


\$160,000,000
THE HOWARD UNIVERSITY
TAXABLE BONDS, SERIES 2016
CUSIP: 442851AA9

Defined Terms	All capitalized terms that are not otherwise defined on this cover page have the meanings provided to such terms in this Offering Memorandum.
The Bonds	The bonds captioned above (the “Bonds”) are being issued pursuant to an Indenture of Trust, dated as of June 1, 2016 (the “Indenture”), by and between The Howard University, a private, non-profit institution of higher education organized under the laws of the United States (the “University”), and The Bank of New York Mellon, as trustee (the “Trustee”). Interest on and profit, if any, on the sale of the Bonds are not excludable from gross income for federal, state or local income tax purposes.
Purpose	Proceeds of the Bonds are expected to be used to (i) refinance certain existing credit facilities of the University, (ii) satisfy certain accounts payable obligations, and (iii) for other lawful and proper corporate purposes of the University. See “PLAN OF FINANCE AND SOURCES AND USES OF FUNDS” herein.
Security	The Bonds will be secured, in the manner described herein, by an irrevocable, direct-pay letter of credit (the “Letter of Credit”) to be issued by Barclays Bank PLC (“Barclays Bank”).
	
	See “DESCRIPTION OF THE BONDS – Security for the Bonds” herein.
Purchase; Redemption	The Bonds are subject to optional and mandatory tender for purchase, and redemption prior to maturity, as described herein. See “DESCRIPTION OF THE BONDS” herein.
Maturity Date	August 1, 2031.
Modes	The Bonds will initially bear interest at a Weekly Rate (as defined herein) and are subject to conversion to a Daily Rate, Flexible Term Rate, Medium-Term Rate, Fixed Rate, or Index Interest Rate, as further described herein. <i>This Offering Memorandum only provides information regarding the Bonds while bearing interest at the Weekly Rate.</i>
Interest Payment Dates	Interest on the Bonds is payable on the first Business Day of each month, commencing July 1, 2016.
Delivery Date	It is expected that the Bonds will be available for delivery to The Depository Trust Company (“DTC”) on or about June 23, 2016. The Bonds will be registered in the name of Cede & Co., as nominee for DTC, which will act as securities depository for the Bonds. See “DESCRIPTION OF THE BONDS” herein.

This cover page contains certain information for quick reference only. It is not a summary of the Bonds or this Offering Memorandum. Investors must read the entire Offering Memorandum, including the Appendices, which are an integral part hereof, to obtain information essential to the making of an informed investment decision regarding the Bonds.

The Bonds are offered when, as and if issued by the University and accepted by the Underwriter. Legal matters with respect to the Bonds are subject to the approval of Ballard Spahr LLP, Bond Counsel. Certain legal matters will be passed upon for the University by its General Counsel. Certain legal matters will be passed upon for Barclays Bank by its counsel, McDermott Will & Emery LLP. Certain legal matters will be passed upon for the Underwriter and the Remarketing Agent by its counsel, Hawkins Delafield & Wood LLP.

Barclays

will serve as Underwriter and Remarketing Agent

June 17, 2016

No Offering May Be Made Except by this Offering Memorandum. No dealer, broker, salesperson or other person has been authorized by the University or the Underwriter to give any information or to make representations, other than as contained in this Offering Memorandum, and if given or made, such other information or representations must not be relied upon as having been authorized by the University or the Underwriter. This Offering Memorandum 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 jurisdiction in which such sale would be unlawful.

Use of this Offering Memorandum. This Offering Memorandum is submitted in connection with the sale of the Bonds described in this Offering Memorandum and may not be reproduced or used, in whole or in part, for any other purpose. This Offering Memorandum is not to be construed as a contract or agreement among the University, the Underwriter, and the purchasers or owners of any offered Bonds. This Offering Memorandum is being provided to prospective purchasers either in bound printed form (“Original Bound Format”) or in electronic format on the following website: www.munideals.com. This Offering Memorandum may be relied upon only if it is in its Original Bound Format or if it is printed in full directly from such website.

Preparation of this Offering Memorandum. The information set forth herein has been furnished by the University and includes information obtained from other sources, all of which are believed to be reliable. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the University since the date hereof. Such information and expressions of opinion are made for the purpose of providing information to prospective investors and are not to be used for any other purpose or relied on by any other party. The Underwriter has reviewed the information in this Offering Memorandum in accordance with, and as part of, their 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.

Order and Placement of Materials. The order and placement of materials in this Offering Memorandum, including the Appendices, are not to be deemed a determination of relevance, materiality or importance, and this Offering Memorandum, including the cover page, the inside cover pages and the Appendices, must be considered in its entirety. The captions and headings in this Offering Memorandum are for convenience only and in no way define, limit or describe the scope or intent, or affect the meaning or construction, of any provisions or sections of this Offering Memorandum. The offering of the Bonds is made only by means of this entire Offering Memorandum.

Estimates and Forecasts. The statements contained in this Offering Memorandum and the Appendices hereto that are not purely historical are forward-looking statements. Such forward-looking statements can be identified, in some cases, by terminology such as “may,” “will,” “should,” “expects,” “intends,” “plans,” “anticipates,” “believes,” “estimates,” “projects,” “predicts,” “potential,” “illustrate,” “example,” and “continue,” or the singular, plural, negative or other derivations of these or other comparable terms. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Offering Memorandum are based on information available to such parties on the date of this Offering Memorandum, and the University assumes no obligation to update any such forward-looking statements. The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including, but not limited to, risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in various important factors. Accordingly, actual results may vary from the projections, forecasts and estimates contained in this Offering Memorandum and such variations may be material, which could affect the ability to fulfill some or all of the obligations under the Bonds.

Public Offering Prices. In connection with the offering of the Bonds, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of the Bonds at levels above those which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time.

No Recommendation or Registration. The Bonds have not been recommended by any federal or state securities commission or regulatory authority. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this document. Any representation to the contrary is a criminal offense. The Bonds have not been registered with the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended, in reliance upon the exemption provided by Section 3(a)(4) of such act. The Indenture has not been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions contained in such act.

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The CUSIP (Committee on Uniform Securities Identification Procedures) number shown on the cover hereof has been assigned by an organization not affiliated with the University or the Underwriter, and such parties are not responsible for the selection or use of the CUSIP number. The CUSIP number is included solely for the convenience of bondholders and no representation is made as to the correctness of such CUSIP number. CUSIP numbers assigned to securities may be changed during the term of such securities based on a number of factors including, but not limited to, the refunding or defeasance of such issue or the use of secondary market financial products. Neither the University nor the Underwriter have agreed to, and there is no duty or obligation to, update this Offering Memorandum to reflect any change or correction in the CUSIP number set forth on the front cover hereof.

Other than with respect to information concerning Barclays Bank, the Letter of Credit, and the Reimbursement Agreement contained under the caption “THE REIMBURSEMENT AGREEMENT AND THE LETTER OF CREDIT” and “BARCLAYS BANK” and in APPENDIX B – “Certain Information Concerning Barclays Bank” herein, none of the information in this Offering Memorandum has been supplied or verified by Barclays Bank, and Barclays Bank makes no representation or warranty, express or implied, as to (i) the accuracy or completeness of such information; or (ii) the validity of the Bonds.

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OFFERING MEMORANDUM

RELATING TO

\$160,000,000

THE HOWARD UNIVERSITY TAXABLE BONDS, SERIES 2016

INTRODUCTION

This Offering Memorandum, including the cover page and the Appendices hereto, is provided to set forth certain information pertaining to the issuance by The Howard University (the “University”) of its \$160,000,000 Taxable Bonds, Series 2016 (the “Bonds”). The Bonds are to be issued pursuant to an Indenture of Trust, dated as of June 1, 2016 (the “Indenture”), by and between the University and The Bank of New York Mellon, as trustee (the “Trustee”) and as paying agent (the “Paying Agent”).

The University is a private, non-profit institution of higher education organized under the laws of the United States, which also owns Howard University Hospital (the “Hospital”), both of which are located in Washington, D.C. The University provides academic services in the form of education and training, primarily for students at the undergraduate, graduate and postdoctoral levels, and performs research, training and other services under grants, contracts, and similar agreements with sponsoring organizations, primarily departments and agencies of the United States government. The Hospital provides patient healthcare services and certain members of the University’s faculty are part of its academic clinical activities. The University has entered into a qualified management contract with Paladin-Howard University Management, LLC (a wholly-owned subsidiary of Paladin Healthcare Management, LLC), as manager with respect to the Hospital.

Reference is made to the continuing disclosure filings of the University made on the Municipal Securities Rulemaking Board’s Electronic Municipal Markets Access (“EMMA”) system, pursuant to continuing disclosure agreements entered into in connection with other indebtedness of the University that are subject to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (the “Rule”). Such filings include annual financial information, operating data, and event notices required by such agreements and the Rule. The information pertaining to the University on EMMA does not constitute an offer to buy or sell securities, nor is it a solicitation therefor and the information contained on such website is not incorporated by reference in this Offering Memorandum. The Bonds are not subject to the Rule and the University will not enter into a continuing disclosure agreement in connection with the issuance of the Bonds.

The most recent filings are dated December 2015 and were posted on EMMA on January 7, 2016, and include (i) consolidated financial statements for the fiscal year ended June 30, 2015, and (ii) comparative operating data for the University as of June 30, 2015. The University's fiscal year 2016 consolidated operating results (unaudited; including the Hospital) for the ten months ended April 30, 2016, compared to the fiscal year 2015 actuals (unaudited) for the ten months ended April 30, 2015, and the fiscal year 2016 budgeted numbers for such period, are set forth below. The University's audited final operating results for the fiscal year ended June 30, 2015, and projected year end operating results for the fiscal year ending June 30, 2016, are also included below. These numbers are based on all information currently known to University management, but are subject to revisions, some of which may be material, once the audit of the fiscal year 2016 consolidated financial statements has been finalized.

