Guaranty" means the Guaranty Agreement dated as of November 1, 2012 between the University and the Trustee, as amended or supplemented from time to time, relating to the Bonds.

"Holder" or **"Holder of a Bond"** or **"Bondholder"** means the Person in whose name a Bond is registered on the Register.

"Independent Counsel" means any attorney or firm of attorneys who is (i) duly admitted to practice law before the highest court of the State, (ii) not a full-time employee of the Commission, the University or the Trustee and (iii) acceptable to the Trustee.

"Interest Payment Date" or **"Interest Payment Dates"** means June 1 and December 1 of each year, commencing June 1, 2013, or any other date on which any Bond Service Charges shall be due and payable, whether at maturity, upon acceleration, call for redemption, or otherwise.

"Interest Rate for Advances" means a rate that is 1% per year in excess of the rate of interest that the principal bank affiliated with the Trustee announces from time to time as its prime or base lending rate, in its commercial lending capacity at its principal office in New York, New York, such rate changing automatically and immediately from time to time as of the effective date of each such announced change, provided that a successor trustee and an Executive, on behalf of the Commission, may agree that the Interest Rate for Advances may be based on the prime or base lending rate of such successor trustee or on a bank designated by such successor trustee.

"Issuance Expenses Fund" means the Issuance Expenses Fund created under the Trust Agreement.

"Lease" means the Lease dated as of November 1, 2012 between the Commission, as lessor, and the University, as lessee, relating to the Bonds.

"Offering Circular" means this Offering Circular with respect to the Bonds.

"Outstanding Bonds", **"Bonds outstanding"** or **"outstanding"** as applied to the Bonds means, as of the applicable date, all Bonds that have been authenticated and delivered, or are being delivered, by the Trustee under the Trust Agreement, except:

- (a) Bonds cancelled upon surrender, exchange or transfer, or cancelled because of payment or redemption on or prior to that date;
- (b) Bonds, or the portion thereof, for the payment, redemption or purchase for cancellation of which sufficient money shall have been deposited and credited with the Trustee or any Paying Agents on or prior to that date for that purpose (whether upon or prior to the maturity or redemption date of those Bonds); provided that, if any of those Bonds are to be redeemed prior to their maturity, notice of that redemption shall have been given or arrangements satisfactory to the Trustee shall have been made for giving notice of that redemption, or waiver by the affected Holders of that notice satisfactory in form to the Trustee shall have been filed with the Trustee;
- (c) Bonds, or the portion thereof, that are deemed to have been paid and discharged or caused to have been paid and discharged pursuant to the provisions of the Trust Agreement; and
- (d) Bonds in lieu of which others have been authenticated under Section 3.02 of the Trust Agreement.

"Paying Agent" means any bank or trust company designated as a Paying Agent for the Bonds by or in accordance with the Trust Agreement.

"Permitted Encumbrances" as of any particular time:

- (a) the Base Lease and the Lease relating to the Bonds and any sublease authorized under such Base Lease and Lease;
- (b) liens for ad valorem taxes, governmental charges and special assessments not then delinquent, or if then delinquent, being contested in accordance with the Lease;
- (c) utility, access and other easements and rights-of-way, mineral rights, restrictions and exceptions that an architect certifies will not interfere with or impair the operations being or to be conducted on the Project (or if no operations are being conducted thereon, the operations for which the Project was designed or last modified);
- (d) security interests, mortgages, easements, restrictions and other encumbrances existing as of the date of delivery of the Base Lease;
- (e) purchase money mortgages, purchase money security interests and other similar interests to the extent permitted by the Lease;
- (f) minor defects, irregularities, encumbrances, easements, rights-of-way and clouds on title of a nature that exist normally with respect to properties of a character similar to that of the Project and that, in the opinion of an architect or Independent Counsel, in the aggregate do not materially and adversely affect the value or marketable title of the Project or impair materially the property affected thereby for the purpose for which it was acquired or is held;
- (g) liens resulting from governmental regulations on the use of the Project;

(h) any other lease between the Commission and the University entered into in connection with bonds issued by the Commission to provide for additional improvements to the Project or for the refunding of all or a portion of the Bonds or in connection with subsequent issues of bonds by the Commission for such purposes;

(i) any lien, mortgage, security interest, lease or other encumbrance otherwise permitted by the Lease and the Trust Agreement or identified in the documents providing for the issuance of (including related base leases, leases and trust agreements) or securing any of the following:

- State of Ohio Higher Educational Facility Revenue Bonds Series 1988, dated as of October 1, 1988 as to Current Interest Bonds and dated as of October 5, 1988 as to Capital Appreciation Bonds
- State of Ohio Higher Educational Facility Revenue Bonds Series 1990, dated as of July 15, 1990 as to Current Interest Bonds and dated as of July 30, 1990 as to Capital Appreciation Bonds
- State of Ohio Higher Educational Facility Revenue Bonds Series 1992, dated as of December 1, 1992
- State of Ohio Higher Educational Facility Revenue Bonds Series 1994, dated as of December 15, 1994
- State of Ohio Higher Educational Facility Revenue Bonds Series 1997, Series A and B, dated as of July 15, 1997
- State of Ohio Higher Educational Facility Revenue Bonds Series 1997, Series C, D and E, dated as of September 15, 1997
- State of Ohio Higher Educational Facility Revenue Bonds Series 2001, dated as of February 28, 2001
- State of Ohio Higher Educational Facility Commercial Paper, dated as of February 1, 2000
- State of Ohio Higher Educational Facility Revenue Bonds Series 2002, Series A and B, dated as of May 15, 2002
- State of Ohio Higher Educational Facility Revenue Bonds (Case Western Reserve University 2004 Project) Series A
- State of Ohio Higher Educational Facility Revenue Bonds (Case Western Reserve University 2004 Project) Series B
- State of Ohio Higher Educational Facility Revenue Bonds (Case Western Reserve University 2006 Project)
- State of Ohio Higher Educational Facility Revenue Refunding Bonds (Case Western Reserve University Project) 2008 Series A
- State of Ohio Higher Educational Facility Revenue Refunding Bonds (Case Western Reserve University Project) 2008 Series B, consisting of the Series 2008B-1 Bonds and the Series 2008B-2 Bonds.
- State of Ohio Higher Educational Facility Revenue Refunding Bonds (Case Western Reserve University Project) 2008 Series C.

"Person" or words importing persons mean firms, associations, partnerships (including without limitation, general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Rating Service" means Moody's Investors Service, Inc. ("Moody's"), Standard & Poor's Ratings Services ("Standard & Poor's") or Fitch Ratings ("Fitch"), each of New York, New York, or their successors, or if any one of which shall be dissolved or no longer assigning credit ratings to long-term debt, then any other nationally recognized entity assigning credit ratings to long-term debt designated by an Executive.

"Rebate Fund" means the Rebate Fund created under the Trust Agreement.

"Refunded Bonds" means the portion of the Series 2004 Bonds to be refunded in accordance with the 2004 Bonds Escrow Agreement.

"Refunded Lease Obligations" means the portion of the obligations under the Master Lease to be refunded in accordance with the 2006 Lease Escrow Agreement.

"Regular Record Date" means the fifteenth day of the month next preceding the month in which an Interest Payment Date applicable to the Bond occurs.

"Register" means the books kept and maintained by the Registrar for the registration and transfer of Bonds pursuant to the Trust Agreement.

"Registrar" means the Trustee, until a successor Registrar shall have become such pursuant to applicable provisions of the Trust Agreement; each Registrar shall be a transfer agent registered in accordance with Section 17A(c) of the Securities Exchange Act of 1934, as amended.

"Rental Payment Date" means each Interest Payment Date.

"Rental Payments" means the amounts required to be paid by the University to the Trustee pursuant to the Lease and the Assignment.

"Revenues" means (a) Rental Payments, (b) amounts held in, or for the credit of, the Special Funds, (c) all other rentals, revenue, income, charges and money received or to be received by the Commission, or the Trustee for the account of the Commission, from the lease, sale or other disposition of the Project (except Additional Payments), and (d) all income and profit from the investment of the Rental Payments and the Special Funds and such other money. The term "Revenues" does not include any money or investments in the Escrow Funds, Rebate Fund or the Issuance Expenses Fund.

"Revised Code" means the Revised Code of the State of Ohio.

"Special Funds" means the Bond Fund and any other funds or accounts permitted by, established under or identified in the Trust Agreement or the Bond Legislation, except the Escrow Funds, the Rebate Fund and the Issuance Expenses Fund.

"State" means the State of Ohio.

"Tax Agreement" means the Tax Certificate and Agreement relating to the Bonds among the Commission, the University and the Trustee, as amended or supplemented from time to time.

"Tax-Exempt Organization" means an organization described in Section 501(c)(3) of the Code and is exempt from federal income taxation under Section 501(a) of the Code or is a governmental unit.

"Trust Agreement" means the Trust Agreement dated as of November 1, 2012 securing the Bonds, between the Commission and the Trustee, as amended or supplemented from time to time.

"**Trustee**" means the Trustee under the Trust Agreement, originally The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and validly existing under the laws of the United States of America, and any successor Trustee, as determined or designated under the Trust Agreement.

"**Unassigned Rights**" means the rights of the Commission under the Base Lease and the Lease that are not assigned to the Trustee, consisting of the rights of the Commission (i) to receive Additional Payments, (ii) to be held harmless and to be indemnified, (iii) to be reimbursed for attorney's fees and expenses, to the extent permitted by law, (iv) to give or withhold consent to amendments of the Base Lease and the Lease, (v) to enter into subsequent lease of the Project as and to the extent provided in the Lease and (vi) to enforce those rights.

"**University**" means Case Western Reserve University, an Ohio nonprofit corporation and an educational institution, as defined in the Act, and its lawful successors and assigns, including without limitation any surviving, resulting or transferee corporation or entity, as permitted under the Lease.

"**2004 Bonds Escrow Agreement**" means the Escrow Agreement relating to the Refunded Bonds dated as of November 1, 2012, among the Commission, the University and The Bank of New York Mellon Trust Company, N.A., as escrow agent, as amended or supplemented from time to time.

"**2006 Lease Escrow Agreement**" means the Escrow Agreement relating to the Refunded Lease Obligations dated as of November 1, 2012, among the Commission, the University and The Bank of New York Mellon Trust Company, N.A., as escrow agent, as amended or supplemented from time to time.

THE TRUST AGREEMENT

The following is a summary of certain provisions of the Trust Agreement. Such summary does not purport to be complete or definitive and reference is made to the Trust Agreement for a full and complete statement of the terms and provisions and for the definition of capitalized terms used in this summary and not otherwise defined under "Certain Defined Terms and Summary of Certain Provisions of the Trust Agreement, the Lease and the Tax Agreement."

Pledge and Assignment. In order to secure the payment of the principal of, and interest and premium, if any, on the Bonds issued under the Trust Agreement whether on an Interest Payment Date, at maturity, upon acceleration or upon redemption according to their tenor and effect, and to secure the performance and observance by the Commission of all the covenants and obligations contained in the Trust Agreement and in the Bonds, the Commission assigns to the Trustee all of the Commission's rights to, and interests in, the Revenues, (except for the Unassigned Rights) the Lease, (except for the Unassigned Rights and effective only upon an Event of Default under the Lease and for so long as such an Event of Default continues to exist) the Base Lease and the Guaranty.

Replacement Bonds. If any Depository determines not to continue to act as a Depository for the Bonds for use in a book entry system or the Commission at the request of the University determines to terminate the services of any Depository (after determining that the continuation of such book entry system services by such Depository is not in the best interests of the Commission, the University or the beneficial owners of the Bonds), the Commission, at the request of the University, may attempt to have established a securities depository/book entry system relationship with another qualified Depository under the Trust Agreement. If the Commission does not or is unable to do so, the Commission and the Trustee, after the Trustee has made provision for notification of the owners of beneficial interests in the Bonds by appropriate notice to the then Depository, shall withdraw the Bonds from the Depository, and shall prepare, sign, authenticate and deliver Bond certificates in fully registered form to the assignees of the Depository or its nominee. Such withdrawal, preparation, signing, authentication and delivery shall be at the cost and expense (including costs of printing or otherwise preparing, and delivering, such replacement Bonds), of the University.

Books. The Commission will cause books for the registration and registration of transfer of the Bonds as provided in the Trust Agreement to be kept by the Registrar.

Transfer and Exchange. The Bonds shall be transferred and exchanged as provided in the Trust Agreement, provided that the transfer or exchange of any Bonds subject to redemption is not required to be made (i) between the fifteenth day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) of a particular Bond selected for redemption (in whole or in part). The ownership of a Bond will be transferable only by presentation and surrender of such Bond at the office of the Registrar, together with an assignment duly signed by the Holder of that Bond or by his duly authorized attorney in a form satisfactory to the Registrar. Upon any such transfer, the Registrar will deliver, in exchange for that Bond, a new Bond registered in the name of the transferee, in the aggregate principal amount equal to the unmatured and unredeemed principal amount of the Bond presented.

As a condition to the exchange or transfer of any Bond, the Commission or the Registrar may charge the Holder for any tax or excise required to be paid with respect to the exchange or transfer.

Nonpresentation of Bonds. In the event that any Bond shall not be presented for payment when the principal thereof becomes due in whole or in part, either at stated maturity or by redemption, or check or draft for interest is uncashed, if money sufficient to pay the principal then due of that Bond or of such check or draft has been made available to the Trustee for the benefit of its Holder, all liability of the State or the Commission to that Holder for such payment of the principal then due on the Bonds or of such check or draft thereupon shall cease and be discharged completely. Thereupon, it shall be the duty of the Trustee to hold that money, without liability for interest thereon, in a separate account in the Bond Fund for the exclusive benefit of the Holder, who shall be restricted thereafter exclusively to that money for any claim of whatever nature on its part under the Trust Agreement or on, or with respect to, the principal then due of that Bond or of such check or draft. All money held by the Trustee and subject to Section 5.07 of the Trust Agreement shall be held uninvested and without liability for interest thereon.

Pursuant to the Trust Agreement, the Commission authorizes and directs the Trustee to, and the Trustee shall, transfer to the University any money that shall be so held by the Trustee and that remains unclaimed by the Holder of a Bond not presented for payment or check or draft not cashed for a period of four years after the due date thereof. Thereafter, the Holder of that Bond shall look only to the University for payment and then only to the amounts so received by the University without any interest thereon, and the Trustee shall not have any responsibility with respect to that money.

Creation of Funds and Accounts; Deposit of and Use of Money. The Funds and separate Accounts within the Funds created with respect to the Bonds under the Trust Agreement shall be held and administered by the Trustee in accordance with the terms of the Trust Agreement and as described below concerning certain Funds:

Use of Bond Proceeds. The proceeds of the sale of the Bonds will be deposited by the Trustee as follows: to the Bond Fund, proceeds representing accrued interest, if any; to the Issuance Expenses Fund, the amount necessary to pay certain issuance costs (see “PLAN OF REFUNDING AND USE OF PROCEEDS – Sources and Uses of Funds”); and to the Escrow Funds, the balance of the proceeds as set forth in the 2004 Bonds Escrow Agreement and 2006 Lease Escrow Agreement.

Issuance Expenses Fund. Money in the Issuance Expenses Fund shall be distributed by the Trustee in accordance with the provisions of the Lease. On the earlier of (i) six months from the date of the Trust Agreement or (ii) the date when all fees, charges and expenses relating to the issuance of the Bonds have been paid or provision for their payment has been made, as certified to the Trustee by the University, the Trustee shall transfer any balance of moneys remaining in the Issuance Expenses Fund to the Bond Fund.

Bond Fund and Escrow Fund. All Rental Payments related to the payment of debt service on the Bonds received from the University or the Commission will be deposited in the Bond Fund. The Bond Fund and the money and Eligible Investments therein shall be used solely and exclusively for the payment of the Bond Service Charges; provided that no part thereof shall be used to redeem any Bonds prior to maturity, except as may be provided otherwise in the Lease or the Trust Agreement. The Escrow Fund and the money and Eligible Investments therein shall be applied as set forth in the respective Escrow Agreement.

Rebate Fund. The Trust Agreement establishes the Rebate Fund that is to be maintained by the Trustee. The provisions relating to rebate under the Code are set forth in the Tax Agreement. The amounts on deposit in the Rebate Fund will not be part of the Revenues assigned under the Trust Agreement to the Trustee.

Investment of Funds. Any money held in the Bond Fund, the Issuance Expenses Fund and the Rebate Fund will, at the direction of the University, be invested or reinvested by the Trustee in Eligible Investments in accordance with the Trust Agreement.

The University has agreed in the Lease to restrict the investment, reinvestment and use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time of issuance of the Bonds, so that the Bonds will not constitute arbitrage bonds under federal tax laws.

An investment made from money credited to the Bond Fund or the Rebate Fund will constitute part of that respective Fund and such respective Fund will be credited with all proceeds of sale and income from such investment.

Lien. The Commission shall not create any lien upon the Revenues, other than the liens created by the Trust Agreement.

Payment of Interest. When Bonds are held in a book entry system registered in the name of the Depository or its nominee, interest on the Bonds will be payable on each Interest Payment Date in immediately available funds wired by the Trustee to the registered owner (the Depository or its nominee) as of the Regular Record Date applicable to that Interest Payment Date.

If and to the extent there is a default in the payment of interest on any Bonds on any Interest Payment Date, that interest in default will cease to be payable to the person who was the Holder of that Bond as of the close of business on the applicable Regular Record Date. When money becomes available for the payment of the defaulted interest, the Trustee will establish a special record date for the payment of that defaulted interest (the "Special Record Date"), which will not be more than 15 nor fewer than 10 days prior to the date of the proposed payment, and the Trustee will cause notice of the proposed payment and Special Record Date to be mailed by first class mail to each Holder at its address as it appears on the Register not fewer than 10 days prior to the Special Record Date. Such notice having been so mailed, the defaulted interest will be payable to the persons who are the Holders of the Bonds at the close of business on that Special Record Date.

Payment of Principal and Premium. When Bonds are held in a book entry system registered in the name of the Depository or its nominee, principal of any premium on the Bonds will be payable on the payment date therefor in immediately available funds wired by the Trustee to the registered owner (the Depository or its nominee).

Redemption. The Bonds shall be subject, pursuant to the terms of the Trust Agreement, to extraordinary optional redemption. (See "THE BONDS – Description of the Bonds – Redemption" for a description of the provisions regarding redemption.)

No Pecuniary Liability. Each and every covenant made in the Trust Agreement is predicated upon the condition that the Commission will not have any pecuniary liability for the payment of the principal of and premium, if any, or interest on the Bonds, or performance of any pledge, mortgage, obligation or agreement created by or arising out of the Trust Agreement or the issuance of the Bonds. Neither the Bonds nor the interest on the Bonds nor any obligation or agreement of the Commission under the Trust Agreement or the other Bond Documents will be construed to constitute an indebtedness of the Commission within the meaning of any constitutional or statutory provision.

No Personal Liability. No covenant, stipulation, obligation or agreement of the Commission in the Trust Agreement, the Bonds, the Lease or any other Bond Document will be deemed to be a covenant, stipulation, obligation or agreement of any present or future elected or appointed official, officer, member, employee or agent of the Commission in his or her individual capacity, and neither the members of the Commission nor any official

executing the Bonds, the Trust Agreement, the Lease or any amendment or supplement thereto will be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds or by reason of the covenants, stipulations, obligations or agreement of the Commission contained in the Lease or the Trust Agreement.

Performance of Covenants of the Commission; Representations. The Commission will perform any and all covenants, undertakings, stipulations and provisions to be observed or performed on its part contained in the Trust Agreement, in any and every Bond executed, authenticated and delivered under the Trust Agreement, and in all proceedings of the Commission pertaining to the Bonds.

No Disposition of Trust Estate. Except as permitted by the Trust Agreement or the other Bond Documents, the Commission will not sell or otherwise dispose of all or any part of its interest in the Project or assign or grant a security interest in the Revenues or create or suffer to create any debt, lien or charge thereon.

Removal of Trustee. The Trustee may be removed at any time by an instrument or document or concurrent instruments or documents in writing delivered to the Trustee, the Commission and the University, and signed by or on behalf of the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding. The Trustee also may be removed at any time for any willful misconduct or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of the Trust Agreement with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the Commission or the Holders of not less than 25% in aggregate principal amount of then Outstanding Bonds. In either instance, the University may solicit the Holders or the Commission to make such an application, and at the request of the University, the Trustee shall permit the University to inspect the Register for this purpose. The Commission shall promptly consider such a request from the University. In addition, the Commission, or the Commission at the written direction of the University (so long as there is no Event of Default under the Trust Agreement or Lease and no condition exists that, with the passage of time or giving of notice, or both, would constitute such an Event of Default), may remove the Trustee at any time for any reason. The removal of the Trustee shall not take effect until the appointment of a successor Trustee and the acceptance by that successor Trustee.

Events of Default.

The occurrence of any of the following events constitutes an “Event of Default” under the Trust Agreement:

- (a) The Commission fails to pay any interest on any Bond when and as the same becomes due and payable;
- (b) The Commission fails to pay the principal of or premium, if any, on any Bond when and as the same becomes due and payable, whether at stated maturity or by acceleration or redemption pursuant to any mandatory sinking fund requirements;
- (c) The Commission or the University fails to perform or observe any covenant or agreement or obligation under the Trust Agreement, the Lease or the Tax Agreement that results in the interest on the Bonds no longer being excluded from gross income for federal income tax purposes;
- (d) The Commission fails to observe or perform any other covenant, agreement or obligation, contained in the Bonds or in the Trust Agreement which is to be observed or performed by the Commission, which failure continues for a period of 60 days after written notice, specifying the failure and requesting that it be remedied, has been given to the Commission and the University which notice may be given by the Trustee in its discretion and which notice must be given by the Trustee at the written request of the Holders of not less than 25% in aggregate principal amount of Bonds then outstanding;
- (e) The occurrence of an Event of Default under the Lease subject to applicable waivers and cure periods as provided therein (see “THE LEASE – Events of Default”); and

(f) The University fails to perform or observe any covenant, agreement or obligation on the part of the University contained in the Guaranty, giving effect to any notices and grace periods therein.

Acceleration of Maturity. Upon the occurrence of an Event of Default under the Trust Agreement, as defined in (a), (b), or (c) under “THE TRUST AGREEMENT – Events of Default” above, the Trustee may (but is not obligated to), and upon the written request of the Holders of not less than 25% in aggregate principal amount of Bonds then outstanding, the Trustee shall, by written notice delivered to the Commission, declare the principal of and any premium on all of the Bonds then outstanding (if not then due and payable) and the interest accrued thereon to be immediately due and payable. Interest on the Bonds shall accrue to the date determined by the Trustee for the tender of payment to the Holders pursuant to such declaration.