	Ten Months ended April 30 (unaudited) ⁽¹⁾			Twelve Months ended June 30 ⁽¹⁾	
	FY15 Actual	FY 16 Budget	FY 16 Actual	FY 15 Audited Final	FY 16 Year End Projected
Operating Revenues	\$ 684,970	\$ 697,569	\$ 667,100	\$ 786,948	\$ 787,773
Operating Expenses	<u>705,822</u>	<u>701,307</u>	<u>666,450</u>	<u>842,148</u>	<u>807,174</u>
Operating Results	<u>\$ (20,852)</u>	<u>\$ (3,738)</u>	<u>\$ 650</u>	<u>\$ (55,200)</u>	<u>\$ (19,401)</u>

⁽¹⁾ In thousands.

Proceeds of the Bonds are expected to be used to (i) refinance certain existing credit facilities of the University, (ii) satisfy certain accounts payable obligations, and (iii) for other lawful and proper corporate purposes of the University. See "PLAN OF FINANCE AND SOURCES AND USES OF FUNDS" herein.

As further described herein, the Bonds will be secured by an irrevocable, direct-pay letter of credit (the "Letter of Credit") to be issued by Barclays Bank PLC ("Barclays Bank"). In addition, the Bonds are general obligations of the University. See "DESCRIPTION OF THE BONDS – Security for the Bonds" herein.

Pursuant to the terms set forth in the Indenture, the Interest Rate Determination Method for the Bonds may be converted to a Daily Rate, Weekly Rate, Flexible Term Rate, Medium-Term Rate, Fixed Rate, or Index Interest Rate. This Offering Memorandum only provides information regarding the Bonds while bearing interest at the Weekly Rate.

DESCRIPTION OF THE BONDS

General

The Bonds will initially bear interest from the Delivery Date at a rate determined weekly as described under the caption “– Interest Rate – *Weekly Rate*” below (a “Weekly Rate”) and will continue to bear interest at such rate until maturity or until the University elects to change the Interest Rate Determination Method to a different variable rate interest rate mode or fixed interest rate in accordance with the Indenture (a “Conversion”). As more fully described under the caption “– Conversion of Interest Rate Determination Method” below, a Conversion from a Weekly Rate to any other Interest Rate Determination Method will result in the mandatory purchase of Bonds. The Bonds will mature, unless sooner paid, on August 1, 2031, on which date all unpaid principal, redemption premium, if any, and interest on the Bonds will be due and payable. Set forth below is a summary of certain provisions of the Bonds while bearing interest at a Weekly Rate. For the meaning of certain defined terms from the Indenture used under this caption, see “– Certain Indenture Definitions” below.

During a Weekly Rate Period, individual purchases of the Bonds may be made in the principal amount of \$250,000 and any integral multiple of \$5,000 in excess thereof (“Authorized Denominations”). The Bonds are available only as fully-registered bonds without coupons and when issued will be registered to Cede & Co., as nominee of The Depository Trust Company (“DTC”), to which payments of principal and interest will be made. Purchasers of the Bonds will not receive physical delivery of bond certificates representing their beneficial ownership interests. See APPENDIX C – “Book-Entry Only System.”

Security for the Bonds

Letter of Credit

The Bonds will be secured by the Letter of Credit to be issued by the Initial Credit Provider. The Letter of Credit serves as a “Credit Facility” within the meaning of the Indenture. *The Letter of Credit only permits draws to be made for Bonds while bearing interest at the Weekly Rate or Daily Rate, and does not apply to Bank Bonds or Borrower Bonds, as defined below.* See “THE REIMBURSEMENT AGREEMENT AND THE LETTER OF CREDIT” herein.

As set forth in the Reimbursement Agreement (as defined herein), (i) “Bank Bonds” means all Bonds which may from time to time have been purchased with proceeds of drawings under the Letter of Credit and (ii) “Borrower Bonds” means Bonds directly owned by, registered in the name of or known to the Trustee to be held for the benefit of or for the account of the University.

General Obligations of the University

The Bonds are also general obligations of the University and the University has pledged and assigned to the Trustee and to its successors in trust, and granted a security interest in, on the basis set forth in the Indenture, and its and their assigns, all right, title and interest of the University, if any, in and to the Trust Estate (as defined below).

Payment of Bonds

Payments of principal and interest on the Bonds (other than Bank Bonds or Borrower Bonds) will be made from the following sources in the following order of priority: first, from the proceeds of draws by the Trustee on the Credit Facility; and second, from moneys paid by the University pursuant to the Indenture.

Payments of the Purchase Price (as defined herein) of Bonds that are to be purchased on each Optional Tender Date or Mandatory Purchase Date (each as defined below) will be made in the following order of priority: first, from proceeds of the remarketing of such Bonds (or portions thereof) transferred to the Paying Agent; second, from moneys drawn under the Credit Facility; third, from Eligible Funds from the Bond Purchase Fund; and fourth, from any other moneys furnished to the Trustee and available for such purpose. The Purchase Price is payable as described below under “– Tender Provisions.”

Interest Rate

Interest on the Bonds bearing interest at a Weekly Rate will be computed on the basis of a 365- or 366-day year for the actual number of days elapsed and will be paid on the first Business Day of each month (each an “Interest Payment Date”), commencing July 1, 2016. Interest on the Bonds will accrue from and include the Delivery Date to, but not including, the Interest Payment Date on which interest is to be paid, and thereafter from and include the last Interest Payment Date on which interest has been paid to, but not including, the Interest Payment Date on which interest is to be paid.

The Remarketing Agent (as defined below) will determine the interest rates on the Bonds bearing interest at a Weekly Rate, as more fully described under the captions “– *Weekly Rate*” below. In no event, however, will the interest on any Bonds exceed the lesser of (i) the highest rate allowed by applicable law, or (ii)(a) with respect to Bonds that are not Bank Bonds, 12% per annum, and (b) with respect to Bank Bonds, the rate specified in the Reimbursement Agreement.

Pursuant to the Remarketing Agreement (as defined herein), the “Remarketing Agent” will be Barclays Capital Inc.

Weekly Rate

During any Weekly Rate Period, the Bonds will bear interest at the Weekly Rate (the “Weekly Mode”). During any Weekly Rate Period, the Remarketing Agent will determine the Weekly Rate for the applicable Weekly Interest Period by 6:00 p.m., Local Time, on the applicable Computation Date. Each Weekly Rate will be the minimum rate of interest which, in the opinion of the Remarketing Agent under then-existing market conditions, would result in the sale of the Bonds on the first Business Day of such Weekly Interest Period at a price equal to the principal amount thereof, plus accrued interest, if any.

Failure of the Remarketing Agent to Determine a Weekly Rate

In the event (i) the Remarketing Agent fails or is unable to determine the interest rate for the Bonds in a Weekly Mode, (ii) the interest rate established by the Remarketing Agent is held to be invalid or unenforceable, or (iii) no Remarketing Agent is serving as such under the Indenture or the Remarketing Agent otherwise suspends its remarketing efforts in accordance with the Remarketing Agreement, the interest rate to be borne by the Bonds during each subsequent Weekly Rate Period will be equal to the Alternate Weekly Index on the date such interest was (or would have been determined) until such time as the use of such Alternate Weekly Index is no longer necessary. The Remarketing Agent or the Trustee, if there is no Remarketing Agent, will notify the University if the Alternate Weekly Index is being used to

calculate interest on the Bonds.

Conversion of Interest Rate Determination Method

The University may elect to change the Interest Rate Determination Method for the Bonds from a Weekly Rate to any other Interest Rate Determination Method on any Conversion Date (as defined herein) with notice and the satisfaction of certain requirements. During a Weekly Rate Period, such notice must be received by the Remarketing Agent and the Trustee at least twenty-five (25) days prior to the proposed Conversion Date. While a Credit Facility is in effect, the consent of the Credit Provider will be required in connection with any Conversion under the Indenture. The Trustee will give written notice to the bondholders of a proposed Conversion Date, which notice will be sent at least fifteen (15) days prior to the proposed Conversion Date.

As described under the caption “– *Mandatory Tender for Purchase*” below, the Bonds will be subject to mandatory tender upon any Conversion from a Weekly Rate to any other Interest Rate Determination Method.

Tender Provisions

On each Optional Tender Date (as defined herein) and each Mandatory Purchase Date, the Trustee will purchase the Bonds (or portions thereof), tendered (or deemed tendered) to the Trustee for purchase in accordance with the Indenture, at the applicable Purchase Price. Funds for the payment of such Purchase Price will be paid by the Paying Agent solely from the following sources and in the following order of priority: (i) proceeds of the remarketing of such Bonds (or portions thereof) transferred to the Paying Agent; (ii) moneys drawn under the Credit Facility; (iii) Eligible Funds from the Bond Purchase Fund; and (iv) any other moneys furnished to the Trustee and available for such purpose.

Remarketing Proceeds. In connection with any Optional Tender Date or Mandatory Purchase Date, the Remarketing Agent (subject to the provisions of the Remarketing Agreement) will use its best efforts to sell the Bonds (including Bank Bonds) at a purchase price equal to the principal amount thereof plus accrued interest, if any, to the applicable Optional Tender Date or Mandatory Purchase Date (each a “Purchase Date”). See “REMARKETING AGENT” below.

Credit Facility Draws. The Trustee will draw on the Credit Facility in an amount equal to the difference between (i) the Purchase Price of all Bonds tendered on a Purchase Date (other than Bank Bonds and Borrower Bonds) and (ii) the amount of remarketing proceeds delivered by the Remarketing Agent to the Paying Agent in accordance with the Indenture.

Bond Purchase Fund. Under the Indenture, the Bond Purchase Fund will be established to hold all moneys received by the Trustee pursuant to the Indenture or otherwise (including draws under the Credit Facility) that are required or directed to be paid into the Bond Purchase Fund. The Trustee will establish with the Paying Agent a separate subaccount of the Bond Purchase Fund into which the proceeds of the remarketing of Bonds will be deposited and a separate subaccount of the Bond Purchase Fund into which all amounts drawn under the Credit Facility to effect a purchase of Bonds on a Purchase Date will be deposited. Neither the Trustee nor the Paying Agent may commingle amounts in either of such subaccounts with any other funds. Moneys in the Bond Purchase Fund will be held in trust for the bondholders and used solely for the payment of the Purchase Price of the Bonds required to be purchased as described above.

Notwithstanding anything to the contrary in the Indenture, the University is not responsible to bondholders for any failure by the Credit Provider (if a Credit Facility is in effect) to purchase Bonds

tendered or deemed tendered on an Optional Tender Date or a Mandatory Purchase Date. Upon any such failure, the University may, in its sole discretion, provide funds to the Trustee for deposit into the Bond Purchase Fund to be used to purchase Bonds tendered or deemed tendered on an Optional Tender Date or a Mandatory Purchase Date.

For so long as the Bonds are registered to Cede & Co., as nominee for DTC, the tender option rights of holders of the Bonds must be exercised in accordance with the procedures established by DTC. See APPENDIX C – “Book-Entry Only System.”

Optional Tender for Purchase

During any Weekly Rate Period, bondholders have the right to tender any Bond (or portion thereof in an Authorized Denomination), for purchase by the Trustee on any Business Day (an “Optional Tender Date”) upon delivery of notice to the Remarketing Agent (with a copy to the Trustee) at its principal office, not later than 5:00 p.m., Local Time, on or before the seventh (7th) day (or on the immediately preceding Business Day, if such seventh (7th) day is not a Business Day) next preceding such Optional Tender Date, stating (i) that such bondholder intends to tender for purchase all or a portion of such holder’s Bonds and the amount of Bonds to be tendered and (ii) the Optional Tender Date on which such Bonds will be tendered. Any such tender will only be effective upon the delivery of such Bonds to the Trustee at its principal office at or prior to 10:00 a.m., Local Time, on such Optional Tender Date.

Any election of a bondholder to tender Bonds for purchase on an Optional Tender Date is irrevocable.

Mandatory Tender for Purchase

The Bonds in a Weekly Mode are subject to mandatory purchase on each Mandatory Purchase Date at the Purchase Price thereof. Bondholders subject to such mandatory tender for purchase are required to tender such Bonds to the Trustee by 10:00 a.m., Local Time, on each Mandatory Purchase Date. Not less than fifteen (15) days prior to each Mandatory Purchase Date occurring as a result of a Credit Modification Date or at the University’s direction (with the prior written consent of the Credit Provider), and not less than three (3) days prior to each Mandatory Purchase Date occurring at the Credit Provider’s direction, the Trustee is required, pursuant to the Indenture, to give written notice of such Mandatory Purchase Date to the Remarketing Agent, the Paying Agent, and the bondholders. Failure to mail such notice or any defect therein will not affect the rights or obligations of bondholders and the Trustee will not be liable to any bondholder by reason of its failure to mail such notice or any defect therein.

Alternate Credit Facility

The Indenture provides that the University may provide an Alternate Credit Facility to replace the Initial Credit Facility. As described above, the Bonds will be subject to mandatory tender for purchase in connection with the delivery of any Alternate Credit Facility.

Redemption Provisions

Optional Redemption

Subject to any requirements contained in the Reimbursement Agreement or the Credit Facility, during any Weekly Rate Period, the Bonds are subject to redemption, at the direction of the University, in whole or in part on any Business Day at a redemption price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to, but not including, the redemption date.

Mandatory Sinking Fund Redemption

The Bonds are not subject to mandatory sinking fund redemptions during the initial Weekly Rate Period. In connection with the conversion of the Bonds to a new Interest Rate Determination Method, mandatory sinking fund redemptions may be provided as agreed to by the University and the Remarketing Agent, consistent with prevailing market conditions, and agreed to by the University.

Notice of Redemption

Under the Indenture, the University may exercise its option to redeem the Bonds by giving written notice to the Remarketing Agent, the Trustee, the Paying Agent and the Credit Provider, if a Credit Facility is then in effect, not less than thirty (30) days prior to the date selected for redemption. Notice of redemption will be provided by the Trustee at least fifteen (15) days before the redemption date to each holder of Bonds to be redeemed in whole or in part at such bondholder's last address appearing on the bond register, but no defect in or failure to give such notice of redemption will affect the redemption or the validity of the proceedings for the redemption of the Bonds. A notice of optional redemption will contain any conditions under which the redemption may be revoked. All Bonds properly called for redemption will cease to bear interest on the date fixed for redemption if Eligible Funds for their redemption have been duly deposited with the Trustee, and thereafter, such bondholders will have no rights in respect thereof except to receive payment of the redemption price from the Trustee and a new Bond for any portion not redeemed.

For so long as the Bonds are held under the book-entry only system, DTC will be recognized as the holder of the Bonds for all purposes, including for purposes of receiving any notices of redemption.

Transfer and Exchange

The Bonds may be surrendered for the registration of transfer or exchange to the Trustee, as bond registrar (the "Registrar"), and by providing the Registrar with a written instrument of transfer executed by the bondholder or such bondholder's duly authorized attorney. The University will execute and the Trustee will authenticate and deliver in the name of the designated transferee one or more new fully registered Bonds, in Authorized Denominations and in the same aggregate principal amount as the Bonds surrendered.

Such registrations of transfer or exchanges of Bonds will be without charge to the holders of such Bonds, but any taxes or other governmental charges required to be paid with respect to the same will be paid by the bondholder requesting such registration of transfer or exchange as a condition precedent to the exercise of such privilege. Any service charge made by the Registrar for any such registration of transfer will be paid by the University.

For so long as the Bonds are held under the book-entry only system, transfers of beneficial ownership will be effected pursuant to rules and procedures established by DTC.

Certain Indenture Definitions

“*Act of Bankruptcy*” means any of the following events:

(i) The University (1) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, liquidator or the like of the University or of all or any substantial part of its property, (2) commences a voluntary case under the Bankruptcy Code, or (3) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts; or

(ii) A proceeding or case is commenced, without the application or consent of the University in any court of competent jurisdiction, seeking (1) the liquidation, reorganization, dissolution, winding-up, or composition or adjustment of debts, of the University, (2) the appointment of a trustee, receiver, custodian, liquidator or the like of the University or of all or any substantial part of its property, or (3) similar relief in respect of the University under any law relating to bankruptcy, insolvency, reorganization, winding-up or composition or adjustment of debts.

“*Alternate Credit Facility*” means a Credit Facility delivered to, and accepted by, the Trustee pursuant to the Indenture in substitution for the Credit Facility then in effect.

“*Alternate Weekly Index*” means, with respect to the Bonds, for any Computation Date, (i) if the Bonds are (or were) bearing interest at a Weekly Rate during the Weekly Interest Period ending on or immediately after such Computation Date that was determined by the Remarketing Agent without applying the Alternate Weekly Index, the Weekly Rate for such Weekly Interest Period, and (ii) if the Weekly Rate for the Weekly Interest Period ending on or immediately after such Computation Date was determined by applying the Alternate Weekly Index or if such Computation Date is the first Computation Date that occurs in connection with any change or deemed change in the Interest Rate Determination Method to a Weekly Rate pursuant to the Indenture, the LIBOR Index plus 0.30% (or such other interest rate as determined by the Remarketing Agent in connection with the conversion of the Bonds to a Weekly Rate, consistent with current market conditions, and agreed to by the University).

“*Bankruptcy Code*” means Title 11 of the United States Code, as amended, and any successor statute or statutes having substantially the same function.

“*Business Day*” means any day on which (i) the offices of the Credit Provider at which drawings on the Credit Facility are made, the Trustee, the Paying Agent, the Registrar, and the Remarketing Agent, if any, are each open for business, (ii) the Federal Reserve System is in operation, (iii) the New York Stock Exchange is not closed, and (iv) banks in New York are open for business.

“*Computation Date*” means for Bonds in the Weekly Mode, the Business Day next preceding the first day of each Weekly Interest Period.

“*Conversion Date*” means each date on which the Interest Rate Determination Method then in effect is changed to another Interest Rate Determination Method, which date may be any Business Day during a Weekly Rate Period.

“*Credit Facility*” means one or more credit facilities delivered to, and accepted by, the Trustee pursuant to the terms of the Indenture, which permits the Trustee to draw amounts thereunder sufficient to pay the principal and Purchase Price (to the extent applicable) and interest on the Bonds when due and shall include the Initial Credit Facility and any Alternate Credit Facility.

“*Credit Modification Date*” means either (i) the second Business Day next preceding the date on which a Credit Facility then in effect is stated to expire (unless extended), or (ii) the proposed effective date of an Alternate Credit Facility.

“*Credit Provider*” means the issuer of any Credit Facility, including the Initial Credit Provider, and its successors and assigns; provided, however, that in connection with the acceptance of an Alternate Credit Facility that results in the occurrence of a Mandatory Purchase Date, until the occurrence of such Mandatory Purchase Date, “Credit Provider” means the issuer of the Credit Facility in effect immediately prior to acceptance of such Alternate Credit Facility.