Other Remedies. Upon the happening and continuance of an Event of Default under the Trust Agreement, the Commission, upon the demand of the Trustee, is required to surrender the possession of the Project, subject to the University’s rights under the Lease to the Trustee to hold, operate and manage the same.

Upon the occurrence and continuance of an Event of Default under the Trust Agreement, the Trustee may pursue any available remedies to enforce the payment of the debt service on the Bonds and the Trustee may pursue any available remedy to enforce the observance and performance of any other covenant, agreement or obligation under the Trust Agreement, the Lease, the Guaranty or any other instrument providing security, directly or indirectly, for the Bonds. If requested to do so by the Holders of at least 25% in aggregate principal amount of Bonds outstanding and if indemnified as provided in the Trust Agreement, the Trustee is required to exercise such of the rights and powers conferred upon it under the Trust Agreement as the Trustee.

All money collected pursuant to any remedy, right or power exercised under the Trust Agreement by the Trustee prior to the payment in full of all outstanding Bonds and the interest accrued thereon will be held by the Trustee.

Actual Notice of Events of Default. The Trustee will provide written notice of the occurrence of any Event of Default under the Trust Agreement to the University, the Commission, the Registrar, the Paying Agent, the Authenticating Agent and the Underwriter within seven Business Days and all Holders of Bonds then outstanding as shown by the Register at the close of business 15 days prior to the mailing of that notice within 30 days after obtaining knowledge of such Event of Default; provided that, except in the case of an Event of Default in the payment of the principal of or any premium or interest on any Bonds, the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of notice to the Holders is not materially prejudicial to the interest of the Holders.

Rescission or Annulment of Acceleration. If, at any time after such principal and premium, if any, and interest shall have been so declared due and payable and prior to the entry of a judgment in a court of law or equity for enforcement hereunder or the appointment, and the confirmation thereof, of a receiver after an opportunity for hearing by the Commission and the University, all amounts payable hereunder except the principal of, and interest accrued after the next preceding Interest Payment Date on, the Bonds that have not reached their stated maturity dates and that are due and payable solely by reason of said declaration shall have been duly paid or provided for by deposit with the Trustee or Paying Agents and all existing Defaults shall have been made good, then and in every such case such payment or provisions for payment shall, ipso facto, constitute a waiver of such Default and Event of Default and its consequences and an automatic rescission and annulment of such declaration of acceleration, but no such waiver or rescission shall extend to or affect any subsequent Event of Default or impair any rights consequent thereon.

Waivers of Events of Default. Except as hereinafter provided or as described above, at any time, the Trustee may waive any Event of Default under the Trust Agreement and its consequences and may rescind and annul any declaration of maturity of principal of the Bonds. The Trustee will do so upon the written request of the Holders of (a) at least a majority in aggregate principal amount of all Bonds then outstanding in respect of which an Event of Default in the payment of the debt service on the Bonds exists, or (b) at least 25% in aggregate principal amount of all Bonds then outstanding, in the case of any other Event of Default under the Trust Agreement. Such written request will take priority over other actions requested or authorized by the Bondholders.

There will not be so waived, however, any Event of Default described in item (a) or (b) of “THE TRUST AGREEMENT – Events of Default” above or any declaration of acceleration in connection therewith rescinded or annulled, unless at the time of that waiver or rescission and annulment payments of the amounts provided in the Trust Agreement for waiver and rescission and annulment in connection with acceleration of maturity have been made or provision has been made therefor.

Restoration to Former Position. In case any proceedings taken by the Trustee on account of default of the Bonds have been discontinued or abandoned for any reason, or shall have been determined adversely to the Trustee, the Commission, the Trustee and the Holders will be restored to their respective former positions and rights under the Trust Agreement, and all rights, remedies, powers and duties of the Trustee will continue as though no such proceeding had been taken.

Bondholders' Right to Direct Proceedings. Anything to the contrary in the Trust Agreement notwithstanding, the Holders of a majority in aggregate principal amount of Outstanding Bonds shall have the right at any time to direct, by an instrument or document or instruments or documents in writing signed and delivered to the Trustee, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Trust Agreement, or any other proceedings under the Trust Agreement; provided that (i) any direction shall not be other than in accordance with the provisions of law and of the Trust Agreement, (ii) the Trustee shall be indemnified as provided in the Trust Agreement and (iii) the Trustee may take any other action that it deems to be proper and that is not inconsistent with the direction.

Limitation on Bondholders' Right to Institute Proceedings. No Bondholder has any right to institute any suit, action or proceeding for the enforcement of the Trust Agreement, for the execution of any trust under the Trust Agreement or for any other remedy under the Trust Agreement unless (i) an Event of Default under the Trust Agreement has occurred and is continuing, of which the Trustee has been notified or is deemed to have notice, (ii) the Holders of not less than 25% in aggregate principal amount of Bonds then outstanding have made a written request to the Trustee and have afforded the Trustee reasonable opportunity to proceed to exercise the remedies, rights and powers provided in the Trust Agreement or to institute such action, suit or proceeding in its own name and have offered to the Trustee indemnity as provided in the Trust Agreement and (iii) the Trustee thereafter has failed or refused to exercise its remedies, rights and powers under the Trust Agreement or to institute such action, suit or proceeding in its own name.

It is understood and intended that, except as otherwise provided above, (i) no one or more Bondholders has any right in any manner whatsoever to affect, disturb or prejudice the security of the Trust Agreement or to enforce any right thereunder except in the manner therein described, (ii) all proceedings at law or in equity shall be maintained in the manner therein provided and for the benefit of all Holders of the Outstanding Bonds and (iii) that any individual right of action or other right given by law to one or more of such Holders is restricted by the Trust Agreement to the rights and remedies therein.

No Remedy Exclusive. No remedy conferred upon or reserved to the Trustee or to the Bondholders under the Trust Agreement is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Trust Agreement or now or in the future existing at law or in equity or by statute.

No Waiver of Remedies. No delay or omission of the Trustee or of any Bondholder to exercise any right or power accruing upon any default will impair any such right or power or be construed to be a waiver of any such default, or an acquiescence in the default. Every power and remedy given under the Trust Agreement to the Trustee and to the Bondholders may be exercised from time to time and as often as may be deemed expedient.

Application of Money. All money received by the Trustee pursuant to any remedial action will be applied first to the payment of the costs and expenses of the proceedings resulting in the collection of the money and any amount required to be deposited in the Rebate Fund, the balance of such money will be deposited in the Bond Fund and applied to the payment of principal of, premium, if any, and interest on the Bonds, in the order of priority set forth in the Trust Agreement.

Limitations on Modifications of the Trust Agreement and the Lease. Neither the Trust Agreement nor the Lease shall be modified, supplemented or amended in any respect subsequent to the first issuance of the Bonds except as provided in and in accordance with and subject to the provisions of the Trust Agreement.

Supplemental Trust Agreement Without Bondholder Consent. The Commission and the Trustee may, from time to time and at any time, without the consent of or notice to the Bondholders, but only with the consent of the University, enter into a Supplemental Trust Agreement as follows:

- (a) to cure any ambiguity, inconsistency or formal defect or omission in the Trust Agreement;
- (b) to grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that lawfully may be granted to or conferred upon the Holders or the Trustee;
- (c) to assign additional revenues under the Trust Agreement;
- (d) to accept additional security and instruments and documents of further assurance with respect to the Project and the Bonds;
- (e) to add to the covenants, agreements and obligations of the Commission under the Trust Agreement, other covenants, agreements and obligations to be observed for the protection of the Holders, or to surrender or limit any right, power or authority reserved to or conferred upon the Commission in the Trust Agreement;
- (f) to evidence any succession to the Commission and the assumption by its successor of the covenants, agreements and obligations of the Commission under the Trust Agreement, the Base Lease, the Lease and the Bonds;
- (g) to permit the Trustee or the Commission to comply with any obligations imposed upon it by law including the Code, so long as such change would not be to the prejudice of the Trustee or the Holders;
- (h) to specify further the duties and responsibilities of, and to define further the relationship among, the Trustee, the Registrar and any Authenticating Agent or Paying Agent;
- (i) to achieve compliance of the Trust Agreement with any applicable federal securities or tax law, provided that in the opinion of Independent Counsel (Bond Counsel if related to federal tax law) such supplemental trust agreement does not adversely affect the validity or security of the Bonds;
- (j) to obtain or maintain a rating on the Bonds from a Rating Service or to obtain or maintain insurance on the Bonds;
- (k) to adopt procedures for the disclosure of information to Bondholders and others with respect to the Bonds, the University and the Commission in accordance with applicable federal securities laws or with any guidelines for such purpose promulgated by any appropriate national organization;
- (l) in connection with the use of a book entry system; and
- (m) to permit any other amendment that, in the judgment of the Trustee, is not to the material prejudice of the Trustee or the Holders.

Supplemental Trust Agreement with Bondholder Consent. Subject to the consent of the University, Bondholders of not less than a majority in aggregate principal amount of the Bonds then Outstanding have the right from time to time to consent to and approve the execution and delivery by the Commission and the Trustee of any

supplemental trust agreement consistent with the provisions of the Trust Agreement, provided, however, that, (A) without the consent of the Holder of each Bond so affected, (i) an extension of the maturity of the principal of or the interest on any Bond or (ii) a reduction in the principal amount of any Bond or the rate of interest or premium thereon or (iii) a reduction in the principal amount of or any extension of the time of payment of any mandatory sinking fund requirement, or (B) without the consent of the Holders of all Bonds then outstanding, (i) the creation of a privilege or priority of any Bond or Bonds over any other Bond or Bonds or (ii) a reduction in the aggregate principal amount of the Bonds required for consent to a supplemental trust agreement or an amendment to the Lease.

Notice. If at any time the Commission requests the Trustee to enter into any supplemental trust agreement for any of the purposes described above, upon (i) being satisfactorily indemnified with respect to its expenses in connection therewith, and (ii) receipt of the University's consent to the proposed signing and delivery of the supplemental trust agreement, the Trustee shall cause notice of the proposed supplemental trust agreement to be given by mail to all Holders of Outstanding Bonds.

No Right to Object. If Bondholders of not less than the percentage of Bonds required by the Trust Agreement consent to and approve the execution and delivery of the supplemental trust agreement as provided in the Trust Agreement, no Bondholder will have any right to object to the execution and delivery of such supplemental trust agreement, or to object to any of the terms and provisions contained in it or to its operation, or in any manner to question the propriety of its execution and delivery, or to enjoin or restrain the Commission or the Trustee from executing and delivering the same or from taking any action pursuant to its provisions.

Consent of the University Required. The Trustee and the Commission will not enter into any supplemental trust agreement without the prior written consent of the University.

Discharge of Trust Agreement. If (i) the Commission shall pay all of the Outstanding Bonds, or shall cause them to be paid and discharged, or if there otherwise shall be paid to the Holders of the Outstanding Bonds, all Bond Service Charges due or to become due thereon, and (ii) provision also shall be made for the payment of all other amounts payable under the Trust Agreement or under the Lease then the Trust Agreement shall terminate and the covenants, agreements and obligations of the Commission thereunder shall be released, discharged and satisfied.