“*Eligible Funds*” means, when a Credit Facility is in effect, moneys held by the Trustee or the Paying Agent under the Indenture which consist of any of the following:

(i) any moneys if, in the written opinion of counsel experienced in bankruptcy law matters, the deposit and use of such moneys will not constitute an avoidable preferential payment pursuant to Section 547 of the Bankruptcy Code, or an avoidable post-petition transfer pursuant to Section 549 of the Bankruptcy Code, recoverable from bondholders pursuant to Section 550 of the Bankruptcy Code in the event of an Act of Bankruptcy; or

(ii) moneys paid by the Credit Provider to the Trustee under the Credit Facility which are not commingled with any other moneys.

If no Credit Facility is in effect, any moneys held by the Trustee or the Paying Agent under the Indenture will constitute Eligible Funds.

“*Initial Credit Facility*” means the Irrevocable Transferable Letter of Credit delivered by the Initial Credit Provider to the Trustee on the date on which the Bonds are delivered to the purchaser or purchasers thereof upon their issuance under the Indenture.

“*Initial Credit Provider*” means Barclays Bank PLC, and its successors and assigns.

“*Interest Rate Determination Method*” means any of the methods of determining the interest rate on the Bonds as described in the Indenture.

“*LIBOR Index*” means the rate per annum determined on the basis of the rate of deposits in United States dollars of amounts equal to or comparable to the outstanding principal amount of the Bonds, offered for a term of one month, which rate appears on the display designated as Reuters Screen LIBOR01 Page (or such other page as may replace Reuters Screen LIBOR01 Page or such other service or services as may be nominated by the British Bankers’ Association for the purpose of displaying London interbank offered rates for United States dollar deposits), determined as of approximately 11:00 a.m., London time, on each Computation Date, or if such rate is not available, another rate determined by the calculation agent under the Indenture of which the University has received written notice.

“*Local Time*” means Eastern Time (daylight or standard, as applicable) in Washington, D.C.

“*Mandatory Purchase Date*” for Bonds in the Weekly Mode means: (i) a proposed Conversion Date, (ii) a Credit Modification Date, (iii) the fourth Business Day after receipt by the Trustee of a written notice from the Credit Provider that an event of default under the Reimbursement Agreement has occurred and is continuing and a written request from the Credit Provider that all of the Bonds be required to be tendered for purchase, and (iv) any Business Day designated by the University with the consent of

the Credit Provider, provided that such designation and consent are made in writing and delivered to the Trustee at least twenty-five (25) days (or such shorter period of time acceptable to the Trustee) prior to such Mandatory Purchase Date.

“*Purchase Price*” means an amount equal to 100% of the principal amount of any Bond tendered or deemed tendered for purchase pursuant to the Indenture, plus accrued and unpaid interest thereon to the date of purchase.

“*Trust Estate*” means all right, title and interest in and to:

(i) all amounts required to be paid by the University under the Indenture with respect to the Bonds, which amounts are to be paid directly to the Trustee and deposited in the applicable fund in accordance with this Indenture;

(ii) all moneys in the applicable funds under the Indenture, including proceeds of the Bonds pending disbursement thereof;

(iii) all other rights and interests granted to the Trustee as set forth in the Indenture or granted directly to the Trustee as provided in the Indenture;

(iv) all moneys available to be drawn by the Trustee under any Credit Facility that may be in effect from time to time to support payments due on or with respect to the Bonds;

(v) all of the proceeds of the foregoing, including without limitation investments thereof; and

(vi) all other property of every name and nature from time to time delivered or by writing mortgaged, pledged, delivered or hypothecated as and for additional security under the Indenture by the University or by anyone on its behalf or with its written consent in favor of the Trustee.

“*Weekly Interest Period*” means, with respect to the Bonds bearing interest at a Weekly Rate, the period from and including the first day on which the Interest Rate Determination Method is changed to the Weekly Rate to and including the next Wednesday and, in each case, each succeeding period from and including each Thursday to and including the following Wednesday.

“*Weekly Rate Period*” means any period during which the Bonds bear interest at a Weekly Rate.

PLAN OF FINANCE AND SOURCES AND USES OF FUNDS

Proceeds of the Bonds are expected to be used to (i) refinance certain existing credit facilities of the University, (ii) satisfy certain accounts payable obligations, and (iii) for other lawful and proper corporate purposes of the University.

Sources and Uses of Funds

Sources

Par Amount of Bonds	<u>\$160,000,000</u>
Total Sources	<u>\$160,000,000</u>

Uses

University Purposes	\$159,400,000
Estimated Costs of Issuance ⁽¹⁾	<u>600,000</u>
Total Uses	<u>\$160,000,000</u>

⁽¹⁾ Estimated costs of issuance includes the Underwriter's discount, financial advisory fees, legal fees, Trustee fees, rating agency fees, printing costs, and other fees associated with the transaction.

THE REIMBURSEMENT AGREEMENT AND THE LETTER OF CREDIT

Barclays Bank will, as a condition to the issuance of the Bonds, issue the Letter of Credit in favor of the Trustee on behalf of the owners of the Bonds and pursuant to the Reimbursement Agreement between the University and Barclays Bank, dated as of the Delivery Date (expected to be on or about June 23, 2016) (the “Reimbursement Agreement”).

Under the Reimbursement Agreement, the University has agreed to pay to Barclays Bank an amount equal to all amounts drawn under the Letter of Credit, together with interest on any such amounts from the date of the drawing to the day of repayment. The University has also agreed to pay certain fees and expenses of Barclays Bank in connection with the issuance of the Letter of Credit.

The obligations of Barclays Bank under the Reimbursement Agreement or Letter of Credit may be subject to the exercise of so called “write-down and conversion powers” (also sometimes referred to as “resolution powers” or “bail-in action”) in accordance with the Banking Act 2009 of the United Kingdom (as amended) and other laws, regulations, rules or requirements of the United Kingdom relating to the transposition of Directive 2014/59 of the European Union (the Bank Resolution and Recovery Directive), including the power of United Kingdom regulators to reduce, cancel or convert to equity liabilities of unsound or failing financial institutions (as set forth in the Reimbursement Agreement).

The Letter of Credit

The Letter of Credit will be issued in an amount equal to \$162,419,727 (the “Stated Amount”), of which up to \$160,000,000 is available for the payment of the unpaid principal of the Bonds and up to \$2,419,727 is available for the payment of unpaid interest accrued on the Bonds. The Letter of Credit will permit the Trustee to draw an amount sufficient to pay (i) the maturing principal of the Bonds and (ii) the interest coming due on the Bonds up to 46 days’ interest at a maximum rate of 12% per annum calculated on the basis of a 365-day year, all as described in and subject to certain limitations and other terms set forth in the Letter of Credit. The Letter of Credit is an irrevocable, transferable, direct-pay obligation of Barclays Bank to pay to the Trustee, upon timely demand and in accordance with the terms thereof, a maximum amount not exceeding the Stated Amount of the Letter of Credit, as said Stated Amount may be reduced and reinstated as provided therein.

The Letter of Credit will be effective upon the issuance of the Bonds. The Letter of Credit will terminate on the earliest of Barclays Bank’s close of business on (a) June 23, 2020 (as extended from time to time, the “Stated Expiration Date”); (b) the earlier of (i) the date that is five (5) days following the date on which all of the Bonds bear interest at a rate other than the Weekly Rate or the Daily Rate, as such date is specified in a certificate delivered to Barclays Bank in the form set forth in the Letter of Credit (the “Bond Conversion Date”) and (ii) the date on which the Bank honors a drawing under the Letter of Credit on or after the Bond Conversion Date; (c) the date on which Barclays Bank receives a notice of termination from the Trustee in the form set forth in the Letter of Credit; (d) the date on which Barclays Bank honors a drawing upon the maturity of the Bonds; and (e) the date that is fifteen (15) days following receipt by the Trustee of a written notice from Barclays Bank specifying the occurrence of an Event of Default under the Reimbursement Agreement and directing the Trustee to cause a mandatory tender or acceleration of the Bonds (the earliest of such dates to occur referred to herein as the “Letter of Credit Termination Date”). Prior to the Letter of Credit Termination Date, Barclays Bank may extend the Stated Expiration Date from time to time at the request of the University as provided in the Reimbursement Agreement.

The Letter of Credit may only be drawn on by the Trustee or by a transferee that has succeeded to the duties of the Trustee and to which the Letter of Credit has been properly transferred in accordance with its terms.

Drawings under the Letter of Credit may be made only with respect to Bonds bearing interest at the Weekly Rate or Daily Rate and no drawings may be made for Bank Bonds or Borrower Bonds.

The Reimbursement Agreement

Under the Reimbursement Agreement, the occurrence or existence of certain specified events will constitute an event of default. Upon the occurrence and continuation of an event of default thereunder, Barclays Bank may exercise certain remedies, including the ability to immediately declare that the Bonds then outstanding are subject to acceleration or mandatory tender for purchase in accordance with the Indenture. In such an event, payments of all principal and interest on the Bonds then outstanding will be made from the proceeds of a draw by the Trustee on the Letter of Credit. The holders of the Bonds are not parties to, and have no rights or remedies under, the Reimbursement Agreement.

The Reimbursement Agreement will become effective upon the delivery of the Letter of Credit to the Trustee, concurrently with the issuance of the Bonds. Bondholders can download a redacted form of the Reimbursement Agreement, with the Letter of Credit as an attachment, from the University's website.

BARCLAYS BANK

See APPENDIX B for a statement of certain information concerning Barclays Bank.

REMARKETING AGENT

General

The Remarketing Agent has been appointed by the University as the remarketing agent for the Bonds pursuant to a remarketing agreement with the University (the "Remarketing Agreement").

The Remarketing Agent has provided the following sentence for inclusion in this Offering Memorandum. The Remarketing Agent has reviewed the information in this Offering Memorandum 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 Remarketing Agent does not guarantee the accuracy or completeness of such information.

The Remarketing Agent is paid by the University

The Remarketing Agent's responsibilities include determining the interest rate from time to time and remarketing the Bonds that are optionally or mandatorily tendered by the owners thereof (subject, in each case, to the terms of the Indenture and the Remarketing Agreement), all as further described in this Offering Memorandum. The Remarketing Agent is appointed by the University and is paid by the University for its services. As a result, the interests of the Remarketing Agent may differ from those of potential purchasers of the Bonds.

The Remarketing Agent routinely purchases bonds for its own account

The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations and, in its sole discretion, routinely purchases such obligations for its own account. The Remarketing Agent is permitted, but not obligated, to purchase tendered Bonds for its own account and, in its sole discretion, may routinely acquire such tendered Bonds in order to achieve a successful remarketing of the Bonds (i.e., because there otherwise are not enough buyers to purchase the Bonds) or for other reasons. However, the Remarketing Agent is not obligated to purchase Bonds, and may cease doing so at any time without notice. The Remarketing Agent may also make a market in the Bonds by routinely purchasing and selling Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agent is not required to make a market in the Bonds. The Remarketing Agent may also sell any Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Bonds. The purchase of Bonds by the Remarketing Agent may create the appearance that there is greater third party demand for the Bonds in the market than is actually the case. The practices described above also may result in fewer Bonds being tendered in a remarketing.

The Bonds may be offered at different prices on any date including a Computation Date

Pursuant to the Indenture and the Remarketing Agreement, the Remarketing Agent is required to determine the applicable rate of interest that, in its opinion under then-existing market conditions, is the lowest rate that would permit the sale of the Bonds on the dates and at the times set forth in the Indenture at par plus accrued interest, if any. The interest rate will reflect, among other factors, the level of market demand for the Bonds (including whether the Remarketing Agent is willing to purchase Bonds for its own account). There may or may not be Bonds tendered and remarketed on a Computation Date, the Remarketing Agent may or may not be able to remarket any Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Bonds at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for all of the Bonds at the remarketing price. In the event a Remarketing Agent owns any Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Bonds on any date, including the Computation Date, at a discount to par to some investors.

The ability to sell the Bonds other than through the tender process may be limited

The Remarketing Agent may buy and sell Bonds other than through the tender process. However, it is not obligated to do so and may cease doing so at any time without notice and may require holders that wish to tender their Bonds to do so through the Trustee with appropriate notice. Thus, investors who purchase the Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Bonds other than by tendering the Bonds in accordance with the tender process.

Under certain circumstances, the Remarketing Agent may be removed, resign or cease remarketing the Bonds, without a successor being named

Under certain circumstances, the Remarketing Agent may be removed or have the ability to resign or cease its remarketing efforts, without a successor having been named, subject to the terms of the Remarketing Agreement.

NO LITIGATION

The University's General Counsel shall furnish an opinion, in form satisfactory to Bond Counsel, to the effect, among other things, that, except for litigation which in the opinion of the University's General Counsel is without merit and except as disclosed in this Offering Memorandum, (i) there is no litigation or other legal proceeding pending in any court or, to the best of its knowledge, threatened in writing, challenging the validity of the proceedings of the University with respect to the authorization, issuance, sale, and provision for payment of the Bonds or in any way contesting the validity or enforceability of the Bonds, and (ii) there is no litigation or other legal proceeding pending in any court, or to the best of its knowledge, threatened, which can reasonably be anticipated to result in a final unfavorable decision in a magnitude or scope which would materially and adversely affect the financial condition or operations of the University as a whole.

CERTAIN LEGAL MATTERS

Certain legal matters will be passed upon in connection with the issuance of the Bonds by Ballard Spahr LLP, Bond Counsel. Certain legal matters will be passed upon for the University by its General Counsel. Certain legal matters will be passed upon for Barclays Bank by its counsel, McDermott Will & Emery LLP. Certain legal matters will be passed upon for the Underwriter and the Remarketing Agent by its counsel, Hawkins Delafield & Wood LLP.

The various legal opinions to be delivered in connection with the issuance of the Bonds and the delivery of the Letter of Credit express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of that expression of professional judgment, of the transaction opined upon, 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.

TAX MATTERS

The material under this caption concerning the tax consequences of ownership of the Bonds was written to support the marketing of the Bonds, and each Owner should seek advice based on the Owner's particular circumstances from an independent tax advisor. This material was not intended or written to be used, and cannot be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer.

General

Interest on and profit, if any, on the sale of the Bonds are not excludable from gross income for federal, state or local income tax purposes.

Federal Tax Matters

The following discussion summarizes the material United States federal income tax consequences generally applicable to the purchase, ownership and disposition of the Bonds by the beneficial owners thereof ("Owners"). The discussion is generally limited to the tax consequences to the initial Owners of the Bonds who purchase the Bonds at the issue price within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the "Code") and generally does not address the tax consequences to subsequent purchasers of the Bonds. The discussion does not purport to be a complete analysis of all of

the potential United States federal income tax consequences relating to the purchase, ownership and disposition of the Bonds, nor does this discussion describe any estate or gift tax consequences. Furthermore, the discussion does not address all aspects of taxation that might be relevant to particular purchasers in light of their individual circumstances. For instance, the discussion does not address the alternative minimum tax provisions of the Code or special rules applicable to certain categories of purchasers including dealers in securities or foreign currencies, insurance companies, regulated investment companies, real estate mortgage investment conduits, financial institutions, tax-exempt entities, Owners whose functional currency is not the United States dollar and, except to the extent discussed below, Foreign Owners (as defined below). The discussion does not address the special rules applicable to purchasers who hold the Bonds as part of a hedge, straddle, conversion, constructive ownership or constructive sale transaction or other risk reduction transaction. The discussion does not address foreign taxes.

The discussion is based on the provisions of the Code, the regulations of the Department of the Treasury, and administrative and judicial interpretations, all as in effect today and all of which are subject to change, possibly on a retroactive basis. The discussion assumes that the Bonds are held as capital assets within the meaning of Section 1221 of the Code.

Tax Consequences to United States Owners

Interest on the Bonds is taxable to a United States Owner as ordinary income at the time the interest accrues or is received in accordance with the United States Owner's method of accounting for United States federal income tax purposes. A "United States Owner" is an Owner of a Bond that is, for United States federal income tax purposes: (1) a citizen or resident of the United States, (2) a corporation, partnership or other entity created or organized in or under the laws of the United States or of any political subdivision thereof, (3) an estate, the income of which is subject to United States federal income taxation regardless of its source, or (4) a trust, the administration of which is subject to the primary supervision of a court within the United States and which has one or more United States persons with authority to control all substantial decisions, or a certain type of trust that was in existence on August 20, 1996 and has elected to continue to be treated as a United States person. If a partnership (or an entity taxable as a partnership) holds the Bonds, the United States federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership.

Tax-Exempt Organizations. Income or gain from realized from Bonds held by a tax-exempt organization will be subject to the tax on unrelated business taxable income if the Bonds are "debt-financed property" of the organization under Section 514(b) of the Code.

Sale, Exchange, Redemption or Retirement of the Bonds. In general, upon the sale, exchange, redemption or retirement of a Bond, a United States Owner will recognize capital gain or loss equal to the difference between the amount realized on such sale, exchange, redemption or retirement (not including any amount attributable to accrued but unpaid interest that the United States Owner has not already included in gross income) and such United States Owner's adjusted tax basis in the Bond. Any amount attributable to accrued but unpaid interest that the Owner has not already included in gross income will be treated as a payment of interest. A United States Owner's adjusted tax basis in a Bond generally will equal the cost of the Bond to such United States Owner, reduced by any payments of principal or accrued original issue discount received by such United States Owner and increased by any accrued but unpaid interest (including original issue discount) the United States Owner has included in taxable income.

Backup Withholding. Owners will be subject to "backup withholding" of Federal income tax in the event they fail to furnish a taxpayer identification number to the Paying Agent or there are other, related compliance failures.

Market Discount. A United States Owner that acquires a Bond in a secondary market transaction may be subject to Federal income tax rules providing that accrued market discount will be taxed as ordinary income when realized on the sale or other disposition of a “market discount bond”. Dispositions subject to this rule include a redemption or retirement of a Bond. The market discount rules may limit a United States Owner’s deduction for interest expense for debt that is incurred or continued to purchase or carry a Bond. A market discount bond is defined generally as a debt obligation purchased subsequent to issuance, at a price that is less than the principal amount of the obligation, subject to a de minimis rule. The Code allows a taxpayer to compute the accrual of market discount for any Bond by using a ratable accrual method or a constant interest rate method. Also, a taxpayer may elect to include the accrued market discount in gross income each year as an alternative to including the total accrued discount in gross income at the time of a disposition, in which case the tax basis of the Bond will be increased by the amount of discount included in gross income and the interest expense for debt that is incurred or continued to purchase or carry a Bond will not be limited.

Unearned Income Tax. A United States Owner that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, will be subject to an additional 3.8% tax on the lesser of (1) the United States Owner's “net investment income” for the relevant taxable year and (2) the excess of the United States Owner's adjusted gross income (increased by certain amounts of excluded foreign income) for the taxable year over a certain threshold (which in the case of individuals will be between \$125,000 and \$250,000, depending on the individual's circumstances) (the “Unearned Income Tax”). A United States Owner's net investment income will generally include its interest income and net gain from the disposition of the Bonds, unless such interest income and net gain is derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). Net investment income may, however, be reduced by properly allocable deductions to such income. United States Owners that are individuals, estates or trusts are urged to consult their tax advisors regarding the applicability of the Unearned Income Tax to their income and gains from the Bonds.