The Trustee shall release the Trust Agreement (except for certain provisions surviving in the event the Bonds are deemed paid and discharged as described below) and shall sign and deliver to the Commission any instruments or documents in writing as shall be required to evidence that release and discharge or as reasonably may be requested by the Commission, and the Trustee and any other Paying Agents shall assign and deliver to the Commission any property subject at the time to the lien of the Trust Agreement that then may be in their possession, except amounts in the Bond Fund required (i) to be paid to the University as excess funds under Section 5.08 of the Trust Agreement or (ii) to be held by the Trustee and the Paying Agents in the case of nonpresentment of Bonds or otherwise for the payment of Bond Service Charges.

Defeasance. All or any part of the Bonds shall be deemed to have been paid and discharged within the meaning of the Trust Agreement if:

(a) the Trustee as paying agent and any Paying Agent has received, in trust for and irrevocably committed thereto, sufficient money, or

(b) the Trustee has received, in trust for and irrevocably committed thereto, Defeasance Obligations that are verified or certified by an independent firm experienced in the preparation of verification reports and acceptable to the Trustee to be of such maturities or redemption dates and interest payment dates, and to bear such interest, as will be sufficient together with any money to which reference is made in subsection (a) above, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (which earnings are to be held likewise in trust and so committed, except as provided in the Trust Agreement), for the payment of all Bond Service Charges on those Bonds, at their maturity or redemption dates, as the case may be, or if a Default in payment has occurred on any maturity or redemption date, then for the payment of all Bond Service Charges thereon to the date of the tender of payment; provided that if any of those Bonds are to be redeemed prior to the maturity thereof,

notice of that redemption has been duly given or irrevocable provision satisfactory to the Trustee has been duly made for the giving of that notice.

Any money held by the Trustee as described above may be invested by the Trustee upon written direction by a representative of the University only in Defeasance Obligations having maturity dates, or having redemption dates that, at the option of the holder of those obligations, shall be not later than the date or dates on which money will be required for the purposes described above.

Within 15 days after any Bonds are deemed paid and discharged the Trustee shall cause a written notice to be given to each Holder as shown on the Register on the date on which those Bonds are deemed paid and discharged. Such notice shall state the numbers of the Bonds deemed paid and discharged or state that all Bonds are deemed paid and discharged, set forth a description of the Defeasance Obligations held and specify the date or dates on which any of the Bonds are to be called for redemption.

Acceptance of Trusts. The Trustee accepts and agrees to execute the trusts created under the Trust Agreement, but only upon the terms set forth therein, to all of which the Commission agrees and the Holders agree by their acceptance of delivery of any of the Bonds. The obligations and duties of the Trustee will be determined solely by reference to the Trust Agreement and, except as expressly set forth in the Trust Agreement, no duties, express or implied, will be imposed on the Trustee. The Trustee may execute any of the trusts or powers contained in the Trust Agreement and perform the duties required by it under the Trust Agreement by or through attorneys, agents, receivers or employees, and shall be entitled to the advice of counsel concerning all matters of trusts and its duties under the Trust Agreement and will not be responsible for any loss or damage resulting from reliance thereon in good faith. In addition, the Trust Agreement provides that the Trustee is entitled to rely on certain other instruments, and it will not be liable for any action reasonably taken or omitted to be taken by it in good faith or be responsible other than for its own negligence or willful misconduct. In case an Event of Default under the Trust Agreement has occurred and is continuing, the Trustee will exercise the rights and powers vested in it by the Trust Agreement as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

THE LEASE

The following is a summary of certain provisions of the Lease. Such summary does not purport to be complete or definitive and reference is made to the Lease for a full and complete statement of the terms and provisions and for the definitions of capitalized terms used in this summary and not otherwise defined under "Certain Defined Terms and Summary of Certain Provisions of the Trust Agreement, the Lease and the Tax Agreement."

Term of Lease

The Commission will lease the Project from the University under the Base Lease. The Commission, in turn, will lease the Project back to the University under the Lease. The term of the Lease and Base Lease will begin on the date of the delivery of the Bonds and terminate upon the payment or provision for payment of the Bonds. The Lease may be terminated earlier in connection with the exercise by the Trustee of remedies upon the occurrence of an Event of Default (see "THE LEASE – Events of Default").

Use of the Project

During the term of the Lease, the University has sole and exclusive charge of the operation of the Project unless there is an Event of Default and the University has been excluded from possession of the Project under the terms of the Lease. See "THE LEASE - Events of Default" hereinafter.

Rental Payments

The University is obligated under the Lease to pay Rental Payments and to pay other expenses and disbursements of the Trustee and the Commission, defined in the Lease as "Additional Payments".

Rental Payments are payable to the Trustee for the account of the Commission on or before each Rental Payment Date (each Interest Payment Date) during the term of the Lease in an amount of money equal to the sum of the amount that, when added to the balance then in the Bond Fund and available therefor, will be sufficient to pay the Bond Service Charges on the Interest Payment Date occurring on such Rental Payment Date.

In any event, the amount of the Rental Payments made under the Lease must be sufficient to pay the total amount of the Bond Service Charges as and when due, whether on an Interest Payment Date, at stated maturity, by redemption or upon acceleration. The Lease serves the purpose of securing the debt service on the Bonds, while satisfying the requirements of the Act pursuant to which the Bonds are issued. If at any time when a payment of Bond Service Charges is due, the balance in the Bond Fund is insufficient to make that payment, the University will forthwith pay to the Trustee for deposit into the Bond Fund any such deficiency. Any amount, however, held at any time by the Trustee in the Bond Fund will, unless otherwise provided in the Lease, be credited against the Rental Payments next required to be paid by the University, to the extent such amount is in excess of the amounts required (i) for payment of Bonds theretofore matured or called for redemption, (ii) for payment of past due interest in all cases where such Bonds have not been presented for payment and (iii) to be deposited in Bond Fund for use for other than payment of the interest or any premium on, or principal of, the Bonds (whether at maturity or by redemption) on the next succeeding Interest Payment Date.

Absolute Obligation to Pay Rental Payments

The obligation of the University to make Rental Payments and Additional Payments pursuant to the Lease is an absolute and unconditional general contractual obligation of the University and will survive any termination of the Lease until such time as all of the Bonds and interest and any premium thereon, and any Additional Payments, have been paid in full or provision therefor is made. The University has agreed to pay such obligations from its general funds or any other money legally available to it in the manner and at the time provided in the Lease. The University will make Rental Payments and Additional Payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever, including but not limited to, any defense, set-off, recoupment or counterclaim that the University may have or assert against the State of Ohio, the Commission, the Trustee, or any other Person, any change in the tax or other laws or administrative rulings of or administrative actions by or under authority of the United States of America or of the State of Ohio, or any damage to, destruction of or exercise of eminent domain with regard to the Project.

Maintenance of Tuition, Fees and Charges

So long as any Bonds are outstanding, the University covenants and agrees to operate all its educational facilities, including the Project, on a revenue-producing basis. The University also covenants during such period to fix, revise as often as necessary, charge and collect such reasonable tuition fees, student fees, rates, other fees, rentals and charges for the use and occupancy of its educational facilities, including the Project or any part thereof, and for any other facilities operated by the University, in amounts so that the University shall receive gross cash receipts in each fiscal year that, together with other money legally available to it, are sufficient (as determined in accordance with generally accepted accounting principles then in effect and applicable to non-profit educational institutions) to pay the following costs (without priority of any one clause over another): (i) currently all of the University's expenses during such fiscal year for its operation, including those expenses incurred in carrying out its educational purposes, and for the operation, maintenance and repair of all its educational facilities, including the Project, and any other facilities operated by the University, (ii) all Rental Payments and Additional Payments under the Lease due in such fiscal year, (iii) all other obligations imposed by the Bond Documents upon the University payable during such fiscal year, and (iv) all indebtedness and other obligations of the University due in such fiscal year as the same become due and payable.

Maintenance and Insurance

The University has agreed that during the term of the Lease it will keep the Project in good repair and good operating condition at its own cost. In the event that the University defaults under the Lease and the Lease is terminated, the University will surrender the Project to the Commission in as "good condition" as the Project was in at the time the University had full possession of the Project. "Good condition" permits loss to the Project by fire or other casualty covered by insurance, ordinary wear and tear, obsolescence, removals and replacements in accordance with the provisions of the Lease and acts of God.

The University has agreed to maintain, during the term of the Lease, insurance coverage with respect to its educational facilities, including the Project, and other properties of the University and the operation and maintenance thereof of such type and in such amounts and against such risks as are normal for educational facilities and other properties of similar type and size. Such insurance shall include (i) property insurance in an amount which shall be at least equal to the then replacement value of the Project, (ii) comprehensive general liability insurance, (iii) workers' compensation and employer's liability coverage and (iv) fidelity bonds on all officers and employees of the University who have access to or custody of any revenues or the University funds. The University also has agreed, as long as Bonds are outstanding, (i) that the foregoing insurance policies will prohibit cancellation or substantial modification without at least 45 days' prior written notice to the University and the Trustee, (ii) to cause the Trustee and the Commission to be named as an additional party insured under the property insurance policies, and (iii) to cause the Commission and the Trustee to be named as an additional party insured under the comprehensive general liability insurance policies.

Annual Statement

The University agrees to have an annual audit of its financial statements made by an independent certified public accountant and to provide that audit report to the Commission, the Trustee and the Underwriter within 150 days after the end of each fiscal year.

Merger, Consolidation or Transfer of Assets

During the term of the Lease, the University is to maintain its existence as an educational institution not for profit and will not dissolve or otherwise dispose of all or a substantial part of its assets or merge into another corporation or entity or permit one or more other corporations or entities to consolidate with or merge into it, unless the corporation or entity surviving such merger or other transaction (i) holds a certificate of authorization from the Ohio Board of Regents pursuant to Section 1713.02 of the Ohio Revised Code, (ii) is Tax Exempt Organization, (iii) has an aggregate, unrestricted net asset balance equal to at least 90% of that balance of the University prior to such merger or other transaction, (iv) expressly assumes all agreements of the University under the Bond Documents, (v) shall not have assumed any obligations or liabilities not permitted by the Lease, (vi) no Event of Default under the Lease shall have occurred and be continuing and no event shall have occurred and be continuing that with the lapse of time or giving of notice or both would constitute such an Event of Default, (vii) either (a) no litigation is pending against the Surviving Institution in which the amount claimed that is not fully covered by insurance exceeds \$5,000,000 in any one suit or in the aggregate of all suits or (b) the Surviving Institution shall provide to the Trustee an opinion of Independent Counsel that, in the judgment of such Independent Counsel, the aggregate liability of the Surviving Institution in all pending litigation against it does not exceed the amount available under any and all liability policies carried (or reserves allocated) by the Surviving Institution to insure payment of amounts owing under judgments awarded in, or settlements of, such litigation, and (viii) such merger, consolidation or transfer of assets will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

The University will be deemed to have disposed of a substantial part of its assets if during any fiscal year it disposes of 25% or more of its assets, whether or not shown as assets on the balance sheets of the University. However, the sale or exchange of securities or real estate held for investment purposes in order to obtain other securities or real estate to be held for investment purposes will not be deemed to be a disposal of assets.