Tax Consequences to Foreign Owners

Payments of interest on a Bond to an Owner that is not a United States Owner (a “Foreign Owner”) are not subject to United States federal income tax or withholding tax, provided that:

- the Foreign Owner is not actually or constructively a “10-percent shareholder” under Section 871(h) or 881(c)(3)(B) of the Code;
- the Foreign Owner is not, for United States federal income tax purposes, a controlled foreign corporation with respect to which the University is a “related person” within the meaning of Section 881(c)(3)(C) of the Code;
- the Foreign Owner is not a bank receiving interest described in Section 881(c)(3)(A) of the Code;
- the certification requirements under Section 871(h) or 881(c) of the Code and regulations (summarized below) are met; and
- the Bond interest is not effectively connected with the conduct by the Foreign Owner of a trade or business in the United States under Section 871(b) or Section 882 of the Code.

In order to obtain the exemption from income and withholding tax, either (1) the Foreign Owner must provide its name and address, and certify, under penalties of perjury on Internal Revenue Service Form

W-8BEN, W-8BEN-E, W-8IMY or W-8EXP, as applicable, to the University or its paying agent, or other applicable withholding agent as the case may be, that such Owner is a Foreign Owner or (2) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business ("Financial Institution") and holds a Bond on behalf of the Foreign Owner must certify, under penalties of perjury, to the University or its paying agent that such certificate has been received from the Owner by it or by any intermediary Financial Institution and must furnish the University or its paying agent with a copy of the certificate. A certificate is effective only with respect to payments of interest made to the certifying Foreign Owner after issuance of the certificate in the calendar year of its issuance and the two immediately succeeding calendar years. A Foreign Owner who does not satisfy the exemption requirements is generally subject to United States withholding tax on payments of interest or accrual of original issue discount.

Interest on a Bond that is effectively connected with the conduct of a United States trade or business by the Foreign Owner is generally subject to United States federal income tax in the same manner as with a United States Owner, except to the extent otherwise provided under an applicable tax treaty. Effectively connected interest income received by a corporate Foreign Owner may also, under certain circumstances, be subject to an additional branch profits tax. Effectively connected interest income will not be subject to withholding tax if the Foreign Owner delivers a properly completed Internal Revenue Service Form W-8ECI to the University or its paying agent.

Sale, Exchange, Redemption or Retirement of the Bonds. In general, a Foreign Owner of a Bond will not be subject to United States federal income or withholding tax on the receipt of payments of principal on a Bond and will not be subject to United States federal income tax on any gain recognized on the sale, exchange, redemption, retirement or other taxable disposition of such Bond unless:

- the Foreign Owner is a nonresident alien individual who is present in the United States for 183 or more days in the taxable year of disposition and certain other conditions are met under Section 871(a)(2) of the Code;
- the Foreign Owner is required to pay tax pursuant to the provisions of United States tax law applicable to certain United States expatriates; or
- the gain is effectively connected with the conduct of a United States trade or business by the Foreign Owner (or pursuant to an applicable tax treaty is attributable to a United States permanent establishment of the Foreign Owner).

FATCA

Under the Foreign Account Tax Compliance Act ("FATCA"), foreign financial institutions (which generally include hedge funds, private equity funds, mutual funds, securitization vehicles and other investment vehicles regardless of their size) that are not otherwise exempt from FATCA must comply with information reporting rules with respect to their U.S. account holders and investors or, regardless of the treatment of payments on the Bonds under the general income tax rules applicable to Foreign Owners that are discussed above, confront a separate withholding tax. Specifically, FATCA requires that foreign financial institutions enter into an agreement with the United States government to collect and provide the IRS substantial information regarding U.S. account holders of such foreign financial institution, comply with the terms of an applicable intergovernmental agreement between the United States and such foreign financial institution's jurisdiction of formation (an "IGA"), or establish an exemption from FATCA. Additionally, FATCA requires certain foreign entities that are not financial institutions to provide the withholding agent with a certification identifying the substantial U.S. owners of such foreign entity, if any. For this purpose, "withholdable payments" include U.S. source payments of

taxable interest and the entire gross proceeds from the sale of any debt instruments of U.S. issuers. FATCA withholding on gross proceeds generally will apply to payments of gross proceeds made after December 31, 2018. The FATCA withholding tax applies regardless of whether the payment would otherwise be exempt from U.S. nonresident withholding tax (e.g., under an income tax treaty, the portfolio interest exemption or as capital gain). FATCA withholding does not apply to withholdable payments made directly to foreign governments, international organizations, foreign central banks of issue and individuals, and the Treasury is authorized to provide additional exceptions.

The IRS announced in Notice 2014-33, I.R.B. 2014-41 released on May 2, 2014, that calendar years 2014 and 2015 would be regarded as a transition period for purposes of IRS enforcement and the administration of FATCA's due diligence, reporting, and withholding provisions. The IRS will take into account the extent to which a foreign financial institution or other foreign entity has made good faith efforts to comply with the requirements in determining whether to provide enforcement relief during this transition period. The IRS further announced in Notice 2015-66, I.R.B. 2015-41 released on September 18, 2015, that consistent with the IRS transition period treatment, foreign financial institutions resident in jurisdictions that have signed IGAs or reached an agreement in substance on the text of an IGA, but have not brought the IGA into force will be treated as complying with FACTA's provisions so long as the partner jurisdiction continues to demonstrate firm resolve to bring the IGA into force and any information that would have been reportable under the IGA on September 30, 2015, is exchanged by September 30, 2016, together with any information that is reportable under the IGA on September 30, 2016. Likewise, the IRS announcement states that the foreign financial institution resident in jurisdictions that do not have an IGA in force will not be subject to withholding under FATCA even if the partner jurisdiction has not exchanged 2014 information by September 30, 2015, as long as the partner jurisdiction notifies the U.S. competent authority before September 30, 2015, of the delay and provides assurance that the jurisdiction is making good faith efforts to exchange the information as soon as possible.

The Bonds are subject to the above FATCA provisions. Accordingly, holders (particularly non-U.S. holders) should consult their tax advisors regarding the applicability of the FATCA requirements.

Other Matters. Special rules not discussed in this summary may apply to certain Foreign Owners that are classified for federal income tax purposes as "controlled foreign corporations," "passive foreign investment companies," "expatriates," "surrogate foreign corporations," "personal holding companies," or corporations that accumulate earnings to avoid United States federal income tax.

State, Local and Foreign Taxes

Owners may be subject to state, local, or foreign taxes with respect to an investment in the Bonds. Prospective investors are urged to consult their tax advisors with respect to the state, local and foreign tax consequences of an investment in the Bonds.

ERISA Considerations

The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain fiduciary obligations and prohibited transaction restrictions on employee pension and welfare benefit plans subject to ERISA ("ERISA Plans"). Section 4975 of the Code imposes essentially the same prohibited transaction restrictions on tax-qualified retirement plans described in Section 401(a) and 403(a) of the Code, which are exempt from tax under section 501(a) of the Code, other than governmental and church plans as defined herein ("Qualified Retirement Plans"), on Individual Retirement Accounts ("IRAs") described in Section 408 and 408(a) of the Code, and on certain other plans described in Section 4975(e)(1) of the Code (collectively, "Tax-Favored Plans").

Certain employee benefit plans, such as governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA or Section 4975(g)(3) of the Code) for which no election has been made under Section 410(d) of the Code, and non-U.S. benefit plans (as described in Section 4(b)(4) of ERISA), are not subject to the requirements of ERISA or Section 4975 of the Code. While assets of such plans may be invested in the Bonds without regard to the ERISA and Code considerations described below, they may be nevertheless subject to the provisions of applicable federal, state, local or foreign law that are similar to these ERISA and Code provisions. Accordingly, fiduciaries of such plans should consult with their counsel in considering whether to purchase the Bonds.

In addition to the imposition of general fiduciary obligations, including those of investment prudence and diversification and the requirement that a plan's investment be made in accordance with the documents governing the plan, Section 406 of ERISA and Section 4975 of the Code prohibit a broad range of transactions involving assets of ERISA Plans and Tax-Favored Plans and entities whose underlying assets include plan assets by reason of ERISA Plans or Tax-Favored Plans investing in such entities (collectively, "Benefit Plans") and persons who have certain specified relationships to the Benefit Plans ("Parties in Interest" or "Disqualified Persons"), unless a statutory or administrative exemption is available. The definitions of "Party in Interest" and "Disqualified Person" are expansive. While other entities may be encompassed by these definitions, they include, most notably: (1) a fiduciary with respect to a plan; (2) a person providing services to a plan; and (3) an employer or employee organization any of whose employees or members are covered by the plan. Certain Parties in Interest (or Disqualified Persons) that participate in a prohibited transaction may be subject to a penalty (or an excise tax) imposed pursuant to Section 502(i) of ERISA (or Section 4975 of the Code) unless a statutory or administrative exemption is available.

Plan Asset Issues. Certain transactions involving the purchase, holding or transfer of the Bonds might be deemed to constitute prohibited transactions under ERISA and the Code if assets of the University were deemed to be assets of a Benefit Plan. The United States Department of Labor has promulgated regulations at 29 C.F.R. section 2510.3-101, as modified by Section 3(42) of ERISA (the "Plan Asset Regulation") describing what constitutes the assets of a Benefit Plan with respect to the Benefit Plan's investment in an entity for purposes of certain provisions of ERISA and Section 4975 of the Code, including the fiduciary responsibility provisions of Title I of ERISA and Section 4975 of the Code. Under the Plan Asset Regulations, the assets of the University would be treated as plan assets of a Benefit Plan for purposes of ERISA and the Code only if the Benefit Plan acquires an "equity interest" in the University and none of the exceptions contained in the Plan Asset Regulation is applicable. An equity interest is defined under the Plan Asset Regulation as an interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features.