Indemnification of the Commission

The University has agreed to hold the Commission harmless against all costs, liabilities, losses, expenses and claims arising from (i) any loss of or damage to property, or any injury to or death of any person, that may be occasioned by any cause pertaining to the Project or its use, nonuse or condition, (ii) any breach or default by the University under the Bond Documents, the acquisition, construction, improvement or equipping of the Project, or any act or a failure to act by the University, its agents, contractors, servants, employees or licensees, (iii) the Commission's authorization, issuance and sale of the Bonds and provision of any information or certification in connection therewith, (iv) any failure of the University to comply with any requirements of the Bond Documents or the Code, as hereinafter defined, pertaining to the exclusion of interest on the Bonds from gross income for federal income tax purposes including covenants in the Tax Agreement, (v) ownership of any interest in the Project or any part thereof; (vi) the performance of any labor or services or the furnishing of any materials or other property in respect of the Project or any part thereof; (vii) any action, claim or proceeding brought in connection with any of the foregoing; and (viii) to the extent of the aggregate amount paid in settlement of any action, claim or proceeding commenced or threatened based upon any of the foregoing, if the settlement is effected with the written consent of the University (which consent shall not be withheld unreasonably).

The University's Options to Terminate Lease and to Purchase the Project

The University has the option to terminate the Lease and Base Lease at any time after the Trust Agreement has been released pursuant to its provisions and all payments due under the Lease have been made or provided for.

The University also has the option to terminate the Lease if any of the following extraordinary events occur:

(a) All or a substantial part of the Project is damaged or destroyed to such extent that (i) the Project cannot be reasonably restored within a period of six months to their condition at the time immediately preceding the damage or destruction or (ii) the University is thereby prevented from carrying on its normal operation of the Project for a period of six months;

(b) Title to, or the temporary use of, all or a substantial part of the Project is taken under the exercise of the power of eminent domain by any government authority, or person, firm or corporation acting under governmental authority, to such extent that (i) the Project cannot be reasonably restored within a period of six months to a condition comparable to its condition prior to such taking or (ii) the University is thereby prevented from carrying on its normal operation of the Project for a period of six months;

(c) As a result of any changes in the Constitution of the State or the Constitution of the United States or of legislative or administrative action (whether State or federal) or by final decree, judgment or order of any court or administrative body (whether State or federal) entered after the contest thereof by the Commission or the University in good faith, the Lease becomes void or unenforceable or impossible of performance, or if unreasonable burdens or excessive liabilities are imposed upon the Commission or the University with respect to the Project or its operation; or

(d) The University loses its status as a federally tax-exempt organization but only if such loss results in the interest on the Bonds no longer being excluded from gross income for federal income tax purposes.

For purposes of this paragraph, the term "substantial part" when used with reference to the Project means any part of the Project, the total cost of which (as determined by the University) equals or exceeds the lesser of (i) at least 25% of the aggregate principal amount of the Bonds originally issued or (ii) an amount equal to the aggregate principal amount of the Bonds then outstanding.

In order to exercise the option described in the preceding paragraph, the University must give written notice to the Commission (and, if applicable, the Trustee) within 90 days following the event authorizing the exercise thereof, and is required to make arrangements satisfactory to the Trustee for the redemption of all Outstanding

Bonds pursuant to the provisions described herein under "THE BONDS – Description of the Bonds – Redemption" and pay the sum of the following:

(a) to the Trustee, an amount of money that, together with the money and investments held to the credit of Special Funds, will be sufficient pursuant to the provisions of the Trust Agreement to pay the principal of and any premium and interest accrued on the Bonds to the redemption date, and to discharge all then Outstanding Bonds; and

(b) to the Trustee or to the Persons to whom Additional Payments are or will become due, an amount of money equal to the Additional Payments accrued and to accrue until actual final payment and redemption of the Bonds.

The Lease provides that upon its expiration, the University shall purchase the Commission's entire interest in the Project for a nominal sum.

Assignment and Subleasing

The Lease may be assigned in whole or in part, and the Project may be subleased in whole or in part, by the University without the necessity of obtaining the consent of the Commission, or the Trustee, provided that certain conditions are met, including (i) no such assignment (other than assignments pursuant to the consolidation, merger, sale or other transfer as described in "THE LEASE - University to Maintain its Existence") will relieve the University from primary liability for any of its obligations under the Lease and the University will continue to remain primarily liable for the payment of Rental Payments and Additional Payments, (ii) any such assignment or sublease will retain for the University such rights as will permit it to perform its obligations under the Lease, (iii) the assignee or sublessee from the University assumes the obligations of the University to the extent of the interest assigned or subleased, (iv) the University furnishes copies of such assignment, sublease or grant of use to the Commission, and the Trustee, and (v) any such assignment or sublease will not materially impair fulfillment of the purposes of the Act in providing educational facilities or adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Events of Default

The following are defined as Events of Default under the Lease:

(a) The University fails to pay any Rental Payment on or prior to the date on which that Rental Payment is due and payable.

(b) The University fails to administer, maintain or operate the Project as educational facilities in accordance with the Act.

(c) The University fails to observe or perform any other covenant, agreement or obligation contained in the Lease, if such failure continues for a period of 60 days after written notice of the failure is given to the University by the Commission or the Trustee requesting that it be remedied. The Commission and the Trustee may agree in writing to an extension of that 60-day period prior to its expiration, provided that if the University proceeds to take curative action that, if begun and prosecuted with due diligence, cannot be completed reasonably within the 60-day period, that period shall be increased without a written extension to any extent that shall be necessary to enable the University to complete the curative action diligently.

(d) Certain events of dissolution, liquidation, insolvency, bankruptcy, reorganization or other similar events with respect to the University occurs.

(e) The University fails to make any payment due under a lease or lease agreement entered into between the University and the Commission in connection with any issue of State of Ohio Higher Educational Facility Bonds issued to fund a project at the University, provided that such failure constitutes

an event of default under such lease or lease agreement. The University is a party to a number of leases with the Commission in connection with outstanding bonds; see APPENDIX A – “CASE WESTERN RESERVE UNIVERSITY – Outstanding Indebtedness.”

The events described in paragraph (c) above do not constitute Events of Default if caused by Force Majeure, defined in the Lease as acts of God; strikes, lockouts or other employment related disturbances; acts or orders of any kind of any governmental authority; acts of public enemies; terrorist activities or attacks; insurrections; civil disturbances; riots; arrests; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornados; storms; droughts; floods; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; shortages of labor, materials, supplies or transportation; or any cause, circumstance or event not reasonably within the control of the University.

The declaration of an Event of Default under the Lease and the exercise of remedies upon any such declaration are subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Remedies on Default

If any Event of Default described above happens and is continuing, any one or more of the following remedies may be taken, although the Trustee is not required to take any remedy that in its opinion will or might cause it to expend time or money unless it has been furnished a satisfactory indemnity bond at no cost to it:

(a) In accordance with the Trust Agreement, the Trustee shall, if acceleration is declared pursuant to the Trust Agreement, and the Trustee may, if acceleration is not declared pursuant to the Trust Agreement, declare all Rental Payments, Additional Payments and other amounts payable under the Lease to be immediately due and payable, whereupon the same shall become immediately due and payable.

(b) The Trustee, (i) may enter and take possession of the Project without terminating the Lease, (ii) may complete the Project if not then completed and sublease the Project or any part thereof for the account of the University, holding the University liable for completion costs, if any, not reimbursed to the Commission from the proceeds of the Bonds or otherwise, (iii) collect rentals and enforce all other remedies of the University under any lease of, or assignments or grants of rights to use or occupy, the Project, or any part thereof, but without being deemed to have affirmed the lease, assignments or grants, (iv) enter into new leases, assignments and grants on any terms that the Commission or the Trustee may deem suitable for the Project, or any part thereof, which leases, assignments and grants may provide that they shall not be terminated or affected if the University cures the Event of Default, (v) remove the University, all other Persons and all property from the Project, or any part thereof, (vi) hold, operate and manage the Project, or any part thereof, (vii) receive all earnings, income, rents, issues, profits, proceeds or other sums accruing with respect thereto and (viii) obtain an environmental assessment of all or any part of the real property constituting the Project.

(c) The Trustee may have access to and inspect, examine and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the University.

(d) The Trustee may exercise any and all and any combination of rights, remedies and powers available to it under the Trust Agreement and the Lease and may appoint a receiver.

Amendments of the Lease

The Trust Agreement provides that the Lease may be amended by the Commission and the Trustee without the consent of or notice to the Holders only as may be required (i) by the provisions of the Bond Documents, (ii) for the purpose of curing any ambiguity, inconsistency or formal defect or omission in the Lease, (iii) in connection with an amendment or to effect any purpose for which there could be an amendment of the Trust Agreement without the consent of the Holders, (iv) to implement an amendment pursuant to Section 10.01 of the Lease with respect to

the removal of certain property from the operation thereof or (v) in connection with any other change therein that, in the judgment of the Trustee, does not materially, adversely affect the Trustee or the Holders. Any amendment to the Lease that would change the amount of Rental Payments, or time as of which they are required to be paid, may only be made with the consent of all of the Holders of the Bonds then outstanding. Any other amendments to the Lease may only be made with the written approval or consent of the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding.

THE TAX AGREEMENT

The following is a description of certain provisions of the Tax Agreement. Such description does not purport to be complete or definitive and reference is made to the Tax Agreement for a full and complete statement of the terms and provisions and for the definition of capitalized terms used in this description and not otherwise defined under "Certain Defined Terms and Summary of Certain Provisions of the Trust Agreement, the Lease and the Tax Agreement."

In the Tax Agreement, the University represents that it has taken and covenants that it will take and cause to be taken all actions that may be required of it, alone or in conjunction with the Commission, for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes and from treatment as an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code of 1986, as amended (the "Code"). The University represents that it has not taken or permitted to be taken on its behalf, and covenants that it will not take or permit to be taken on its behalf, any actions that would adversely affect those exclusions under the provisions of the Code.

Unless the University receives and provides to the Commission and the Trustee a written opinion of nationally recognized bond counsel acceptable to the Commission that such action will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes and from treatment as an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code, the University will not take any action or fail to take any action that would cause the Bonds not to be considered qualified 501(c)(3) bonds under Section 145 of the Code or to cause application of Section 150(b)(3) or (5) of the Code.

Within 30 days after the fifth Bond Year and every fifth Bond Year thereafter and within 30 days after the payment in full of all outstanding Bonds, the Trustee is required to furnish information to the University and the University will engage an independent certified public accounting firm, law firm or other firm with experience in preparing rebate reports, which firm is acceptable to the Trustee, to calculate the Rebate Amount determined as provided in Section 148 of the Code as of the end of the applicable period. The Trustee is also to notify the University of any amount on deposit in the Rebate Fund created in the Trust Agreement and maintained by the Trustee. If the amount on deposit in the Rebate Fund is less than the Rebate Amount, the University is required to pay the amount of the deficiency to the Trustee for deposit in the Rebate Fund. If the amount on deposit in the Rebate Fund is in excess of the Rebate Amount, the excess will be paid to the University. The Trustee is required to use the money in the Rebate Fund to make payment of the Rebate Amount to the United States in accordance with provisions of the Code.

The preceding discussion does not purport to be complete or definitive and reference is made to the Tax Agreement for a full and complete statement of the terms and provisions.

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APPENDIX D

PROPOSED FORM OF BOND OPINION

We have served as bond counsel to our client the Ohio Higher Educational Facility Commission (the “Commission”) and not as counsel to any other person in connection with the issuance by the Commission of \$28,345,000 State of Ohio Higher Educational Facility Revenue Refunding Bonds (Case Western Reserve University Project) 2012 Series A, dated the date of this letter (the “Bonds”) of the State of Ohio (the “State”).