Although there is little statutory or regulatory guidance on this subject, and there can be no assurances in this regard, it appears that the Bonds should be treated as debt without substantial equity features for purposes of the Plan Asset Regulation. Accordingly, the assets of the University should not be treated as the assets of plans investing in the Bonds. If the University's assets were deemed to constitute "plan assets" pursuant to the Plan Asset Regulation, transactions that the University might enter into, or may have entered into in the ordinary course of business, might constitute non-exempt prohibited transactions under ERISA and/or Section 4975 of the Internal Revenue Code.

Prohibited Transaction Exemptions. However, without regard to whether the Bonds are treated as an equity interest for such purposes, the acquisition or holding of Bonds by or on behalf of a Benefit Plan could be considered to give rise to a prohibited transaction if the University, its affiliates and other parties connected with the offering (such as the Underwriter), or any of their respective affiliates, is or becomes a Party in Interest or a Disqualified Person with respect to such Benefit Plan. In such case, certain status-based exemptions from the prohibited transaction rules could be applicable depending on the type and

circumstances of the plan fiduciary making the decision to acquire a Bond. Included among these exemptions are:

- Prohibited Transaction Class Exemption (“*PTCE*”) 96-23, which exempts certain transactions effected on behalf of a Benefit Plan by an “in-house asset manager”;
- *PTCE* 90-1, which exempts certain investments by “insurance company pooled separate accounts”;
- *PTCE* 95-60, which exempts certain investments by “insurance company general accounts”;
- *PTCE* 91-38, which exempts certain investments by bank collective investment funds; and
- *PTCE* 84-14, which exempts certain transactions effected on behalf of a Benefit Plan by a “qualified professional asset manager.”

Note that IRAs (and certain other plans described in Section 4975(e)(1)) are typically not represented by banks, insurance companies or registered investment advisors so that, practically speaking, these status-based exemptions may be unavailable.

There is also a statutory exemption in Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code (which may be available to IRAs as well as to other Benefit Plans) (the “Statutory Exemption”). The Statutory Exemption covers transactions involving “adequate consideration” with persons who are Parties in Interest or Disqualified Persons solely by reason of their (or their affiliate’s) status as a service provider to the Benefit Plan involved and none of which is a fiduciary with respect to the Benefit Plan assets involved (or an affiliate of such a fiduciary).

The availability of each of these *PTCEs* and/or the Statutory Exemption is subject to a number of important conditions which the Benefit Plan’s fiduciary must consider in determining whether such exemptions apply. There can be no assurance that any class or other exemption will be available with respect to any particular transaction involving the Bonds, or that, if available, the scope of relief provided by these exemptions will necessarily cover all acts that might be construed as prohibited transactions.

Any ERISA Plan fiduciary considering whether to purchase Bonds on behalf of an ERISA Plan should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and the Code to such investment and the availability of any of the exemptions referred to above. Persons responsible for investing the assets of employee benefit plans that are not subject to the requirements of ERISA or Section 4975 of the Code should seek similar counsel with respect to the prohibited transaction provisions of the Code and the applicability of any similar federal, state, local or foreign law.

Representation. It is the responsibility of each purchaser (and each subsequent transferee) of the Bonds to ensure that its purchase, holding and transfer of such Bonds is not a prohibited transaction. Each purchaser of a Bond will be deemed to have represented and warranted that either under ERISA or applicable Similar Laws (1) it is not a Benefit Plan, such as an IRA, and no portion of the assets used to acquire or hold the Bonds constitutes assets of any Benefit Plan or (2) the acquisition, holding and disposition of a Bond will not constitute a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or similar violation under any applicable Similar Laws for which there is no applicable statutory, regulatory or administrative exemption.

The foregoing discussion is general in nature and is not intended to be all-inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering purchasing Bonds on behalf of, or with the assets of, any Benefit Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any similar laws to such investment and whether an exemption would be applicable to the purchase and holding of the Bonds. The acquisition, holding and, to the extent relevant, disposition of Bonds by or to any Benefit Plan is in no respect a representation by the University (or any affiliate or representative of the University) that such an investment meets all relevant legal requirements with respect to investments by such Benefit Plans generally or any particular Benefit Plan, or that such an investment is appropriate for Benefit Plans generally or any particular Benefit Plan.

RATINGS

Moody's Investors Service ("Moody's") is expected to assign the Bonds ratings of "A1" and "VMIG-1" based upon the long-term and short-term ratings of Barclays Bank, respectively. An explanation of the significance of such credit ratings may be obtained from Moody's.

A rating is not a recommendation to buy, sell or hold securities. There is no assurance that any such credit rating will continue for any given period of time or that it will not be revised or withdrawn entirely by Moody's if, in its judgment, circumstances so warrant. Neither the University nor the Underwriter has undertaken any responsibility to assure the maintenance of any rating. Any downward change or withdrawal of a credit rating may have an adverse effect on the marketability or market price of the Bonds.

UNDERWRITING

The Bonds are being purchased by the Underwriter named on the cover page of this Offering Memorandum, subject to certain terms and conditions set forth in a Bond Purchase Agreement between the University and the Underwriter, at a purchase price of \$159,724,144, which includes the par amount of the Bonds, less an Underwriter's discount of \$275,856.

FINANCIAL ADVISOR

Public Financial Management, Inc. served as independent financial advisor, to the University with respect to the sale of the Bonds. The Financial Advisor assisted in the preparation of this Offering Memorandum and in other matters relating to the planning, structuring and issuance of the Bonds and provided other advice. The Financial Advisor has not undertaken to make an independent verification of, or to assume responsibility for the accuracy, completeness or fairness of the information contained in the Offering Memorandum.

MISCELLANEOUS

The references to, excerpts from, and summaries of documents referred to herein do not purport to be complete statements of provisions of such documents, and reference is directed to 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 obligations of the registered owners thereof.

The information contained in this Offering Memorandum has been compiled from official and other sources deemed to be reliable, and while not guaranteed as to completeness or accuracy, is believed to be correct as of this date.

This Offering Memorandum is made available only in connection with the sale of the Bonds and may not be used in whole or in part for any other purpose. This Offering Memorandum is not to be construed as a contract or agreement between the University, the Underwriter, the Remarketing Agent, and the purchasers of any of the Bonds. Any statements made in this Offering Memorandum involving matters of opinion, whether or not expressly so stated, are intended merely as opinions and not as representations of fact. No representation is made that any opinions or estimates herein will be realized. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the University since the date hereof.

The attached Appendices are an integral part of this Offering Memorandum and should be read in their entirety together with the foregoing statements.

The University has authorized the execution and distribution of this Offering Memorandum.

THE HOWARD UNIVERSITY, a non-profit institution
organized under the laws of the United States

By: /s/ Wayne A.I. Frederick, M.D.

Name: Wayne A.I. Frederick, M.D.

Title: President

By: /s/ Michael J. Masch

Name: Michael J. Masch

Title: Senior Vice President and Chief Financial Officer

APPENDIX A

Proposed Form of Bond Counsel Opinion

June 23, 2016

The Howard University
Washington, D.C.

Barclays Bank PLC
New York, New York

Barclays Capital Inc.
New York, New York

The Bank of New York Mellon
West Patterson, New Jersey

\$160,000,000
The Howard University Taxable Bonds,
Series 2016

Ladies and Gentlemen:

We have acted as counsel to The Howard University (the “University”) in connection with the issuance by the University of its \$160,000,000 The Howard University Taxable Bonds, Series 2016 (the “Bonds”). The Bonds are issued under and are equally and ratably secured by the Indenture of Trust dated as of June 1, 2016 (the “Indenture”) between the University and The Bank of New York Mellon, as trustee (the “Trustee”).

Pursuant to the Bond Purchase Agreement, dated June __, 2016, with respect to the Bonds (the “Bond Purchase Agreement”), by and between the University and Barclays Capital Inc. (the “Underwriter”), the University has agreed to sell the Bonds to the Underwriter and the Underwriter has agreed to purchase the Bonds from the University. Unless the context clearly indicates otherwise, capitalized terms in this opinion letter have the meanings given in the Bond Purchase Agreement.

We have examined the law and such proceedings and documents as we have deemed necessary to render this opinion, including the following documents (collectively, the “University Documents”):

- (i) the Indenture;
- (ii) the Bonds;
- (iii) the Bond Purchase Agreement;
- (iv) the Remarketing Agreement dated as of June __, 2016 (the “Remarketing Agreement”) by and between the University and Barclays Capital Inc., as Remarketing Agent (the “Remarketing Agent”);
- (v) the Reimbursement Agreement dated as of June __, 2016 (the “Reimbursement Agreement”) by and between the University and Barclays Bank PLC (the “Bank”); and
- (vi) the Custody Agreement dated as of June __, 2016 (the “Custody Agreement”) by and between the Bank and The Bank of New York Mellon, as custodian; and

(vii) the Fee Letter dated as of June __, 2016 (the “Fee Letter”) by and between the University and the Bank.

In basing the opinion given below on “our knowledge” signifies that, in the course of our representation of the University, no information has come to our attention that would lead us to believe that any such opinion is not accurate or that any of the documents, certificates, reports, or information on which we have relied is not accurate and complete. Except as otherwise stated herein, we have undertaken no independent investigations or verifications. The words “our knowledge” and similar language used herein are intended to be limited to the knowledge of the lawyers within our firm who we reasonably believe have knowledge of the affairs of the University.

In reaching the opinions set forth below, we have assumed (i) that all documents submitted to us as originals are authentic; all documents submitted to us as certified or photostatic copies conform to the original documents; all signatures on all documents submitted to us for examination are genuine; all public records are accurate and complete; and all actions taken by and all documents executed by governmental agencies or public bodies have been duly authorized and executed, (ii) each of the parties to the University Documents has duly and validly executed and delivered each such University Document to which such other party is a signatory; and (iii) there are no oral or written modifications of or amendments to the University Documents and there has been no waiver of any of the provisions of the University Documents by actions or by conduct of the parties or otherwise.

For purposes of rendering our opinions under paragraphs (b) and (c) below, we have relied on paragraphs (b), (c) and (d) of the opinion of the General Counsel to the University dated of even date herewith as such paragraphs relate to the power and authority of the University to enter into the University Documents, the due authorization, execution and delivery of the University Documents by the University.

We express no opinion as to:

- (1) the law of any jurisdiction other than the District of Columbia and the United States of America;
 - (2) title to any real or personal property or the priority of any lien or security interest;
- and
- (3) compliance with any “blue sky” laws in connection with the offering and sale of the Bonds.

Based upon, and subject to, the foregoing, it is our opinion that:

(a) The University is an organization described in Section 501(c)(3) of the Code, is exempt from federal income tax under Section 501(a) of the Code (except for any unrelated business income tax imposed pursuant to Section 511 of the Code) and is not a “private foundation” as defined in Section 509(a) of the Code, as determined by the Internal Revenue Service in the determination letter with respect to the University dated November, 1940 and confirmed by a letter from the Internal Revenue Service dated April 17, 2006 (collectively, the “Determination Letter”). To our knowledge, after due inquiry and based upon the representations of an officer of the University provided in the General Certificate and Agreement of The Howard University of even date herewith (the “University Representations”), the purposes, character, activities and methods of operation of the University have not changed materially since its organization and are not materially different from the purposes, character, activities and methods of operation represented to the Internal Revenue Service in order to obtain the

Determination Letter and on the dates the Determination Letter became effective. To our knowledge, after due inquiry and based upon the University Representations, the University has not received any indication or notice, written or verbal, from representatives of the Internal Revenue Service that its exemption under Section 501(c)(3) of the Code has been modified, limited, revoked or superseded or that the Internal Revenue Service is considering modifying, limiting, revoking or superseding such exemption, and the exemption of the University under Section 501(c)(3) of the Code is still in full force and effect as of the date hereof.

(b) The University Documents constitute the valid and binding obligations of the University, enforceable against the University in accordance with their respective terms, except as enforcement may be limited by bankruptcy, insolvency, or other similar laws or equitable principles affecting the enforcement of creditors' rights generally, and to the extent that the University Documents contain broad exculpatory provisions with regard to the acts or omissions of the University or any other person or entity, we express no opinion as to the enforceability of these exculpatory provisions (or their corresponding indemnity provisions) to the extent of the University's (or such other person's or entity's) own negligent or willful acts.

(c) It will not be necessary under existing law, in connection with the offering and sale of the Bonds, to register the Bonds under the Securities Act or to qualify the Indenture under the Trust Indenture Act of 1939, as amended.

Our opinion is based upon the law and the facts known to us on the date hereof, and we assume no obligation to supplement this opinion, regardless of whether the law should change or additional facts come to light. This opinion is furnished solely for the benefit of the addressees.

Very truly yours,

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APPENDIX B

Certain Information Concerning Barclays Bank

Barclays Bank PLC (Bank) is a public limited company registered in England and Wales under number 1026167. The liability of the members of Barclays Bank PLC is limited. It has its registered head office at 1 Churchill Place, London, E14 5HP, United Kingdom (telephone number +44 (0)20 7116 1000). Barclays Bank PLC was incorporated on 7 August 1925 under the Colonial Bank Act 1925 and on 4 October 1971 was registered as a company limited by shares under the Companies Acts 1948 to 1967. Pursuant to The Barclays Bank Act 1984, on 1 January 1985, Barclays Bank was re-registered as a public limited company and its name was changed from 'Barclays Bank International Limited' to 'Barclays Bank PLC'.

Barclays Bank PLC (together with its subsidiary undertakings, the "Bank Group") is a transatlantic consumer, corporate and investment bank offering products and services across personal, corporate and investment banking, credit cards and wealth management, with a strong presence in our two home markets of the United Kingdom ("UK") and the United States ("US"). Following the March 2016 Group Strategy Update, the Bank Group will be focused on two core divisions – Barclays UK and Barclays Corporate & International. Barclays UK comprises the UK retail banking operations, UK consumer credit card business, UK wealth management business and corporate banking for smaller businesses. Barclays Corporate & International comprises the corporate banking franchise, the Investment Bank, the US and international cards business and international wealth management. Assets which do not fit the Bank Group's strategic objectives will continue to be managed in Barclays Non-Core and designated for exit or run-down over time. The whole of the issued ordinary share capital of Barclays Bank PLC is beneficially owned by Barclays PLC. Barclays PLC is the ultimate holding company of the Group.

The short term unsecured obligations of Barclays Bank PLC are rated A-2 by Standard & Poor's Credit Market Services Europe Limited, P-1 by Moody's Investors Service Ltd. and F1 by Fitch Ratings Limited and the long-term unsecured unsubordinated obligations of Barclays Bank PLC are rated A- by Standard & Poor's Credit Market Services Europe Limited, A2 by Moody's Investors Service Ltd. and A by Fitch Ratings Limited.

Based on the Bank Group's audited financial information for the year ended 31 December 2015, the Bank Group had total assets of £1,120,727m (2014: £1,358,693m), total net loans and advances¹ of £441,046m (2014: £470,424m), total deposits² of £465,387m (2014: £486,258m), and total shareholders' equity of £66,019m (2014: £66,045m) (including non-controlling interests of £1,914m (2014: £2,251m)). The profit before tax from continuing operations of the Bank Group for the year ended 31 December 2015 was £2,841m (2014: £2,309m) after credit impairment charges and other provisions of £2,114m (2014: £2,168m). The financial information in this paragraph is extracted from the audited consolidated financial statements of the Bank for the year ended 31 December 2015.

The delivery of the information concerning the Bank and the Bank Group contained in this Offering Memorandum shall not create any implication that there has been no change in the affairs of the

¹ Total net loans and advances include balances relating to both bank and customer accounts.

² Total deposits include deposits from bank and customer accounts.

Bank and the Bank Group since the date hereof, or that the information contained or referred to in this Offering Memorandum is correct as of any time subsequent to its date.

Barclays Bank PLC is responsible only for the information contained in this Appendix and did not participate in the preparation of, or in any way verify the information contained in, any other part of this Offering Memorandum. Accordingly, Barclays Bank PLC assumes no responsibility for and makes no representation or warranty as to the accuracy or completeness of information contained in any other part of this Offering Memorandum.

APPENDIX C

Book-Entry Only System

The information in this section has been obtained from materials provided by DTC for such purpose. The University, the Trustee, and the Underwriter do not guaranty the accuracy or completeness of such information, and such information is not to be construed as a representation of the University, the Underwriter, or the Trustee. The websites referenced below are included for reference only and the information contained therein is not a representation of the University, the Trustee, and the Underwriter.

DTC will act as securities depository for the Bonds under a book-entry system with no physical distribution of the Bonds made to the public. The Bonds will initially be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee), or such other name as may be requested by an authorized representative of DTC. One fully-registered bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

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

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

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

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the 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 University 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).

Principal and interest payments on the Bonds, payment of proceeds of redemption of Bonds and payments of the purchase price for Bonds tendered for purchase 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 or the Trustee on the 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 nor its nominee, the University or the Trustee, subject to any statutory or regulatory requirements as may be in effect from time to time. Payments of principal and interest, redemption proceeds and purchase price with respect to the Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the University 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.

A Beneficial Owner shall give notice to elect to have its Bonds purchased or tendered, through its Participant, to the Remarketing Agent, and shall effect delivery of such Bonds by causing the Direct Participant to transfer the Participant's interest in the Bonds, on DTC's records, to the Remarketing Agent. The requirement for physical delivery of Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Bonds are transferred to Direct Participants on DTC's records and followed by a book-entry credit of tendered Bonds to the Remarketing Agent's account.

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

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

The University, the Trustee, and the Underwriter cannot and do not give any assurances that DTC will distribute to its participants or that Direct Participants or Indirect Participants will distribute to Beneficial Owners of the Bonds (a) payments of principal or redemption price of, or interest on, the Bonds, or (b) confirmation of ownership interests in the Bonds, or (c) redemption or other notices, or that they will do so on a timely basis, or that DTC, Direct Participants, or Indirect Participants will serve and act in the manner described in this Offering Memorandum. The current “rules” applicable to DTC are on file with the SEC and the current “procedures” of DTC to be followed in dealing with its participants are on file with DTC.

None of the University, the Trustee, or the Underwriter will have any responsibility or obligation to DTC participants, Beneficial Owners, or other nominees of such Beneficial Owners for: (a) sending transaction statements; (b) maintaining, supervising, or reviewing the accuracy of any records maintained by DTC or any DTC participant or other nominees of such Beneficial Owners; (c) payment or the timeliness of payment by DTC to any DTC participant, or by any DTC participant or other nominees of Beneficial Owners to any Beneficial Owner, of any amount due in respect of the principal or redemption price of, or interest on, the Bonds; (d) delivery or timely delivery by DTC to any DTC participant, or by any DTC participant or other nominees of Beneficial Owners to any Beneficial Owners, of any notice (including notice of redemption) or other communication, which is required to be given to holders or owners of the Bonds; (e) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Bonds; or (f) any action taken by DTC or its nominee as the registered owner of the Bonds.