The Bonds are issued pursuant to Chapter 3377 and Sections 9.98 through 9.983 of the Ohio Revised Code and the Trust Agreement, dated as of November 1, 2012 (the “Trust Agreement”), between the Commission and The Bank of New York Mellon Trust Company, N.A. (the “Trustee”). The Bonds are being issued for the purpose of providing funds to pay costs of refunding obligations issued for the purpose of paying “project costs” of “educational facilities,” as those terms are defined in Section 3377.01 of the Revised Code. The educational facilities refinanced by the Bonds constitute the “Project.” The Project has been leased by Case Western Reserve University (the “University”), as lessor, to the Commission, as lessee, under the Base Lease dated as of November 1, 2012 (“Base Lease”) and has been leased back to the University under the Lease dated as of November 1, 2012 (the “Lease”) between the Commission, as lessor, and the University, as lessee. Pursuant to the Assignment of Rights under Lease dated as of November 1, 2012 (the “Assignment”), the Commission has assigned to the Trustee for the benefit of the holders of the Bonds substantially all of its rights under the Lease, including the Rental Payments to be made by the University. Pursuant to the Assignment, the Commission, effective solely upon an event of default under the Lease, also has assigned to the Trustee for the benefit of the Holders of the Bonds, substantially all of the rights in the Base Lease. Capitalized terms not otherwise defined in this letter are used as defined in the Lease.

In our capacity as bond counsel, we have examined the transcript of proceedings relating to the issuance of the Bonds, a copy of the signed and authenticated Bond of the first maturity, the Trust Agreement, the Base Lease, the Lease, the Assignment and such other documents, matters and law as we deem necessary to render the opinions set forth in this letter.

Based on that examination and subject to the limitations stated below, we are of the opinion that under existing law:

1. The Trust Agreement, the Base Lease, the Lease and the Assignment are valid and binding obligations of the Commission, enforceable in accordance with their respective terms. The Bonds are valid and binding obligations of the State in accordance with their terms.
2. The Bonds constitute special obligations of the State, and the principal of and interest and any premium on (collectively, “debt service”) the Bonds are payable solely from the revenues and other money assigned by the Trust Agreement and the Assignment to pay debt service. Those revenues and other money include the payments required to be made by the University under the Lease. The Bonds and the payment of debt service are not secured by an obligation or pledge of any money raised by taxation, and the Bonds do not represent or constitute a debt, or pledge of the faith and credit, of the State or the Commission.
3. Interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”), and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, portions of the interest on the Bonds earned by certain corporations may be subject to a corporate alternative minimum tax. Interest on, and any profit made on the sale, exchange or other disposition of, the Bonds are exempt from the Ohio personal income tax, the Ohio commercial activity tax, the net income base of the Ohio corporate franchise tax, and municipal, school district and joint economic development district income taxes in Ohio. We express no opinion as to any other tax consequences regarding the Bonds.

The opinions stated above are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. In rendering all such opinions, we assume, without independent verification, and rely upon (i) the accuracy of the factual matters represented, warranted or certified in the proceedings and documents we have examined, (ii) the due and legal authorization, execution and delivery of those documents by, and the valid, binding and enforceable nature of those documents upon, any parties other than the Commission, and (iii) the correctness of the legal conclusions contained in the legal opinion letter of counsel to the University delivered in connection with this matter.

In rendering those opinions with respect to the treatment of the interest on the Bonds under the federal tax laws, we further assume and rely upon compliance with the covenants in the proceedings and documents we have examined, including those of the Commission and the University. Failure to comply with certain of those covenants subsequent to issuance of the Bonds may cause interest on the Bonds to be included in gross income for federal income tax purposes retroactively to their date of issuance.

In addition, in rendering those opinions with respect to the treatment of the interest on the Bonds under the federal tax laws, we also further assume the correctness of, and rely on the opinion of, Elizabeth J. Keefer, Esq., counsel to the University, regarding the current qualification of the University as an organization described in Section 501(c)(3) of the Code and the use of the facilities refinanced with the Bonds in activities that are not considered “unrelated trade or business” activities of the University, as defined in Section 513(a) of the Code, which opinion is subject to a number of qualifications and limitations. We have not given any opinion or assurance concerning Section 513(a) of the Code or the effect of any future activities of the Commission or the University. Failure of the University to maintain its qualification as an organization described in Section 501(c)(3) of the Code, or to use the facilities refinanced by the Bonds in a manner that is substantially related to the University’s charitable purpose under Section 513(a) of the Code, may cause interest on the Bonds to be included in gross income retroactively to the date of the issuance of the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds, the Trust Agreement, the Base Lease, the Lease and the Assignment are subject to bankruptcy, insolvency, arrangement, fraudulent conveyance or transfer, reorganization, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles, to the exercise of judicial discretion, and to limitations on legal remedies against public entities.

We express no opinion with respect to any indemnification, contribution, penalty, choice of law, choice of forum, choice of venue, waiver or severability provisions contained in the Bonds, the Trust Agreement, the Base Lease, the Lease or the Assignment. Furthermore, we express no opinion with respect to the status or quality of title to, or interest in, any of the real, personal or intangible property and other assets described in, or subject to, the pledge or lien granted in the Trust Agreement, the Base Lease, the Lease or the Assignment, or the accuracy or sufficiency of the description contained therein of, or the priority of, or the remedies available to enforce, any pledge or lien on any such assets.

The opinions rendered in this letter are stated only as of this date, and no other opinion shall be implied or inferred as a result of anything contained in or omitted from this letter. Our engagement as bond counsel with respect to the Bonds has concluded on this date.

Respectfully submitted,

APPENDIX E

BOOK-ENTRY SYSTEM

Payment of principal of and interest on the Bonds will be made directly to DTC or its nominee, Cede & Co., by the Trustee. In the event the Bonds are not in a book-entry-only system, payment of principal of and interest on the Bonds will be made as described in the Trust Agreement and summarized in Appendix C — "CERTAIN DEFINED TERMS AND SUMMARY OF CERTAIN PROVISIONS OF THE TRUST AGREEMENT, THE LEASE AND THE TAX AGREEMENT."

The ownership of one fully registered Bond for each maturity in the aggregate principal amount of such maturity will be registered in the name of Cede & Co., as nominee for DTC. In the event that (1) DTC resigns as securities depository for the Bonds, after giving reasonable notice thereof to the Commission or the Trustee, or (2) the Commission, at the request of the University, determines that the continuation of the book-entry system of evidence and transfer of ownership of the Bonds is not in the best interest of the Beneficial Owners (hereinafter defined) of the Bonds, the University or the Commission, then the Commission may, at the request of the University, discontinue the book-entry system with DTC. If the Commission and the University does not establish a relationship with another qualified securities depository to replace DTC, the Commission will execute and the Trustee will authenticate and deliver replacement Bonds in the form of fully registered certificates. If no qualified securities depository is the registered owner of the Bonds, the Paying Agent will pay interest to the Beneficial Owners by check mailed to the person registered at the close of business on the Regular Record Date as owner of the Bonds. Principal of and premium, if any, on the Bonds are payable upon presentation at the principal corporate trust office of the Paying Agent. Upon the issuance of replacement Bonds, the Trustee and the Registrar may require the payment by the Bondholder of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation to the issuance of such replacement Bond.

The description which follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Bonds, payments of principal, premium, if any, and interest on the Bonds to DTC, its nominee, Participants, defined below, or Beneficial Owners, confirmation and transfer of beneficial ownership interests in the Bonds and other bond-related transactions by and between DTC, Participants and Beneficial Owners is based solely on information furnished by DTC.

DTC will act as securities depository for the Bonds. The Bonds will be issued as full-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 the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

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

Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of 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 effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners shall 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, tenders, defaults, and proposed amendments to the documents relating to the Bonds. 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 Trustee as 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 Commission as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and interest 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 University, 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, the Commission, or the University, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Commission 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 Commission or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates will be printed (or otherwise produced) and delivered.

The Commission, at the request of the University, may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, either a successor securities depository will be selected by the Commission or Bond certificates will be printed (or otherwise produced) and delivered to DTC.

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

Neither the Commission, the University, the Registrar, the Paying Agent nor the Trustee will have responsibility or obligations to the Participants or the Beneficial Owners with respect to (1) the accuracy of any records maintained by DTC or any Participant, (2) the payment by DTC to any Participant, or by any Participant or Indirect Participant of any amount due to any Beneficial Owner, in respect of the principal of, premium, if any, or interest on the Bonds, (3) the delivery or timeliness of delivery by DTC to any Participant, or by any Participant or Indirect Participant of any notice to any Beneficial Owner, that is required or permitted under the terms of the Trust Agreement, (4) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds, or (5) any consent given or other action taken by DTC as the registered bondholder, including the effectiveness of any action taken pursuant to an Omnibus Proxy.

So long as Cede & Co. is the registered owner of the Bonds, as nominee of DTC, references in this Offering Circular to the Owners of the Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners and the Trustee will treat Cede & Co. as the only Holders of Bonds for all purposes under the Trust Agreement.

The Commission may enter into amendments to the agreement with DTC, or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the Bonds without the consent of Beneficial Owners or Bondholders.

While in book-entry form, transfers of beneficial ownership of Bonds will be effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and DTC Participants. If the book-entry system is discontinued, Bonds may be transferred or exchanged by delivery to the Registrar of a satisfactory written instrument of transfer executed by the Owner of the Bonds or his attorney or legal representative duly authorized in writing. The Commission, the Trustee, and the Registrar are not required to transfer or exchange any Bond (i) during a period beginning at the opening of business 15 days prior to the selection of the Bonds to be redeemed or (ii) for which notice of redemption has been given in accordance with the Trust Agreement. For every transfer and exchange of the Bonds, the Registrar may charge the Owner a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and the charges of the Registrar.

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APPENDIX F

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

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CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT, dated as of November 1, 2012 (the “Agreement”), is made by and between Case Western Reserve University, a nonprofit corporation duly organized and validly existing under the laws of the State of Ohio and qualified to do business in the State of Ohio (together with its lawful successors and permitted assigns, the “University”), and The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and validly existing under the laws of the United States of America, with its place of business located in Cleveland, Ohio, as Trustee, for the benefit of the Holders and Beneficial Owners from time to time of the \$28,345,000 State of Ohio Higher Educational Facility Revenue Refunding Bonds (Case Western Reserve University Project) 2012 Series A (the “Bonds”), authorized by Resolution No. 2012-15 adopted by the Ohio Higher Educational Facility Commission (the “Commission”) on June 20, 2012 (the “Bond Resolution”), under the circumstances set forth in the following recitals (with each capitalized term used but not otherwise defined herein having the meaning assigned to it in Section 1).

A. The Commission has determined to issue and sell the Bonds to finance educational facilities to be leased to the University under the Lease.

B. The Bonds will be issued pursuant to and secured by the Trust Agreement under which the Commission will assign to the Trustee any rights it may have under the Lease to receive rental payments from the University for payment of principal of and interest and any premium on the Bonds.

C. The University will agree to make rental payments under the Lease directly to the Trustee to pay principal of and interest and any premium on the Bonds, and the University has represented that it is the only Obligated Person with respect to the Bonds and that there will not be any other such Obligated Person at the time the Bonds are issued.

D. The Underwriter is required as the Participating Underwriter under the Rule not to purchase or sell the Bonds in a primary offering unless the Underwriter has reasonably determined that the University has undertaken in this Agreement to provide certain information in accordance with the provisions of the Rule.

NOW, THEREFORE, in consideration of the recitals and the mutual representations and agreements hereinafter contained, the University and the Trustee agree, in accordance with the provisions of the Rule, for the benefit of the Holders and Beneficial Owners from time to time of the Bonds, as set forth in this Agreement.

Section 1. Definitions and Interpretation. In addition to the words and terms defined elsewhere in this Agreement or in the Master List of Definitions for Documents Relating to the Bonds, which is Exhibit C of the Lease referenced in the Offering Circular, the following capitalized terms shall have the following meanings unless the context or use clearly indicates otherwise.

“Annual Filing” means any Annual Information Filing provided by the University pursuant to, and as described in, Sections 3 and 4.

“Audited Financial Statements” means the audited basic financial statements of the University, prepared in conformity with generally accepted accounting principles applicable to institutions of higher education such as the University.

“Authorized Disclosure Representative” means the Senior Vice President of Finance and Chief Financial Officer of the University or an alternate or alternates, each of whom shall be designated by the University in a certificate to the Trustee, substantially in the form of Exhibit D, and have the same authority, duties and powers as such Authorized Disclosure Representative.

“Beneficial Owner” means any person that (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.

“EMMA” means the Electronic Municipal Market Access system of the MSRB; information regarding submissions to EMMA is available at <http://emma.msrb.org>.

“Filing Date” means the last day of the ninth month following the end of each Fiscal Year (or the next succeeding Business Day if that day is not a Business Day), beginning March 31, 2013.

“Fiscal Year” means the fiscal year of the University, presently a 12-month period ending June 30, which may be changed by the University from time to time.

“Holder” means, with respect to the Bonds, the person in whose name a Bond is registered in accordance with the Trust Agreement.

“MSRB” means the Municipal Securities Rulemaking Board.

“Notice Address” means:

- | | | |
|-----|-----------------------|---|
| (a) | as to the Trustee: | The Bank of New York Mellon
Trust Company, N.A.
1660 West Second Street, Suite 830
Cleveland, Ohio 44113 |
| (b) | as to the University: | Case Western Reserve University
10900 Euclid Avenue
4 Adelbert Hall
Cleveland, OH 44106
Attn: President
with copy to Treasurer |

or a different address as to which notice is given pursuant to Section 14.3 of the Lease or Section 13.03 of the Trust Agreement.

“Obligated Person” means, any person, including the issuer of municipal securities (such as the Bonds), who is generally or through an enterprise, fund or account of such person committed by contract or other arrangement to support payment of all or part of the obligations on the municipal securities being sold in an offering document (such as the Offering Circular); the University is the only Obligated Person for the Bonds.

“Offering Circular” means the Offering Circular for the Bonds dated November 14, 2012.

“Rule” means Rule 15c2-12 prescribed by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

“Specified Events” means any of the events with respect to the Bonds as set forth in Section 6.

“Underwriter” means Morgan Stanley & Co. LLC, the Original Purchaser of the Bonds and a “Participating Underwriter” with respect to the Bonds under the Rule.

The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Agreement and to an Exhibit means an exhibit to this Agreement, unless otherwise indicated.

Section 2. Purpose of this Continuing Disclosure Agreement. Pursuant to the Lease, this Agreement is being signed and delivered by the University and the Trustee, for the benefit of the Holders and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule. The University and the Trustee acknowledge that the Commission has undertaken no responsibility with respect to any Annual Filings, reports, notices or disclosures provided or required under this Agreement, and has no liability to any Person, including any Holder or Beneficial Owner of the Bonds, with respect to the Rule.

Section 3. Provision of Annual Information; Audited Financial Statements.

(a) The University shall provide (or cause to be provided) not later than the Filing Date to the MSRB and to the Trustee an Annual Filing that is consistent with the requirements of Section 4. The Annual Filing shall be submitted in an electronic format and contain such identifying information as is prescribed by the MSRB, and may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4; provided that the Audited Financial Statements of the University may be submitted separately from the balance of the Annual Filing and later than the Filing Date if they are not available by that date. If the University’s Fiscal Year changes, it shall give notice of such change in the same manner as for a Specified Event under Section 6.

(b) If the University is unable to provide to the MSRB an Annual Filing by the Filing Date, the University shall, in a timely manner, send a notice to the MSRB in an electronic format as prescribed by the MSRB.

Section 4. Content of Annual Filing. The University’s Annual Filing shall contain or include by reference the following:

(a) Financial information and operating data of the type included in APPENDIX A of the Offering Circular under the caption: “CASE WESTERN RESERVE UNIVERSITY” under the captions “Research at CWRU,” “Faculty,” “Employees,” “Pension Plans,” “Enrollment,” “Tuition and Fees,” “Financial Aid,” “Unrestricted, Temporarily Restricted and Permanently Restricted Net Assets,” “Gifts, Grants and Bequests,” “Investment Assets,” “Spending Policy Relating to Endowment and Other Assets” and (to the extent not presented in the University’s Audited Financial Statements) “Outstanding Indebtedness” and “Interest Rate Hedges.”

(b) The Audited Financial Statements of the University utilizing accounting principles applicable to institutions of higher education as described in the Offering Circular, except as may be modified from time to time and described in such financial statements.

The foregoing shall not obligate the University to prepare or update projections of any financial information or operating data.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the University, which have been submitted to the MSRB or the Securities and Exchange Commission. The University shall clearly identify each such other document so included by reference.

Section 5. Role of Trustee.

(a) Upon receipt of the Annual Filing, including Audited Financial Statements, from the University, the Trustee shall be entitled to assume that the University has provided the Annual Filing to the MSRB. The Trustee shall have no responsibility for providing the Annual Filing unless directed to do so by the University.

(b) If the Trustee has not received the Annual Filing for a Fiscal Year by its close of business on the fifteenth Business Day preceding the Filing Date for that Fiscal Year, the Trustee shall provide a notice to the Authorized Disclosure Representative, not later than its close of business on the next Business Day, substantially in the form of Exhibit A, by facsimile transmission (or other means similarly prompt) and by certified or registered mail, postage prepaid, return receipt requested. If the Trustee has not received that Annual Filing by its close of business on the Filing Date, the Trustee shall provide a notice to the Authorized Disclosure Representative, not later than its close of business on the next Business Day, substantially in the form of Exhibit B, by facsimile transmission (or other means similarly prompt). The University shall be entitled to provide written evidence of the submission of the Annual Filing in accordance with Section 3, including a certificate of the Authorized Disclosure Representative as to the relevant facts, and, if applicable, a written statement in an electronic format and containing such identifying information as prescribed by the MSRB regarding any failure to comply with Section 3. The Trustee shall be entitled to rely conclusively upon any written evidence provided by the University regarding the provision of that information to the MSRB. If, in any instance, the required information was not timely filed or the University fails to provide evidence, by 4:00 p.m., Ohio time, on the second Business Day following the Filing Date, of its timely filing with MSRB, the Trustee shall send or cause to be sent promptly, but in any event not later than its close of business on the third Business Day following the Filing Date, a notice substantially in the form of Exhibit C, modified to reflect the pertinent facts, to the MSRB in an electronic format and containing such identifying information as prescribed by the MSRB. The Trustee shall promptly provide a copy of such notice to the University.

Section 6. Reporting of Specified Events.

(a) The University shall provide (or cause to be provided) to the MSRB and to the Trustee in an electronic format and containing such identifying information as is prescribed by the MSRB and in a timely manner but not later than ten business days after the occurrence of the event, notice of any of the following events with respect to the Bonds, as specified by the Rule:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties; (a)
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties; (a)
- (5) Substitution of credit or liquidity providers, or their failure to perform; (a)

- (6) (Issuance of) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security (*i.e.*, the Bonds), or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers; (b)
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material; (c)
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership or similar event of the Obligated Person; Note: For the purposes of the event identified in this subparagraph, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.
- (13) The consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.

Note:

- (a) The University has not obtained or provided, and does not expect to obtain or provide, any debt service reserves, credit enhancements or credit or liquidity facilities for the Bonds.
- (b) Any scheduled redemption of Bonds pursuant to mandatory sinking fund redemption requirements does not constitute a specified event within the meaning of the Rule.
- (c) Repayment of the Bonds is not secured by a lien on any property capable of release or sale or for which other property may be substituted

For the Specified Events described in Section 6(a) (2), (6, as applicable), (7), (8, as applicable), (10), (13) and (14), the University, as the Obligated Person with respect to the Bonds, acknowledges that it must make a determination whether such Specified Event is material under applicable federal securities laws in order to determine whether a filing is required.

(b) The Trustee shall promptly notify the Authorized Disclosure Representative upon obtaining actual knowledge of the occurrence of any Specified Event (other than a nonpayment related default, the giving of a notice of optional redemption of any Bonds or defeasance of the Bonds or any provision thereof). The Trustee shall have no responsibility to file any notice of such Specified Events unless directed to do so by the University.

Section 7. Additional Information. Nothing in this Agreement shall be deemed to prevent the University from disseminating any other information, using the means of dissemination set forth in this Agreement or providing any other means of communication, or including any other information in any Annual Filing or providing notice of the occurrence of an event, in addition to that which is required by this Agreement. If the University chooses to include any information in any document or notice of occurrence of an event in addition to that which is specifically required by this Agreement, the University shall have no obligation under this Agreement to update such information or include it in any future Annual Filing or notice of occurrence of a Specified Event.

Section 8. Amendments. The University reserves the right to amend this Agreement, and noncompliance with any provision of this Agreement may be waived, as may be necessary or appropriate to (a) achieve its compliance with any applicable federal securities law or rule, (b) cure any ambiguity, inconsistency or formal defect or omission and (c) address any change in circumstances arising from a change in legal requirements, change in law or change in the identity, nature or status of the University or type of business conducted by the University. Any such amendment or waiver shall not be effective unless this Agreement (as amended or taking into account such waiver) would have materially complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances, and until the University shall have received either (i) a written opinion of bond counsel or other qualified independent special counsel selected by the University that the amendment or waiver would not materially impair the interests of Holders or Beneficial Owners or (ii) the written consent to the amendment or waiver of the Holders of at least a majority of the principal amount of the Bonds then outstanding. An Annual Filing containing any revised operating data or financial information shall explain, in narrative form, the reasons for any such amendment or waiver and the impact of the change on the type of operating data or financial information being provided. If the amendment relates to the accounting principles to be followed in preparing Audited Financial Statements, (A) the University shall provide notice of such change in the same manner as for a Specified Event under Section 6 and (B) the Annual Filing for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements or information as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Termination. The obligations of the University under this Agreement shall remain in effect only for such period that (a) the Bonds are outstanding in accordance with their terms and (b) the University remains an Obligated Person with respect to the Bonds within the meaning of the Rule, subject to the survival of certain provisions to the extent expressly provided in Section 12. The obligation of the University to provide the Annual Filing and notices of Specified Events set forth in Section 6 shall terminate, if and when the University no longer remains an Obligated Person with respect to the Bonds. If any person, other than the University, becomes an Obligated Person relating to the Bonds, the University shall use its best

efforts to require such Obligated Person to comply with all provisions of the Rule applicable to such Obligated Person.

Section 10. University; Dissemination Agent. The University represents that it will be the only Obligated Person with respect to the Bonds at the time the Bonds are delivered by the Commission to the Underwriter. Either the University or the Trustee may, from time to time, appoint or engage an agent to act on its behalf in performing its obligations under this Agreement and may discharge any such agent, with or without appointing a successor; provided that neither the University nor the Trustee shall be relieved in any respect by appointment of an agent from primary liability for the performance of its obligations under this Agreement. An agent may resign by providing 30 days' written notice to the University and the Trustee.

Section 11. Remedy for Breach. This Agreement shall be solely for the benefit of the Holders and Beneficial Owners from time to time of the Bonds. The exclusive remedy for any breach of this Agreement by the University shall be limited, to the extent permitted by law and as hereinafter provided, to a right of Holders and Beneficial Owners, or the Trustee, to institute and maintain, or cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the University of its obligations under this Agreement in a court in Cuyahoga County, Ohio. Any individual Holder or Beneficial Owner may institute and maintain, or cause to be instituted and maintained, such proceedings to require the University to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Any such proceedings to require the University to perform any other obligation under this Agreement (including any proceedings that contest the sufficiency of any pertinent filing) may be instituted and maintained only by the Trustee, which may institute and maintain any such proceedings in its discretion and shall do so, subject to the same conditions, protections, limitations and procedures that would apply under the Trust Agreement if the breach were an Event of Default under the Trust Agreement, at the direction of Holders of at least 25% in aggregate principal amount of the Bonds then outstanding. Any failure of the University to comply with the provisions of this Agreement shall not be a default or failure, or an Event of Default, under the Lease, the Guaranty Agreement or the Trust Agreement. No Person or entity shall be entitled to recover monetary damages under this Agreement.

Section 12. Performance by the Trustee; Compensation.

(a) Solely for the purpose of (i) defining the standards of care and performance applicable to the Trustee in the performance of its obligations under this Agreement, (ii) the manner of execution by the Trustee of those obligations, (iii) defining the manner in which, and the conditions under which, the Trustee may be required to take any action at the direction of Holders, including the condition that indemnification be provided, and (iv) matters of removal, resignation and succession of the Trustee under this Agreement, Article VI of the Trust Agreement is hereby made applicable to this Agreement as if this Agreement were contained in the Trust Agreement; provided that the Trustee shall have only such duties under this Agreement as are specifically set forth in this Agreement, and the University agrees to indemnify and hold harmless the Trustee, its officers, directors, employees and agents, from and against any loss, cost, expense or liability that it may incur arising out of or in the exercise or performance of its obligations under this Agreement, including any costs and expenses (including the reasonable compensation and the expenses and disbursements of its counsel and of all agents and other persons regularly in its employ) of defending any claim of liability, but excluding liabilities due to the negligence or bad faith of the Trustee. For purposes of this Agreement, the Trustee shall not be deemed to have actual knowledge of any event or occurrence unless an officer or other authorized person in the Trustee's corporate trust group shall have actual knowledge of that event or occurrence.

(b) The University agrees to pay to the Trustee from time to time reasonable compensation for services provided by the Trustee under this Agreement and to pay or reimburse the Trustee upon request for all reasonable expenses, disbursements and advances incurred or made in accordance with this Agreement or as a result of the University's failure to perform its obligations hereunder (including the reasonable compensation and the expenses and disbursements of its counsel and of all agents and other persons regularly in its employ), except to the extent that any such expense, disbursement or advance is due to the negligence or bad faith of the Trustee.

(c) The obligations of the University under this Section shall survive resignation or removal of the Trustee and termination of other provisions of this Agreement pursuant to Section 9.

(d) The Trustee is a party to this Agreement for and on behalf of the Holders and Beneficial Owners of the Bonds and shall not be considered to be the agent of the University when performing any actions required to be taken by the Trustee under this Agreement.

(e) The Trustee shall not have any obligation under this Agreement to investigate or determine whether any filing or notice made under this Agreement complies with federal securities laws or rules.

Section 13. Notices. Except as otherwise expressly provided in this Agreement, it shall be sufficient service or giving of any notice to the parties hereto, if that notice is either mailed by first class mail, postage prepaid, addressed to the relevant party at its Notice Address, or transmitted by facsimile transmission addressed to the relevant party at its number for receipt of facsimile transmissions set forth in its Notice Address. The University and the Trustee may designate from time to time, by notice given hereunder, any further or different addresses (including facsimile transmission numbers) to which any subsequent notice shall be sent.

Section 14. Recordkeeping. The University shall maintain records of all Annual Filings and notices of Specified Events and other events including the content of such disclosure, the names of the entities with whom such disclosures were filed and the date of filing such disclosure.

Section 15. Assignment. The University may assign its obligations under this Agreement only in connection with the assignment of its obligations under and in accordance with the provisions of any contractual commitment or other arrangement to support payment of all or any part of the Bonds, including without limitation the Lease; provided that the University shall not assign its obligations under this Agreement so long as it remains an Obligated Person with respect to the Bonds and except to the assignee of its obligations under any such contractual commitment or other arrangement to support payment of the Bonds. The University may assign its obligations under any such contractual commitment or other arrangement, without remaining primarily liable for the performance of those obligations, only if the assignee of the University assumes its obligations under this Agreement. Any assignment by the University of its obligations under this Agreement shall not be effective unless and until the assignee of the University shall have expressly assumed in writing, for the benefit of the Holders and Beneficial Owners from time to time of the Bonds, by an instrument in form and substance satisfactory to the Trustee, the obligations of the University under this Agreement or enters into a new agreement for purposes of the Rule that is substantially similar to the undertaking of the University under this Agreement.

Section 16. Beneficiaries. This Agreement shall inure solely to the benefit of the Commission, the University, the Trustee and the Holders and Beneficial Owners from time to

time of the Bonds, and any official, employee or agent thereof acting for and on its behalf, and shall not create any rights in any other person or entity.

Section 17. Severability. In case any section or provision of this Agreement, or any covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect the remainder thereof or any other section or provision thereof or any other covenant, stipulation, obligation, agreement, act or action, or part thereof made, assumed, entered into, or taken thereunder (except to the extent that such remainder or section or provision or other covenant, stipulation, obligation, agreement, act or action, or part thereof is wholly dependent for its operation on the provision determined to be invalid), which shall be construed and enforced as if such illegal or invalid portion were not contained therein, nor shall such illegality or invalidity of any application thereof affect any legal and valid application thereof, and each such section, provision, covenant, stipulation, obligation, agreement, act or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 18. Counterparts. This Agreement may be signed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 19. Governing Law. This Agreement shall be deemed to be an agreement made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

[Balance of Page Left Blank Intentionally]

IN WITNESS WHEREOF, the University and the Trustee have caused this Agreement to be duly signed in their respective names, all as of the date set forth above.

CASE WESTERN RESERVE UNIVERSITY,
as lessor

By: _____
Senior Vice President of Finance and CFO

And By: _____
Treasurer

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Trustee

And By: _____
Vice President

\$28,345,000
State of Ohio
Higher Educational Facility Revenue Refunding Bonds
(Case Western Reserve University Project) 2012 Series A

**NOTICE TO UNIVERSITY OF FAILURE
TO FILE ANNUAL INFORMATION**

TO: Senior Vice President of Finance and CFO
Case Western Reserve University

The undersigned, as the trustee under the Trust Agreement, dated as of November 1, 2012, securing the captioned bonds (the "Bonds"), and as a party to the Continuing Disclosure Agreement, dated as of November 1, 2012 (the "Agreement"), between the undersigned and Case Western Reserve University, an Ohio nonprofit corporation (the "University"), hereby notifies you (with each capitalized term used but not defined herein having the meaning assigned to it in the Agreement) that the University, as of the date of this notice, has not provided or caused to be provided to the undersigned the Annual Filing that is required under the Agreement to be so provided not later than _____. The Annual Filing is required under the Agreement to be provided or caused to be provided both to the undersigned and to the MSRB not later than that date.

Dated: _____

By: _____
Title: _____

\$28,345,000
State of Ohio
Higher Educational Facility Revenue Refunding Bonds
(Case Western Reserve University Project) 2012 Series A

**SECOND NOTICE TO UNIVERSITY OF FAILURE
TO FILE ANNUAL INFORMATION**

TO: Senior Vice President of Finance and CFO
Case Western Reserve University

The undersigned, as the trustee under the Trust Agreement, dated as of November 1, 2012, securing the captioned bonds (the "Bonds"), and as a party to the Continuing Disclosure Agreement dated as of November 1, 2012 (the "Agreement"), between the undersigned and Case Western Reserve University, an Ohio nonprofit corporation (the "University"), hereby notifies you (with each capitalized term used but not defined herein having the meaning assigned to it in the Agreement) that the University, as of the date of this notice, has not provided or caused to be provided to the undersigned the Annual Information that is required under the Agreement to be so provided not later than _____.

Please provide the required Annual Filing to the undersigned, together with written evidence as to whether that information has been provided to the MSRB and, if so, when it was provided. If, in any instance, the Annual Filing will not be timely provided to the MSRB in accordance with Section 3 of the Agreement, you may submit a written statement in an electronic format and containing such identifying information as prescribed by the MSRB regarding the University's failure to comply that would be provided to the MSRB with the notice that the undersigned must give of that failure to comply under Section 4 of the Agreement. Any such written evidence or statement must be received by the undersigned not later than 4:00 p.m., Cleveland, Ohio time, on _____, 20____. If the undersigned has not received written evidence by that time that a timely filing was made, a notice will be filed promptly thereafter with the MSRB, substantially in the form attached as Exhibit C to the Agreement.

Dated: _____

By: _____
Title: _____

\$28,345,000
State of Ohio
Higher Educational Facility Revenue Refunding Bonds
(Case Western Reserve University Project) 2012 Series A

**NOTICE TO MSRB OF FAILURE
TO TIMELY FILE ANNUAL INFORMATION**

TO: MSRB

The undersigned, as the trustee under the Trust Agreement, dated as of November 1, 2012, securing the captioned bonds (the "Bonds"), and as a party to the Continuing Disclosure Agreement, dated as of November 1, 2012 (the "Agreement"), between the undersigned and Case Western Reserve University, an Ohio nonprofit corporation (the "University"), hereby notifies you (with each capitalized term used but not defined herein having the meaning assigned to it in the Agreement) that:

[1. The University, as of the date of this notice, has not provided or caused to be provided to the Trustee the Annual Filing for its Fiscal Year that ended June 30, 20__ and has not provided any written evidence to the Trustee concerning the timeliness of its Annual Filing with the MSRB. That Annual Filing was required under the Agreement to be provided to the Trustee and the MSRB not later than _____]

[1. The University provided or caused to be provided the Annual Filing that was required to be provided to the MSRB not later than _____, 20__, to the MSRB on _____, 20__.]

[2. The University has provided the attached statement concerning its failure to provide or cause to be provided the Annual Filing in accordance with the Agreement. The Trustee does not assume any responsibility for the accuracy or completeness of that statement and has not undertaken, and will not undertake, any investigation to determine its accuracy or completeness.]

Dated: _____

By: _____
Title: _____

cc:

\$28,345,000
State of Ohio
Higher Educational Facility Revenue Refunding Bonds
(Case Western Reserve University Project) 2012 Series A

DESIGNATION OF AUTHORIZED DISCLOSURE REPRESENTATIVE

To: The Bank of New York Mellon Trust Company, N.A., as Trustee

The undersigned hereby designates, pursuant to the Continuing Disclosure Agreement between Case Western Reserve University and The Bank of New York Mellon Trust Company, N.A., dated as of November 1, 2012, the individuals listed below as Authorized Disclosure Representative and Alternate[s], respectively, and certifies that the signatures opposite the name of each individual is the true signature of that individual.

Authorized Disclosure Representative

Signature

Name and Title

Alternate

Name and Title

Alternate

Name and Title

Dated: _____

By: _____

Title:

