OFFICIAL STATEMENT DATED NOVEMBER 25, 2008

NEW ISSUE **Moody's Rating: Aa2**

In the opinion of Bond Counsel, according to present State of Minnesota and federal laws, regulations and rulings, assuming compliance with certain covenants, the interest on the Bonds is not includable in gross income for federal income tax purposes or in taxable net income of individuals, estates and trusts for State of Minnesota income tax purposes, and is not an item of tax preference in determining federal or Minnesota alternative minimum tax applicable to individuals. Interest on the Bonds is subject to the State of Minnesota franchise tax applicable to corporations, including financial institutions, and is includable in the calculation of certain federal taxes imposed on corporations. The Bonds will not be designated as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code. (See "TAX EXEMPTION.")

$19,665,000
Minnesota Higher Education Facilities Authority
Revenue Bonds, Series Six-T
(Carleton College)
(DTC Book Entry Only)

Dated Date: Date of Delivery **Interest Due: July 1 and January 1, commencing July 1, 2009**

The Minnesota Higher Education Facilities Authority Revenue Bonds, Series Six-T (Carleton College) (the "Bonds") are to mature annually on January 1 according to the schedule inside the front cover of this Official Statement.

The Bonds are subject to optional redemption in whole or in part prior to maturity, as described herein. See "THE BONDS – Prior Redemption – Optional Redemption." The Bonds will also be subject to optional redemption in whole or in part in certain cases of damage to or destruction or condemnation of the Project Facilities described in the Loan Agreement and the Indenture. The Bonds will be subject to optional redemption in whole or in part in the event of a Determination of Taxability, as described herein. Term Bonds are subject to mandatory redemption in installments as described herein.

The Bonds will be issued as fully registered Bonds without coupons and, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). DTC will act as securities depository of the Bonds. Individual purchases may be made in book entry form only, in the principal amount of $5,000 and integral multiples thereof. Purchasers will not receive certificates representing their interest in the Bonds purchased. See "THE BONDS – Book Entry Only System" herein. Wells Fargo Bank, National Association will act as Trustee.

The Bonds are special obligations of the Minnesota Higher Education Facilities Authority (the "Authority") payable solely from Loan Repayments made by or on behalf of Carleton College, a Minnesota non-profit corporation (the "College") pursuant to a Loan Agreement between the Authority and the College, or out of other amounts pledged pursuant to the Indenture as described herein. The Loan Repayments will be a general obligation of the College.

THE BONDS SHALL NOT BE LEGAL OR MORAL OBLIGATIONS OF THE STATE OF MINNESOTA NOR SHALL THEY CONSTITUTE A DEBT FOR WHICH THE FAITH AND CREDIT OF THE AUTHORITY OR THE STATE OF MINNESOTA, OR THE TAXING POWERS OF THE STATE, ARE PLEDGED. THE AUTHORITY HAS NO TAXING POWERS.

The Bonds are offered when, as and if issued by the Authority and accepted by the Underwriter named below subject to the opinion as to validity and tax exemption of the Bonds by Best & Flanagan LLP, Minneapolis, Minnesota, Bond Counsel. Certain legal matters will be passed upon for the College by Briggs and Morgan P.A., Minneapolis, Minnesota and for the Underwriter by Dorsey & Whitney LLP, Minneapolis, Minnesota. The Bonds are expected to be available for delivery to the Underwriter at DTC on or about December 4, 2008.

MORGAN STANLEY

Minnesota Higher Education Facilities Authority
$19,665,000 Revenue Bonds, Series Six-T (Carleton College)

The Series Six-T Bonds will bear interest payable on July 1 and January 1 beginning July 1, 2009 and will mature January 1 as follows:

Year	Amount	Interest Rate	Yield	CUSIP 60416H:
2010	$290,000	3.000%	2.330%	MX 9
2011	$370,000	3.000%	2.640%	MY 7
2012	$385,000	3.000%	3.000%	MZ 4
2013	$395,000	3.500%	3.210%	NA 8
2014	$410,000	3.500%	3.390%	NB 6
2015	$425,000	3.750%	3.570%	NC 4
2016	$440,000	4.000%	3.780%	ND 2
2017	$455,000	4.000%	4.000%	NE 0
2018	$475,000	4.125%	4.200%	NF 7

$4,170,000 4.75% Term Bond due January 1, 2023 Price 98.184% CUSIP 60416H NG 5
$11,850,000 5.00% Term Bond due January 1, 2028 Price 97.358% CUSIP 60416H NH 3

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

No dealer, broker, sales representative or other person has been authorized by the Authority, the College, or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the Authority, the College or the Underwriter. The information contained herein, except as it relates to the Authority, DTC, and the Trustee and the tax-exemption of the interest on the Bonds and document summaries has been obtained from the College and is not guaranteed as to accuracy or completeness. Information relating to DTC and the Trustee has been obtained from such persons and is not guaranteed as to accuracy or completeness. Information regarding the tax-exempt status of the Bonds has been provided by Bond Counsel. Except for information concerning the Authority, the information contained herein is not to be construed as a representation by the Authority. Information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Authority or the College since the date hereof.

References in this Official Statement to laws, rules, regulations, agreements, and any other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts of such documents have not been included as appendices hereto, they will be furnished on request.

The Underwriter has provided the following sentence for inclusion in this Official Statement. The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, 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.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE ISSUE AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED.

The Bonds have not been registered with the Securities and Exchange Commission by reason of the provisions of Section 3(a)(2) of the Securities Act of 1933, as amended. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, and there shall not be any sale of the Bonds by any person in any state in which it is unlawful for such person to make such offer, solicitation or sale. The registration or qualification of these securities in accordance with applicable provisions of securities laws of the jurisdictions in which the Bonds may be registered or qualified and the exemption from registration or qualification in other jurisdictions shall not be regarded as a recommendation thereof. Neither these jurisdictions nor any of their agencies have passed upon the merits of the Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

Certain of the parties involved in this financing have agreed to indemnify certain other parties for any untrue statement of a material fact contained in this Official Statement or any omission to state a material fact necessary to be stated in this Official Statement in order to make the statements contained herein not misleading.

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS WHICH SHOULD BE CONSIDERED "FORWARD-LOOKING STATEMENTS," MEANING THEY REFER TO POSSIBLE FUTURE EVENTS OR CONDITIONS. SUCH STATEMENTS ARE GENERALLY IDENTIFIABLE BY WORDS SUCH AS "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. NEITHER THE COLLEGE NOR ANY OTHER PARTY EXPECTS OR INTENDS TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED, OCCUR.

MINNESOTA HIGHER EDUCATION FACILITIES AUTHORITY

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Michael D. Ranum, Chair	Operations Manager, BWBR Architects, Inc., Circle Pines, Minnesota
Mary F. Ives, Vice Chair	Real Estate Business Owner, Grand Rapids, Minnesota
Raymond VinZant, Jr., Secretary	Staff Consultant for the Coleman for Senate Campaign, Saint Paul, Minnesota
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Carla Nelson	Business Development and Marketing Director, Olmsted Financial Group, Rochester, Minnesota
David D. Rowland	Senior Vice President, The Travelers Companies, Inc., Eden Prairie, Minnesota
Janet Withoff	Consultant – Planning and Grant-Writing, Orono, Minnesota

Marianne T. Remedios, Executive Director

Bond Counsel
Best & Flanagan LLP

Financial Advisor
Springsted Incorporated

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MINNESOTA HIGHER EDUCATION FACILITIES AUTHORITY
REVENUE BONDS, SERIES SIX-T
(CARLETON COLLEGE)

(DTC Book Entry Only)

INTRODUCTORY STATEMENT

This Official Statement provides information concerning the Minnesota Higher Education Facilities Authority (the “Authority”) and Carleton College, a Minnesota nonprofit corporation (the “College”), owner and operator of an institution of higher education located in Northfield, Minnesota, in connection with the issuance of the Authority's $19,665,000 Revenue Bonds, Series Six-T (Carleton College) (the “Bonds,” the “Series Six-T Bonds” or the “Issue”).

The Bonds are being issued pursuant to the provisions of Sections 136A.25 to 136A.42, Minnesota Statutes, as amended, by the provisions of which the Authority was created and is authorized to issue its obligations to assist institutions of higher education within the State of Minnesota to finance certain projects.

The Bonds are also issued pursuant to the Trust Indenture (the “Indenture”) between the Authority and Wells Fargo Bank, National Association, Minneapolis, Minnesota as trustee (the “Trustee”). The Trustee will also be the Registrar and Paying Agent for the Issue.

Pursuant to a Loan Agreement between the College and the Authority relating to the Bonds, the College will covenant as a general obligation of the College to make Loan Repayments in amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due.

The Authority will loan Bond proceeds to the College that will, along with available College funds, be used to acquire, construct, improve and equip student housing with approximately 230 beds in total to be located on the College’s Northfield campus; acquire, construct and equip utility infrastructure improvements for the College’s Northfield campus (collectively, the “Project”); and pay certain costs of issuance.

See “USE OF PROCEEDS” herein for a more detailed description of the Project.

The Bonds are secured by a pledge of the Loan Repayments, which is a general obligation of the College. Under the Loan Agreement, the College will agree to provide the funds necessary to make timely payment of the Loan Repayments.

The Bonds shall not be legal or moral obligations of the State of Minnesota nor constitute a debt for which the faith and credit of the Authority or the State of Minnesota or the taxing powers of the State are pledged. The Authority has no taxing powers.

The descriptions and summaries of various documents hereinafter set forth do not purport to be comprehensive or definitive, and reference is made to each document for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to such documents. See Appendices IV and V for definitions of certain words and terms used herein and for a description of certain provisions of the documents hereinafter referred to.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THIS OFFICIAL STATEMENT PROVIDES INFORMATION RELEVANT TO THE BONDS ONLY AS OF THE DATE OF THIS OFFICIAL STATEMENT.

CARLETON COLLEGE

Founded in 1866, the College is an independent, co-educational, residential liberal arts college. The College is a national college enrolling approximately 1,975 students drawn from 49 states and 45 different countries.

The College is a four-year college that offers the bachelor of arts degree. Its students can choose from 1,000 courses in 36 major fields of study, as well as numerous special programs, off-campus study programs, area studies or concentrations.

The College occupies more than 1,000 scenic acres of campus, arboretum, and athletic fields, located in Northfield, Minnesota, roughly 40 miles south of Minneapolis and Saint Paul. Further information about the College and its financial condition can be found in Appendices I and VII herein.

RISK FACTORS

No person should purchase Bonds without carefully reviewing the following information which sets forth some, but not all, of the factors which may affect the Owner's receipt of payments of the principal of or interest on the Bonds.

Risk of Insufficient Collateral

The Bonds are secured solely by (a) a pledge by the Authority to the Trustee of amounts payable by the College under the Loan Agreement, and (b) amounts in accounts and funds which will be held by the Trustee and applied to the payment of principal, premium, if any, and interest on the Bonds. The Bonds are not secured by a debt service reserve fund or a mortgage on or security interest in any real property or personal property.

Adequacy of Revenues

Payment of principal and interest on the Bonds is intended to be made from the College's Loan Repayments. The College's ability to make Loan Repayments will be dependent on its ability to receive sufficient unrestricted revenues in excess of expenditures, to invest and maintain sufficient monies in its investments and to obtain sufficient investment earnings therefrom. Such revenues and expenditures are subject to many conditions and factors, some of which may be beyond the control of the College and may change in the future to an extent that cannot be presently determined.

Competition

There is intense competition among institutions of higher education for students both nationally and within the upper Midwest region. Universities and colleges compete principally based on location, net tuition rates, degree offerings, and academic reputation. To the extent that competitors have or achieve an advantage with respect to any of these factors, the College could be adversely affected. In addition, competitive pressures could result in tuition reductions, the inability to raise tuition, or increases in financial aid in the form of discounted tuition, which could adversely affect the College's unrestricted net assets.

Reliance on Tuition and Fees

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

Financial Aid

The College’s students currently receive from the College and other sources financial aid that covers some portion of tuition and fees and living expenses. See Appendix I, “THE COLLEGE – Financial Aid” herein. No assurance can be given that federal and state financial aid will continue to be funded at current levels or that the College will continue to fund student aid at current levels. Curtailment of such aid could cause a decline in enrollment, which could in turn have an adverse effect on the College's revenues.

Damage or Destruction

Although the College will be required to obtain certain insurance as set forth in the Loan Agreement, there can be no assurance that the College will not suffer losses for which insurance cannot be or has not been obtained or that the amount of any such loss will not exceed the coverage of such insurance policies.

Limited Obligation

No entity or person other than the College is, or shall be, in any way liable or responsible for any payments to be made under the Loan Agreement, the Trust Indenture, or the Bonds or the other obligations of the College under such documents. Accordingly, for payment of principal and interest on the Bonds, holders of the Bonds must look solely to the Loan Repayments to be made by the College under the Loan Agreement and funds, if any, the Trustee holds under the Indenture.

Bankruptcy

The ability of the Trustee to exercise rights under the Loan Agreement and the Indenture may be limited by bankruptcy, insolvency, reorganization or other similar laws or equitable principles related to or affecting the enforcement of creditors' rights.

Construction Risks

See “USE OF PROCEEDS” herein. Construction of the Project is subject to ordinary risks associated with new construction, such as risks of cost overruns, noncompletion and delays due to a variety of factors, including, among other things, site difficulties, necessary design changes or final detailing, labor shortage or strife, delays in and shortages of materials, weather conditions, fire, and casualty. Any delays in construction may adversely impact the College's ability to complete the Project by the expected completion date, which may result in, among other things, cost overruns.

Derivative Products

The College has previously entered into interest rate swap agreements. The College may enter into other interest rate swaps or similar arrangements in the future. Under certain market conditions, termination of an interest rate swap agreement prior to its expiration may require the College to pay a termination fee to the counterparty to the agreement and such payment could be material to the College.

Other Possible Risk Factors

The occurrence of any of the following events, or other unanticipated events, could adversely affect the operations of the College:

(1) Inability to control increases in operating costs, including salaries, wages and fringe benefits, supplies and other expenses, without being able to obtain corresponding increases in revenues.

(2) Adoption of federal, State or local legislation or regulations having an adverse effect on the future operating or financial performance of the College.

(3) International events, including any acts of war and terrorism, which may have adverse effects on enrollment and investments.

(4) Market conditions that negatively affect the College's investments and therefore may adversely affect debt coverage and endowment spending.

See also "TAX EXEMPTION – Minnesota Tax Considerations" herein.

CONTINUING DISCLOSURE

In order to assist the Underwriter in complying with SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission, pursuant to the Securities Exchange Act of 1934 (the "Rule"), the College will enter into an undertaking (the "Undertaking") with the Trustee for the benefit of beneficial owners of the Bonds to provide certain financial information and operating data relating to the College to certain information repositories annually, and to provide notices of the occurrence of any of the events enumerated in the Rule to such repositories or the Municipal Securities Rulemaking Board and to the Minnesota state information depository, if any. The specific nature of the Undertaking, as well as the information to be contained in the annual report or the notices of material events is set forth in the Continuing Disclosure Agreement to be executed by the College at the time the Bonds are delivered, a copy of which is available from the College or the Trustee. Appendix III, "ANNUAL REPORT INFORMATION," contains a summary of the financial information and operating data to be provided annually.

The Continuing Disclosure Agreement may be amended under certain circumstances as permitted by the Rule. Furthermore, the College has reserved its right to modify the terms of the Continuing Disclosure Agreement if a court of competent jurisdiction or the College determines that such modification is required by the Rule.

The College has never failed to comply with any previous undertakings under the Rule to provide annual reports or notices of material events. A failure by the College to comply with the Undertaking will not constitute an event of default on the Bonds (although holders may have other remedies in the event of noncompliance). Nevertheless, such a failure must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Bonds in the secondary market. Consequently, such a failure, or the information supplied by the College pursuant to the Undertaking, may adversely affect the transferability and liquidity of the Bonds and their market price.

As an alternative to filing with each of the repositories set forth in the Continuing Disclosure Agreement, any filing thereunder may be made by transmitting such filing (a) to the Texas Municipal Advisory Council (the "MAC") as provided at http://www.disclosureusa.org unless the United States Securities and Exchange Commission has withdrawn the interpretive advice in its letter to the MAC dated September 7, 2004, or (b) to the Municipal Securities Rulemaking Board (the "MSRB") as provided at http://www.emma.msrb.org as required or permitted by amendments to the Rule promulgated after the date hereof (whether or not such rule, regulation or procedure by its terms applies to bonds issued prior to the effective date thereof).

THE BONDS

General

The Bonds will be dated as of the date of delivery and will mature annually each January 1, commencing January 1, 2010, as set forth on the inside cover page of this Official Statement. The Bonds are being issued in denominations of $5,000 and integral multiples thereof not exceeding the amount maturing in any maturity, and shall be fully registered as to principal and interest. Interest on the Bonds will be payable on each July 1 and January 1, commencing July 1, 2009.

Book Entry Only System

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

For further detail on DTC, see Appendix VI, "THE DEPOSITORY TRUST COMPANY."

Prior Redemption

Mandatory Redemption

Term Bonds shall be called for redemption on January 1 in the years as described immediately below at the principal amount thereof to be redeemed, without premium, plus accrued interest to the date fixed for redemption, from moneys in the Bond and Interest Sinking Fund Account, in the respective amounts set forth below.

Term Bonds Maturing January 1, 2023		Term Bonds Maturing January 1, 2028	
Year	Amount	Year	Amount
2019	$ 495,000	2024	$2,145,000
2020	$ 515,000	2025	$2,250,000
2021	$ 540,000	2026	$2,365,000
2022	$ 570,000	2027	$2,485,000
2023*	$2,050,000	2028*	$2,605,000

* *Stated maturity.*

The Bonds or portions thereof to be so redeemed shall be selected by the Trustee by lot or in such other random manner as the Trustee shall determine.

The Bonds, to be retired pursuant to the mandatory redemption provisions set forth above, may, at the option of the College, be reduced by the principal amount of any Bonds of such maturity which at least 45 days prior to such redemption:

(1) have been delivered to the Trustee for cancellation; or

(2) have been purchased or redeemed (other than through operation of the Bond and Interest Sinking Fund Account) and canceled by the Trustee and not theretofore applied as a credit against such mandatory redemption obligations.

Optional Redemption

Bonds maturing on or after January 1, 2019 are subject to optional redemption at par, in whole or in part, on January 1, 2018 and on any date thereafter. Redemption may be in whole or in part and if in part in such order of maturity as the College directs and selected by random means within a maturity. All prepayments shall be at a price of par plus accrued interest.

Extraordinary Optional Redemption

The Bonds will be subject to optional redemption at par and accrued interest in integral multiples of $5,000, as a whole or in part, in certain cases of damage to or destruction or condemnation of the Project Facilities. In the event the Project Facilities are damaged such that the claim for loss exceeds $1,000,000, the College may elect to repair, rebuild or restore the Project Facilities or may elect, pursuant to the terms of the Loan Agreement, to redeem all or part of the outstanding Bonds. See “SUMMARY OF DOCUMENTS – The Loan Agreement.”

The Bonds will be subject to optional redemption at par and accrued interest upon a Determination of Taxability as provided in the Loan Agreement. See “THE BONDS – Determination of Taxability.”

Partial Redemption

If fewer than all Bonds of a maturity are called for redemption, the Authority will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed.

In the case of Bonds of denominations greater than $5,000, if less than all of the principal of such Bonds then outstanding is to be called for redemption, then for all purposes in connection with redemption, each $5,000 of principal amount shall be treated as though it were a separate Bond of the denomination of $5,000 bearing the number borne by such fully registered Bond and a subnumber assigned by the Trustee. Interest shall cease to accrue on the portion of the principal amount of such Bond represented by such $5,000 unit or units of principal amount on and after the date fixed for redemption provided that funds sufficient for payment of the redemption price shall have been deposited with the Trustee and available for the redemption of said $5,000 unit or units on the date fixed for redemption, and in such event, such Bond shall not be entitled to the benefit or security of the Indenture or the Loan Agreement to the extent of the portion of its principal amount (and accrued interest to the date fixed for redemption and applicable premium, if any) represented by such $5,000 unit or units of principal amount, nor shall new Bonds be thereafter issued corresponding to said unit or units.

Notice of Redemption

Notice of any redemption shall be mailed to the registered Owners at their addresses shown on the registration books of the Authority and maintained by the Trustee not less than thirty days, and if more than 60 days, then again not less than 30 nor more than 60 days, before the date fixed for such payment. If moneys are available at the office of the Trustee to pay the redemption price on the date of redemption, any Bonds thus called shall not bear interest after the call date and, except for the purpose of payment by application of the funds so deposited, shall no longer be secured by the Indenture.

Determination of Taxability

If a Determination of Taxability is made that the interest payable on the Bonds is subject to federal income taxes by reason of the application of the provisions of the Internal Revenue Code and regulations thereunder in effect on the date of issuance, the Bonds shall bear additional interest equal to two percent (2.00%) per annum above the basic interest rate from the Date of Taxability effective until the date on which the principal of the Bonds is paid. **If a Determination of Taxability should occur, any monetary damages or loss resulting from or incident thereto shall be limited to the increased interest rate on the Bonds.** See “TAX EXEMPTION” herein and Appendix IV, “DEFINITION OF CERTAIN TERMS.”

The College will have the option to prepay the Loan on the next date for which due notice of redemption can be given, in full or in part and on any date thereafter following a Determination of Taxability at a price of par and accrued interest (including additional interest from the Date of Taxability and without a premium).

USE OF PROCEEDS

The Bond proceeds will be loaned to the College by the Authority and, along with available College funds, will be used to:

1. acquire, construct, improve and equip student housing consisting of two adjacent four-story buildings with approximately 230 beds in total to be located on the College's Northfield campus,
2. acquire, construct and equip utility infrastructure improvements to provide backup electrical generation for the College's Northfield campus, and
3. pay certain costs of issuance.

With regard to the student housing portion of the Project, the College has retained LHB as the architect for the Project and JE Dunn Construction Company as the contractor for the Project. Construction of the residence hall began in May of 2008 and is expected to be completed by August of 2009.

With regard to the utility infrastructure improvements for backup electrical generation, the College has retained Ziegler Power Systems to deliver to campus and install two Caterpillar Diesel Generators that are capable of supplying the entire campus with electrical service should the campus experience a planned interruption or emergency outage. The project is expected to be completed by Summer of 2009.

The total cost of the student housing portion of the Project is estimated at $27,500,000. The College anticipates gifts in the amount of $10,700,000 will be available to apply to these Project costs, leaving $16,800,000 of the costs to be financed from Bond proceeds. The cost of the electrical system upgrades and improvements is estimated at $2,760,000, of which $2,200,000, will be financed from Bond proceeds.

SOURCES AND USES OF FUNDS

Sources of Funds	
Par Amount of Six-T Bonds	$19,665,000
Uses of Funds	
Deposit to Construction Account for student housing	$16,800,000
Deposit to Construction Account for electrical system	2,200,000
Net Original Issue Discount	370,272
Costs of Issuance, including Underwriter's Discount	294,728
Total Uses:	$19,665,000

In the event Bond issuance costs including Underwriter's discount exceed 2% of the Bond proceeds, defined as par adjusted for original issue discount or premium, such excess shall be paid by the College from other than Bond proceeds.

SOURCE OF PAYMENT AND SECURITY FOR THE BONDS

Payment of the Bonds

The Bonds will be special obligations of the Authority. The principal of and interest on the Bonds are payable solely from Loan Repayments, which consist of payments to be made by the College pursuant to the Loan Agreement. The Loan Repayments have been pledged to the Trustee for the benefit of the Bondholders.

The Loan Agreement is a general obligation of the College to make payments to satisfy the principal of and interest on the Bonds. The College will agree pursuant to the terms of the Loan Agreement and the Indenture to make such payments out of its operating funds or any other moneys legally available.

Payments by the College in respect of Bond interest are to be made at least one (1) Business Day before each Interest Payment Date in an amount equal to the interest coming due on the next succeeding Interest Payment Date. Payments by the College in respect of principal are to be made at least one (1) Business Day before the next succeeding principal payment date. The Loan Agreement also requires the College to pay, no less than one (1) Business Day prior to a redemption date of Bonds called for redemption, the amount required to pay the Redemption Price of such Bonds.

Pursuant to the Loan Agreement, the College will make such payments directly to the Trustee. The Trustee is to apply such payments to the payment of the principal of and interest on the Bonds.

Security for the Bonds

The Bonds are secured by the pledge of the Loan Repayments, which are a general obligation of the College, and funds the Trustee holds under the Indenture. The College will covenant and agree to charge tuition fees, other fees, rentals and charges which, together with the College's general funds or any other moneys legally available, will be sufficient at all times to make the Loan Repayments and other payments required under the Loan Agreement; to meet current operation and maintenance expenses of the Project Facilities; and to pay all other obligations of the College as they become due; except that no contributions or pledges of gifts to the College in connection with any current capital fund drive are pledged to the payment of Loan Payments.

The Bonds shall not be legal or moral obligations of the State of Minnesota nor shall they constitute a debt for which the faith and credit of the Authority or the State of Minnesota, or the taxing powers of the State, are pledged. The Authority has no taxing powers.

The Bonds will not be secured by the General Bond Reserve of the Authority (see "GENERAL BOND RESERVE ACCOUNT").

ACCOUNTS

Summary

The Indenture will provide for the creation of certain trust accounts into which the proceeds from the sale of the Bonds and revenues received as Loan Repayments under the Loan Agreement are to be deposited. These accounts include a Construction Account, a Bond and Interest Sinking Fund Account, and a Redemption Account. The net proceeds of original issue and sale of the Bonds are to be deposited into the Construction Account and the Bond and Interest Sinking Fund Account as described below. Following Bond Closing, amounts received by the Trustee from the College as Loan Repayments are to be deposited into the Bond and Interest Sinking Fund Account and the Redemption Account and used, to the extent needed, to redeem or pay the principal of and interest on the Bonds when due.

Construction Account

There shall be deposited initially into the Construction Account certain proceeds of the Bonds, except as otherwise required to be deposited into the Bond and Interest Sinking Fund Account. The College will agree in the Loan Agreement to provide for payment of all costs of the Project in excess of the proceeds of the Bonds available therefor and to pay out of available general funds all costs of issuance of the Bonds (including underwriting discount) in excess of 2.00% of the proceeds of the Bonds (principal less original issue discount according to the reoffering scale). Upon receipt of proper documentation, the Trustee will reimburse or pay for the account of the College costs incurred in connection with the Project. When work on the Project has been completed and the Project Equipment has been installed and a certificate to that effect has been furnished to the Trustee, any balance in the Construction Account shall be deposited into the Redemption Account or the Bond and Interest Sinking Fund Account under certain conditions.

Bond and Interest Sinking Fund Account

There shall be deposited into the Bond and Interest Sinking Fund Account accrued interest, if any, received from the sale of the Bonds, transfers of amounts in other accounts as permitted by the Indenture, and Loan Repayments made by the College. The moneys and investments in the Bond and Interest Sinking Fund Account will be irrevocably pledged to and shall be used by the Trustee, from time to time, to the extent required, for the payment of principal of and interest on the Bonds as and when such principal and interest shall become due and payable and for that purpose only.

Redemption Account

There shall be deposited into the Redemption Account all other amounts required to be deposited therein pursuant to any provision of the Loan Agreement or the Indenture.

Amounts on deposit to the credit of the Redemption Account shall be used, first, to make up deficiencies in the Bond and Interest Sinking Fund Account, and second, for the redemption of outstanding Bonds at the request or direction of the College for the purchase of outstanding Bonds on the market at prices not exceeding the redemption price on the next available date for redemption. Notwithstanding the foregoing, the Trustee is authorized in its discretion to use funds and investments in the Redemption Account to pay the amount of any rebate due the United States in respect of the Bonds under Section 148 of the Internal Revenue Code if the College or the Authority shall have failed to pay or provide for the payment thereof under the Loan Agreement.

Authorized Investments

Moneys on deposit to the credit of the Construction Account, the Bond and Interest Sinking Fund Account, and the Redemption Account shall be invested by the Trustee only in investments as authorized by law from time to time. For more detail on authorized investments, see Appendix V, "SUMMARY OF DOCUMENTS – The Indenture – Accounts."

GENERAL BOND RESERVE ACCOUNT

Pursuant to its General Bond Resolution adopted October 31, 1972, the Authority has established and maintains a General Bond Reserve Account. **The Bonds will not be secured by the General Bond Reserve Account and Bondholders will have no right to require the Authority to apply moneys or investments in the General Bond Reserve Account to the payment of the Bonds or interest thereon.**

FUTURE FINANCING

The College regularly improves and expands its physical plant and incurs long-term financing as needed for these purposes.

THE AUTHORITY

The Minnesota Higher Education Facilities Authority was created by Chapter 868, Laws of Minnesota, 1971 (Sections 136A.25 through 136A.42, Minnesota Statutes), for the purpose of assisting institutions of higher education within the State in the construction and financing of projects. The Authority consists of eight members appointed by the Governor with the advice and consent of the Senate. A representative of the Minnesota Office of Higher Education and the President of the Minnesota Private College Council, who is a non-voting member, are also members of the Authority.

Marianne T. Remedios has been the Executive Director of the Authority since 2000.

Elaine J. Yungerberg has been Assistant Executive Director of the Authority since 1993.

The Authority is authorized and empowered to issue revenue bonds whose aggregate outstanding principal amount at any time shall not exceed $950 million. The Authority has had 168 issues (including refunded and retired issues) totaling over $1.5 billion, of which approximately $740 million is outstanding as of November 1, 2008. Bonds issued by the Authority are payable only from the loan repayments, rentals, and other revenues and moneys pledged for their payment. The bonds of the Authority do not represent or constitute a debt or pledge of the faith or credit or moral obligation of the State.

Educational institutions eligible for assistance by the Authority are generally private nonprofit educational institutions authorized to provide a program of education beyond the high school level. Under current statutory authority, public community and technical colleges in the State are also eligible for assistance, but only in financing of child-care and parking facilities. In addition, pursuant to special legislation, the Authority has twice issued bonds on behalf of a public community college for housing purposes. Sectarian institutions are not eligible for assistance; however, the fact that an institution is sponsored by a religious denomination does not of itself make the institution sectarian. Application to the Authority is voluntary.

The scope of projects for which the Authority may issue bonds is broad, including buildings or facilities for use as student housing, academic buildings, parking facilities, day-care centers, and other structures or facilities required or useful for the instruction of students, or conducting of research, in the operation of an institution of higher education.

While the Authority retains broad powers to oversee planning and construction, it is current policy to permit the institution almost complete discretion with respect to these matters.

The Authority is also authorized to issue revenue bonds for the purpose of refunding bonds of the Authority and to refinance other debt for capital improvements.

The operations of the Authority are financed solely from fees paid by the participating institutions; it has no taxing power.

Bond issuance costs, including fees of bond counsel, the financial advisor and trustee, are paid by the participating institution.

FINANCIAL ADVISOR

The Authority has retained Springsted Incorporated, Public Sector Advisors, of Saint Paul, Minnesota, as financial advisor (the "Financial Advisor") in connection with the issuance of the Bonds. In preparing the Official Statement, the Financial Advisor has relied upon College officials and other sources who have access to relevant data to provide accurate information for the Official Statement, and the Financial Advisor has not been engaged, nor has it undertaken, to independently verify the accuracy of such information. The Financial Advisor is not a public accounting firm and has not been engaged by the Authority to compile, review, examine or audit any information in the Official Statement in accordance with accounting standards. The Financial Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities and therefore will not participate in the underwriting of the Bonds.

UNDERWRITING

The Bonds are being purchased by Morgan Stanley & Co. Incorporated (the "Underwriter"). The Underwriter has agreed to purchase the Bonds at a purchase price of $19,149,152.09 (representing the aggregate principal amount of the Bonds less an underwriter's discount of $145,575.71 and less net original issue discount of $370,272.20).

The Underwriter intends to offer the Bonds to the public initially at the offering price set forth on the front cover of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriter reserves the right to join with dealers and other underwriters in offering the Bonds to the public. The Underwriter may offer and sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) at prices lower than the public offering prices. The Underwriter may also receive a fee for conducting a competitive bidding process regarding the investment of certain bond proceeds.

The College has agreed in the Bond Purchase Agreement to indemnify the Underwriter and the Authority against certain civil liabilities, including certain potential liabilities under federal securities laws.

RATING

As noted on the cover hereof, Moody's Investors Service ("Moody's") has assigned a rating of "Aa2" to the Bonds. The ratings reflect only the view of Moody's. Further information concerning the rating is available from Moody's.

There is no assurance that such rating will continue for any given period of time or that it may not be lowered or withdrawn entirely by the rating agency if, in its judgment, circumstances so warrant. Any such downward change in or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

LITIGATION

The Authority and the College are unaware of any pending or threatened litigation which would affect the validity of the Bonds, the tax-exempt nature of the Bonds, the authority of either party to enter into the Bond-related documents or the ability of either to perform as described herein, or materially affect the ability of the College to pay the principal of or interest on the Bonds as the same become due.

LEGALITY

The Bonds will be subject to the unqualified approving opinion as to validity and tax exemption by Best & Flanagan LLP, Minnesota, as Bond Counsel. A legal opinion in substantially the form set out in Appendix II herein will be delivered at Bond Closing.

Certain legal matters will be passed upon for the College by Briggs and Morgan P.A., Minneapolis, Minnesota, and for the Underwriter by Dorsey & Whitney LLP, Minneapolis, Minnesota.

TAX EXEMPTION

Federal Tax Considerations

The Internal Revenue Code of 1986, as amended (the "Code"), establishes certain requirements that must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds be and remain excludable from gross income under Section 103 of the Code. These requirements include, but are not limited to, (1) provisions relating to the expenditure of Bond proceeds, (2) provisions which prescribe yield and other limits relative to the investment of the proceeds of the Bonds and other amounts, (3) provisions which require that certain investment earnings be rebated periodically to the Federal government and (4) provisions relating to the ownership and operation of the facilities financed or refinanced by the Bonds. Noncompliance with such requirements may cause interest on the Bonds to become includable in gross income for purposes of Federal and State income taxation retroactive to their date of original issue, irrespective in some cases of the date on which such noncompliance is ascertained.

The Loan Agreement and the Indenture contain provisions (the "Tax Covenants") including covenants of the Authority and the College, pursuant to which, in the opinion of Bond Counsel, such requirements can be satisfied. The Tax Covenants do not relate to all the continuing requirements referred to in the preceding paragraph. If a Determination of Taxability occurs, however, whether or not as a result of violation of any of the Tax Covenants, the outstanding Bonds are subject to optional redemption without premium, and the Bonds shall bear additional interest at a rate of two percent (2%) per annum from the Date of Taxability until the respective dates on which the principal of the Bonds is paid. (See "SUMMARY OF DOCUMENTS – The Loan Agreement – Determination of Taxability" in Appendix V). A determination that interest on the Bonds is includable in the computation of the alternative minimum tax imposed on individuals under the Code is not a Determination of Taxability.

Assuming compliance with the Tax Covenants and on the basis of the certifications to be furnished at Bond Closing, in the opinion of Bond Counsel, under present laws and rulings, interest on the Bonds is not includable in gross income for federal income tax purposes. Interest on the Bonds is not treated as a preference item in determining federal alternative minimum taxable income of individuals and corporations. However, the interest is includable in "adjusted current earnings" for purposes of computing the federal alternative minimum taxable income of corporations.

The Code imposes a branch profits tax equal to 30% of the "dividend equivalent amount" which is measured by "earnings and profits" effectively connected to the United States, net of certain adjustments. Included in the earnings and profits of a United States branch of a foreign corporation is income that would be effectively connected with a United States trade or business if such income were taxable, such as the interest on the Bonds.

In addition, interest on the Bonds is includable in the net investment income of foreign insurance companies for purposes of Section 842(b) of the Code. In the case of a property, casualty or other insurance company subject to the tax imposed by Section 831 of the Code, the amount which otherwise would be taken into account as losses incurred under Section 832(b)(5) of the Code must be reduced by an amount equal to 15% of the interest on the Bonds that is received or accrued during the taxable year. In addition, passive investment income, including interest on the Bonds, may be subject to federal income taxation under Section 1375 of the Code for an S corporation that has Subchapter C earnings and profits at the close of the taxable year if more than 25% of its gross receipts are passive investment income.

The Code further provides that interest on the Bonds is includable in the calculation of modified adjusted gross income in determining whether Social Security or railroad retirement payments are to be included in taxable income of individuals.

Original Issue Premium

Certain maturities of the Bonds have been sold to the public at an amount in excess of their stated redemption price at maturity. Such excess of the purchase price of a Bond over its stated redemption price at maturity constitutes premium on such Bond. A purchaser of a Bond must amortize any premium over such Bond’s term using constant yield principles, based on the purchaser’s yield to maturity. As premium is amortized, the purchaser’s basis in such Bond is reduced by a corresponding amount, resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Bond prior to its maturity. Even though the purchaser’s basis is reduced, no federal income tax deduction is allowed. Purchasers of any Bonds at a premium, whether at the time of initial issuance or subsequent thereto, should consult with their own tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to state and local tax consequences of owning such Bonds.

Original Issue Discount

The dollar amount of the initial offering price to the public of the Bonds with the stated maturity in the year 2018 and the Term Bonds maturing in 2023 and 2028 (the "Discount Bonds") is less than the principal amount of such maturities. The difference between the initial public offering price of each such Discount Bond (assuming a substantial amount of the Discount Bonds is sold at such price) and its principal amount represents original issue discount. Under existing laws, regulations, rulings and decisions, Bond Counsel is of the opinion with respect to the Discount Bonds that the amount of original issue discount constitutes tax-exempt interest to the extent that it is deemed to accrue to an owner for federal and State of Minnesota income tax purposes (other than Minnesota corporate franchise taxes measured by taxable income and the alternative minimum tax base). Original issue discount is deemed to accrue for such purposes on the basis of a constant yield to maturity taking into account semiannual compounding. The amount of original issue discount that accrues during any accrual period to a holder of a Discount Bond who acquires the Discount Bond in this offering generally equals (i) the issue price of such Discount Bond plus the amount of original issue discount accrued in all prior accrual periods, multiplied by (ii) the yield to maturity of such Discount Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period), less (iii) any interest payable on such Discount Bond during such accrual period. The amount of original issue discount so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period, will be excluded from gross income for federal income tax purposes to the same extent as stated interest and will increase the holder's tax basis in such Discount Bond. Any gain realized by a holder from a sale, exchange, payment or redemption of a Discount Bond would be treated as gain from the sale or exchange of such Discount Bond. An owner of a Discount Bond who disposes of it prior to maturity should consult such owner’s tax advisor as to the amount of original issue discount accrued over the period held and the amount of taxable gain or loss upon the sale or other disposition of such Discount Bond prior to maturity.

It is possible under the applicable provisions governing state and local income taxation in states other than Minnesota that interest on Discount Bonds may be taxable in the year of accrual, and may be deemed to accrue earlier than under federal law. Bondholders who acquire the Bonds at a discount should consult their tax advisors with respect to the state and local tax consequences of owning the Discount Bonds.

Minnesota Tax Considerations

Assuming compliance with the Tax Covenants and on the basis of the certifications to be furnished at Bond Closing, in the opinion of Bond Counsel, under present laws and rulings, interest on the Bonds is not includable in the taxable income of individuals, estates and trusts for Minnesota income tax purposes. Interest on the Bonds is not treated as a preference item in determining the Minnesota alternative minimum tax applicable to individuals, estates and trusts. However, the interest is subject to the Minnesota franchise tax imposed on corporations, including financial institutions, measured by taxable income and the alternative minimum tax base.

Minnesota, like many other states, generally taxes interest on obligations of governmental issuers in other states. In 1995, Minnesota enacted a statement of intent, codified at Minn. Stat. § 289A.50, subd. 10, that interest on obligations of Minnesota governmental units and Indian tribes be included in the net income of individuals, estates and trusts for Minnesota income tax purposes if a court determines that Minnesota's exemption of such interest and its taxation of interest on obligations of governmental issuers in other states unlawfully discriminates against interstate commerce. This provision applies to taxable years that begin during or after the calendar year in which any such court decision becomes final, irrespective of the date upon which the obligations were issued.

On May 19, 2008 the U.S. Supreme Court held in *Department of Revenue of Kentucky v. Davis* that Kentucky's taxation of interest on bonds issued by other states and their political subdivisions, while exempting from taxation interest on bonds issued by the Commonwealth of Kentucky or its political subdivision, does not impermissibly discriminate against interstate commerce under the Commerce Clause of the U.S. Constitution. In a footnote, however, the Court stated that it had not addressed whether differential treatment of "so-called 'private-activity,' 'industrial-revenue,' or 'conduit' bonds . . . used to finance projects by private entities" violate the Commerce Clause, adding that "we cannot tell with certainty what the consequences would be of holding that Kentucky violates the Commerce Clause by exempting such bonds; we must assume that it could disrupt important projects that the States have deemed to have public purposes. Accordingly, it is best to set this argument aside and leave for another day any claim that differential treatment of interest on private-activity bonds should be evaluated differently from the treatment of municipal bond interest generally."

The Bonds are "private activity bonds." Since the Supreme Court's opinion left open the possibility of a challenge to Minnesota's differential treatment of the interest on private activity bonds issued in other states, the outcome of any such challenge cannot be predicted. If Minnesota's treatment of such bonds were held to unlawfully discriminate against interstate commerce, the court making such a finding would have to decide upon a remedy for the tax years at issue in the case. Even if the remedy applied to those years preceding the decision were to exempt other states' bond interest rather than to tax Minnesota bond interest, application of the 1995 statute to subsequent years could cause interest on the Bonds to become taxable by Minnesota and the market value of the Bonds to decline.

Bondholders should consult their tax advisors with respect to collateral consequences arising from the receipt of interest on the Bonds, including without limitation the calculations of alternative minimum tax or foreign branch profits tax liability, or the inclusion of social security or other retirement payments in taxable income.

NOT QUALIFIED TAX-EXEMPT OBLIGATIONS

The Bonds will not be “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986 relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

THE COLLEGE

Carleton College (the “College”) was founded by the Minnesota Conference of Congregational Churches, under the name of Northfield College, on November 14, 1866. Preparatory school classes began in September, 1867, but it was not until 1870 that the College formed its first college class and began construction of the first on-campus building. Church control ended after one year and the College became and remains autonomous and non-sectarian.

By the fall of 1871, the name of the College had been changed to honor an early benefactor, William Carleton of Charlestown, Massachusetts, who bestowed a gift of $50,000 on the struggling young college. At the time, it was the largest single contribution ever made to a western college, and it was made unconditionally, with no requirement that the name of the College be changed.

The College has always been co-educational. The original graduating class in 1874 was composed of one man and one woman who followed similar academic programs. Carleton's current enrollment of 1,975 continues to include nearly equal numbers of men and women.

Governance

The College is governed by the Board of Trustees currently comprised of 43 voting members. The Board is self-perpetuating through a nominations and recommendations process coordinated by the Committee on Trustee Affairs.

Trustees serve four-year terms and are elected by the Board. The terms are staggered so that the terms of approximately one-fourth of the Trustees end each year. Board members may be reelected. If a vacancy on the Board occurs, the term of the Trustee elected to fill the vacancy is the balance of the unexpired term.

The President of the Alumni Association and the Chair of the Alumni Annual Fund are each *ex officio* members of the Board of Trustees with all of the rights, duties and privileges of a Trustee except that of voting and attending executive sessions of the Board.

Officers of the Board consist of the Chair and one or more Vice Chairs, who are elected for terms of one year, and the President of the College, the Treasurer, and the Secretary, whose terms are determined by the Board.

The Board normally meets three times a year (fall, winter, and spring), with the annual meeting for the election of Trustees and officers in the spring (May). Dates are set by the Board at the convenience of the Trustees. Special meetings may be called at the discretion of the Chair. One-third of the membership of the Board constitutes a quorum for the transaction of business at any regular or special meeting. The Executive Committee performs duties of the Board between Board meetings.

The Board of Trustees is responsible for policymaking. The Board does not involve itself in the day-to-day operations of the College. The President of the College, as the College’s Chief Executive Officer, is responsible for the general active management of the College on a day-to-day basis. The faculty, with the assistance of a standing committee chaired by the Dean of the College, formulates educational policy.

The officers of the College are the President, Vice President and Treasurer, and Dean of the College.

Catherine James Paglia '74	Director, Enterprise Asset Management New York, New York
Elizabeth Pennie ‘04	Associate, CPL Holdings Limited Kowloon, Hong Kong
Lawrence Perlman '60, P ’89	Minneapolis, Minnesota
Margaret Ann Towsley Riecker '54	Midland, Michigan
John H. Roe III	Retired Chairman, Bemis Company, Inc. Minneapolis, Minnesota.
Jack W. Schuler P ’97	Chair, Stericycle Lake Forest, Illinois
John H. Stout ‘62	Chair, Corporate Governance Group, Fredrikson & Byron, P.A. Minneapolis, Minnesota
Caesar F. Sweitzer '72, P ’02, P ’06	Managing Director, Citigroup Global Markets, Inc. New York, New York
Paul T. Van Valkenburg ‘82	Mortgage Industry Advisory Corporation New York, New York
Wallace R. Weitz ’70, P ’96, P ’99, P ’02	President, Weitz Funds Omaha, Nebraska
Justin B. Wender ’91	President, Castle Harlan, Inc. New York, New York
Bonnie M. Wheaton ‘66	Circuit Judge, Judicial Circuit Court DuPage County, IL Wheaton, Illinois
Sidney Carne Wolff ‘62, H ‘85	Astronomer, National Optical Astronomy Observatory Tucson, Arizona
John L. Youngblood ‘81	Managing Partner, Gallatin Capital, LLC New York, New York
Katherine Werness Youngblood ’57, P ’81	Retired Account Executive, Zenger Miller Minneapolis, Minnesota

H – Honorary Degree from Carleton
P – Parent of Carleton Student

President

Robert A. Oden, Jr. became President of the College on July 2, 2002. Dr. Oden is a native of South Dakota. He earned a bachelor's degree magna cum laude and Phi Beta Kappa from Harvard College. He attended Cambridge University as a Marshall Scholar, earning a second bachelor's degree and a master's degree before returning to Harvard to complete a master's of theology and a Ph.D. in Near Eastern languages and literatures. From 1972 to 1989, he was a member of the religion faculty at Dartmouth College and was the recipient of Dartmouth's first Distinguished Teaching Prize. Dr. Oden served as headmaster of The Hotchkiss School, a private secondary school, from 1989 to 1995 and as President of Kenyon College from 1995 until 2002.

Dr. Oden has focused his research in ancient Near East languages and history and comparative religion. He is a widely-published author of articles and books, and has lectured at educational and academic institutions and academic meetings across the country and abroad.

Dr. Oden is on the Board of Directors of the JP Morgan Mutual Funds. He has been a trustee of The American University in Cairo, Egypt, since 1990.

Vice President and Treasurer

Frederick A. Rogers began his tenure as the College Vice President and Treasurer on August 30, 2004. Mr. Rogers graduated from Carleton with a B.A. in mathematics and went on to earn his M.S. with distinction from the School of Urban and Public Affairs, now the Heinz School of Public Policy and Management, at Carnegie Mellon University. Mr. Rogers began his career in planning at Carnegie Mellon in 1974 where he was appointed vice president for business affairs and chief financial officer in 1981. He joined Cornell University in 1990, where he served as Chief Financial Officer through January 2000, and was appointed Senior Vice President in 1995.

In 30 years of experience in higher education, Mr. Rogers has been active in professional organizations that include the National Association of College & University Business Officers (NACUBO), serving as chairman of its financial management committee, the Eastern Association of College and University Business Officers (EACUBO), serving as a board member and treasurer, and as a board member and chairman of the Council of Government Relations (COGR). Mr. Rogers has also done consulting with the Commonfund and other institutions of higher education and has served for 15 years as the Director of the Cornell/EACUBO Administrative Management Institute. He recently completed his fourth three-year term as a trustee of the Lebanese American University.

Vice President for External Relations and Secretary

Kristine A. Cecil began her role as Vice President for External Relations for the College on November 1, 2003, building on her 21 year career in fund raising for higher education and the arts.

Ms. Cecil graduated from Carleton with a B.A. in international relations. She began her career in fund raising at Vanderbilt University in Nashville, Tennessee where she was employed from 1984 to 1987; followed by serving as Director of Capital programs at Hamline University in Saint Paul, Minnesota from 1987 to 1992. In 1992 Ms. Cecil returned to the College as Executive Director of the Alumni Annual Fund and later as Director of Development. Ms. Cecil left the College in 2001 and worked at The Minneapolis Institute of Arts as Director of Development until her return to the College as Vice President for External Relations and Secretary.

Dean of the College

Scott Bierman assumed his position as Dean of the College in August of 2005. He earned his B.A. with majors in both Economics and Mathematics in 1977 from Bates College and his Ph.D. in Economics from the University of Virginia in 1985. Dean Bierman joined the Carleton faculty in 1982, teaching economics. He was Chair of the Department of Economics from 1991-1995 and President of the Faculty at Carleton from 1997-2000. In that capacity he helped guide through the faculty a number of initiatives including an accelerated sabbatical policy, the passage of a Cross-Cultural Studies concentration, and the introduction of a writing portfolio pilot program (that is now a requirement for all students). Dean Bierman has served as Associate Dean of the College for two years, with responsibilities including oversight over all academic department budgets and the budgets of all offices that report to the Dean of the College including the Library and Information and Technology Services. He has been an active participant in curricular initiatives that include "Quantitative Inquiry, Reasoning, and Knowledge", "Building the Consciously Creative Campus", and "Visual Culture." Dean Bierman is a trustee of Bates College.

The Campus

The College's 1,040 acres of campus, arboretum, and athletic fields are situated on the northern boundary of Northfield, Minnesota. This attractive rural community has a population of about 19,000 and is located about 40 miles south of the Twin Cities of Minneapolis and St. Paul.

The single original building (Willis Hall) completed in 1872 on a ten-acre parcel has been joined by 44 others, including 12 academic facilities, nine on-campus residence halls, nine student apartment houses, four recreation and athletic facilities, a library, a chapel, an observatory and a campus center. The College purchased the Northfield Middle School in 2005 with plans to use it as a facility geared towards creative collaboration. The building is informally known as the Arts Union.

The College owns a 1.65 megawatt wind turbine located near campus. The power it generates is purchased by Excel Energy.

Approximately 1,620 students live in College-owned housing, including all first-year students and sophomores for whom campus residence is required.

Academic Year

Carleton operates three academic terms of 10 weeks each, with a limited summer program.

Accreditation and Affiliations

Accredited by several associations, including the North Central Association of Colleges and Secondary Schools (since 1913), Carleton offers the Bachelor of Arts degree.

Among the academic honor societies with chapters on the campus are Phi Beta Kappa and Mortar Board, scholastic honor societies; Sigma Xi, science honor society; and Pi Delta Epsilon and Pi Mu Epsilon for journalism and mathematics, respectively.

Student Enrollment

Below is the total full time student enrollment (Fall term) for the past five years.

2004-05	1,932
2005-06	1,936
2006-07	1,958
2007-08	1,986
2008-09	1,975

Marketing

Carleton's marketing efforts include (1) direct contact with potential students by the admissions office, (2) contact with state, regional and national media, (3) continuing contact with high school counselors and college advisors, (4) special efforts toward national visibility in coordination with a national college public relations firm, (5) promotion of faculty regionally and nationally as experts in their fields, and (6) cultivation of support by an alumni, parent and donor network of more than 26,000 people.

Applications, Acceptances and Enrollments

Freshmen

Year	Applicants	Acceptances	Matriculants	Acceptance Ratio	Matriculation Ratio
2004-05	4,898	1,401	487	28.6%	34.8%
2005-06	5,036	1,471	542	29.2%	36.8%
2006-07	4,450	1,405	504	31.6%	35.9%
2007-08	4,840	1,444	509	29.8%	35.2%
2008-09	4,952	1,358	490	27.4%	36.1%

Student Retention

Since Fall semester 2001, the percentage of the fall first-time, first-year student entering cohort returning to the College for their second year has exceeded 95%.

Overlap Acceptance Institutions

The College's research finds that candidates for admission to Carleton also frequently apply to the following institutions: Williams College, Yale University, Macalester College, Washington University, Brown University, Amherst College, Grinnell College, Swarthmore College, Harvard College, and Pomona College.

Geographic Distribution of Entering Freshmen

For the fall of 2008, the geographic distribution of entering freshmen is as follows:

Minnesota	102
Illinois	52
New York	40
California	33
Massachusetts	23
Wisconsin	21
Washington	17
Oregon	15
Colorado	9
Texas	9
Other States	123
Foreign Countries	47
Total	491

Tuition and Fees (per student)

	2004-05	2005-06	2006-2007	2007-08	2008-09
Tuition and Fees	$ 30,501	$32,460	$34,083	$35,958	$37,845
Room	2,739	3,738	4,299	4,944	5,223
Full Board	3,570	4,080	4,293	4,545	4,770
Fees	165	189	189	198	201
Total	$ 36,975	$ 40,467	$42,864	$45,645	$48,039

Faculty and Staff

The student-faculty ratio for 2007-2008 is approximately 9 to 1. The College subscribes to the 1940 Statement of Principles on Academic Freedom of the American Association of University Professors and the Association of American Colleges.

Faculty and Staff 2007-08

Regular Faculty – Tenured	127
Regular Faculty - Tenure Track	48
Regular Faculty - Non-Tenured	14
Administrative Staff, adjunct and visiting faculty	278
Total	767

Of the regular faculty, 182 or 96.8% hold Ph.D.s or terminal degrees in their field, 18 hold Master's degrees and 5 hold a Bachelor's degree.

Pensions

The College has one contributory defined contribution retirement plan for academic and non-academic personnel. Contributions are based on a percentage of compensation. The cost of the retirement plan is paid currently and amounted to $4,845,688 for the Fiscal Year ended June 30, 2008.

In January 2007, two Voluntary Employee Benefit Association (VEBA) trusts were established. The Employer Contribution VEBA Trust (funded solely by employer pre-tax contributions) and the Employee After Tax Contribution VEBA Trust (funded solely by employee after tax contributions) were established to provide eligible retired employees and their eligible spouses and dependents with access to certain insured and/or self-insured health benefits. The trusts are exempt from taxation to the extent permitted under section 501(c)(9) and 512 of the Internal Revenue Code of 1986.

The College contributed $190,508 and $96,499 to the Employer Contribution VEBA Trust during the fiscal years ended June 30, 2008 and 2007, respectively. There is no future payment liability associated with this plan.

Unions

The International Union of Operating Engineers, Local 70, represents regular full-time and part-time maintenance, grounds and custodial employees working at Carleton College. The bargaining unit is made up of approximately 79 employees. The current contract expires June 30, 2009. Bon Appetit Management Company employs approximately 55 food service employees represented by the International Union of Operating Engineers, Local 70, under a separate contract which expires June 30, 2013.

Financial Aid

The College's admissions and financial aid programs are designed to enable qualified students to attend the College, regardless of financial circumstances. Students receive financial aid from loans, employment, government sources and College funds.

The College awarded scholarships to 54% of the College's students from endowments, gifts and general revenues in the 2007-08 academic year.

Endowment and Annuity and Life Income Funds

Following is a five-year history of the ending market value of the College's Endowment, Annuity and Life Income Funds (in thousands of dollars).

	(A) Endowment	(B) Funds functioning as endowment	(A) + (B) Total Endowment	Annuity and Life Income
2003-04	$351,608	$159,592	$511,200	$48,446
2004-05	374,800	165,239	540,039	51,329
2005-06	392,605	179,350	571,955	51,256
2006-07	450,330	213,170	663,500	51,527
2007-08	448,861	198,961	647,822	54,488

The College's financial goal for its endowment is to preserve their inflation-adjusted purchasing power, after accounting for investment returns, spending and inflation, but excluding gifts.

The College Endowment Fund is managed by external investment managers who are selected and monitored by the Investment Office of the College with assistance from an outside consultant, Hammond & Associates. The Investment Committee of the Board of Trustees and Vice President and Treasurer establish policy and provide oversight. The total fair market value of Carleton's Endowment Funds at September 30, 2008 was $593,326 (in thousands of dollars, unaudited).

Gifts and Grants

The following table reports gifts and grants revenues received for the past five years (in thousands of dollars):

Year:	2003-04	2004-05	2005-06	2006-07	2007-08
Unrestricted	$ 8,337	$ 8,497	$14,949	$12,919	$18,079
Temporarily restricted	6,297	20,163	15,350	11,305	6,040
Permanently restricted	6,070	5,614	1,030	6,210	4,997
Totals per financial statements:	$20,704	$34,274	$31,329	$30,434	$29,116

Fundraising

Since 1997 Carleton College has successfully raised more than $20 million annually, adding resources to the endowment as well as providing significant operating revenue. During the past five years completed bequests and life income gifts have exceeded $25 million, and over the same period new life income gifts have exceed $19 million. During Fiscal Year 2009, capital, annual, and deferred gifts are expected to exceed $20 million.

Breaking Barriers, Creating Connections: The Campaign for Carleton began on July 1, 2004 with leadership gift support from the Carleton Board of Trustees and committed donors. The campaign is a comprehensive six-year fundraising effort that will raise $300 million for teaching and learning, student financial aid, essential building needs and operating support. When complete more than half of the total commitments secured will add to the endowment.

In May 2007, Carleton publicly launched the campaign with more than $166 million in commitments; as of September 30, 2008 that total has climbed to $202 million. The campaign will conclude on June 30, 2010.

Independent Accountants

The financial statements as of June 30, 2008 and for the year then ended, included in Appendix V of this Official Statement, have been audited by LarsonAllen LLP, independent accountants, as stated in their report appearing therein.

Statement of Financial Activity for Fiscal Years 2004 through 2008

The following table sets forth the College's Statement of Unrestricted Activities and Change in Unrestricted Net Assets for the Fiscal Years ended June 30, 2004 through 2008.

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Carleton College
Statement of Unrestricted Activities and Change in Unrestricted Net Assets
Year Ended June 30

	2004	2005	2006	2007	2008
Resources and other additions					
Tuition and fees	$ 55,131,371	$ 59,378,173	$ 63,902,717	$ 67,206,367	$ 72,549,128
Room and board	8,641,529	9,366,271	11,856,131	13,185,561	14,505,864
Scholarships	(17,545,615)	(19,522,411)	(22,115,388)	(23,294,991)	(24,335,148)
Net student fees	46,227,285	49,222,033	53,643,460	57,096,937	62,719,844
Private gifts and pledges	7,578,052	7,737,670	14,238,737	12,128,892	17,389,905
Government reimbursements	758,976	759,377	710,385	790,274	688,710
Interest and dividends	2,300,131	3,184,103	4,062,806	3,171,811	2,824,316
Net realized gain (loss)	41,042,974	11,303,048	10,922,614	9,498,775	67,525,139
Net unrealized gain (loss)	9,932,325	9,821,001	5,593,031	22,710,485	(76,428,911)
Net change in split interest	-	-	-	-	-
Bookstore, rents and other	3,849,271	3,618,238	3,801,064	5,285,492	4,516,419
Subtotal revenue	111,689,014	85,645,470	92,972,097	110,682,666	79,235,422
Fund transfers		(227,656)	73,844	(758,332)	(48,377,446)
Net assets released from restrictions	25,218,576	28,417,847	32,789,579	79,170,694	32,573,640
Total revenues and other additions	136,907,590	113,835,661	125,835,520	189,095,028	63,431,616
Expenses					
Instruction	36,233,494	36,168,548	39,794,708	41,393,214	43,501,642
Academic support					
Library	4,003,464	3,950,940	5,066,786	5,110,149	5,221,228
Other	5,742,688	6,334,547	5,896,243	5,955,798	7,003,850
Student services	11,838,725	12,421,917	12,607,579	13,301,265	14,014,511
Institutional support					
Administration	4,170,538	4,718,927	4,578,363	4,713,025	4,855,002
External relations	3,099,507	3,388,492	3,817,503	3,991,372	4,251,572
Fund raising	3,247,164	3,926,081	4,031,953	4,880,167	4,953,416
General	5,038,512	5,399,664	5,168,809	4,873,421	5,236,104
Auxiliary enterprises	13,587,926	12,930,946	13,181,329	14,279,395	13,820,008
Total expenses	86,962,018	89,240,062	94,143,273	98,497,806	102,857,333
Change in net assets before effect of change in accounting principle	49,945,572	24,595,599	31,692,247	90,597,222	(39,425,717)
Current year impact of change in accounting principle	-	-	(2,033,488)	-	-
Change in net assets	49,945,572	24,595,599	29,658,759	90,597,222	(39,425,717)
Net assets					
Restatement of prior year net assets			(731,440)		
Beginning of year	351,946,396	401,891,968	425,756,127	455,414,886	546,012,108
End of year	$ 401,891,968	$ 426,487,567	$ 455,414,886	$ 546,012,108	$ 506,586,391

Source: Audited financial statements of the College.

Long-Term Debt of the College

The College's long-term debt outstanding as of November 1, 2008 is as follows:

1. $10,300,000 Minnesota Higher Education Facilities Authority Revenue Bonds, Series Three-L2, dated October 1, 1992. The bonds are secured by the full faith and credit of the College. The Series Three-L2 Bonds are variable rate and averaged 2.74% during Fiscal Year 2008. They have a term maturity of November 1, 2012. The entire principal of the Series Three-L2 Bonds is outstanding.

2. $23,000,000 Minnesota Higher Education Facilities Authority Revenue Bonds, Series Five-G, dated June 8, 2000. The bonds are secured by the full faith and credit of the College. The Series Five-G Bonds are variable rate and averaged 2.74% during Fiscal Year 2008. They have a term maturity of November 1, 2029. The entire principal of the Series Five-G Bonds is outstanding.

3. $31,460,000 Minnesota Higher Education Facilities Authority Revenue Bonds, Series Six-D, dated April 13, 2005. The bonds are secured by the full faith and credit of the College. The Series Six-D Bonds are variable rate and averaged 2.78% during Fiscal Year 2008. They are subject to mandatory redemption annually on April 1 in the years 2007 through 2022, inclusive, and have a term maturity of April 1, 2035. The outstanding balance of the Series Six-D Bonds is $31,040,000. The College entered into an interest rate swap with Morgan Stanley Capital Services Inc. relating to the Series Six-D Bonds effective April 13, 2005 and terminating April 1, 2022. See Appendix VII, College Financial Statements, for additional information about the interest rate swap.

As of November 1, 2008, the College's total long-term debt outstanding is $64,340,000. The College's debt will increase by the principal amount of the Bonds upon issuance.

PROPOSED FORM OF LEGAL OPINION

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December ___, 2008

$19,665,000 Minnesota Higher Education Facilities Authority
Revenue Bonds, Series Six-T (Carleton College)

We have acted as Bond Counsel in connection with the issuance of the Bonds described above. We have examined the law and certified copies of the proceedings and other certificates of public officials furnished to us in connection with the issuance by the Minnesota Higher Education Facilities Authority (the "Authority"), of its $19,665,000 Revenue Bonds, Series Six-T (Carleton College) (the "Bonds"). We have examined the law and such other certified proceedings and other documents as we have deemed necessary to render this opinion.

As to questions of fact material to our opinion we have relied upon representations of the Authority and the Carleton College, a Minnesota nonprofit corporation (the "Corporation"), contained in the Loan Agreement dated as of December 1, 2008 (the "Loan Agreement") between the Corporation and the Authority, the Indenture of Trust dated as of December 1, 2008 (the "Indenture") between the Authority and Wells Fargo Bank, National Association, in Minneapolis, Minnesota (the "Trustee"), the Bond Purchase Agreement between the Authority and Morgan Stanley & Co. Incorporated, the Opinion of Briggs and Morgan P.A., St. Paul and Minneapolis, Minnesota, of even date herewith, as counsel to the Corporation, the certified proceedings and other certifications of public officials furnished to us, and certifications by officials of the Corporation without undertaking to verify the same by independent investigation.

Based upon such examinations, and assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, and the accuracy of the statements of fact contained in such documents, and based upon present Minnesota and federal laws, regulations, rulings and decisions (which excludes any pending legislation which may have a retroactive effect), it is our opinion that:

(a) The Authority is an agency of the State of Minnesota duly organized and existing under the laws of the State of Minnesota, with authority under Minnesota Statutes, Sections 136A.25 to 136A.42, as amended (the "Act"), to issue the Bonds, to loan the proceeds thereof to the Corporation pursuant to the Loan Agreement and to execute and deliver the Indenture to secure the Bonds;

(b) the Loan Agreement and the Indenture have been duly authorized, executed and delivered by the Authority and create valid and binding special obligations of the Authority, enforceable upon the Authority in accordance with their terms;

(c) the proceedings show lawful authority for the issuance of the Bonds under the Indenture and under the provisions of the Constitution and laws of the State of Minnesota now in force, including the Act;

(d) the Bonds have been duly and validly executed and delivered by the Authority and are valid and binding special obligations of the Authority, enforceable in accordance with their terms, secured by and entitled to the benefits provided by the Indenture; the Bonds are payable solely from the revenues and other sums irrevocably pledged to the payment of the Bonds and interest thereon under the Indenture;

(e) the Bonds are not a general obligation or indebtedness of the Authority within the meaning of any constitutional or statutory limitation, and do not constitute or give rise to a pecuniary liability of the Authority or charge against its general credit or taxing powers, but are payable solely from the revenues in accordance with the provisions of the Indenture; and

(f) as of their date of issuance, the Bonds are not arbitrage bonds; and interest on the Bonds is excluded from gross income for United States income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"); and is excluded to the same extent in computing taxable net income for State of Minnesota income tax purposes (other than Minnesota franchise taxes measured by income and imposed on corporations and financial institutions). Furthermore, interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations or the Minnesota alternative minimum tax applicable to individuals, estates or trusts; however, for the purpose of computing the federal alternative minimum tax imposed on corporations, such interest is taken into account in determining adjusted current earnings. The opinion set forth in the first sentence of this paragraph is subject to the conditions that the Authority, the Trustee and the Corporation comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be (or continue to be) excluded from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Bonds to be so included in federal gross income or Minnesota taxable net income retroactive to the date of issuance of the Bonds. The Authority, the Trustee and the Corporation have covenanted to comply with such requirements. We express no opinion regarding other federal or state tax consequences arising with respect to ownership of the Bonds, including the receipt or accrual of interest thereon.

It is to be understood that the rights of the owners of the Bonds and the enforceability of the Bonds, the Indenture and the Loan Agreement may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and that their enforcement may also be subject to the exercise of judicial discretion in appropriate cases.

Dated at Minneapolis, Minnesota this ___th day of December, 2008.

BEST & FLANAGAN LLP

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ANNUAL REPORT INFORMATION

The Annual Report Date will be 270 days after each fiscal year end, commencing with the fiscal year ended June 30, 2009. The Annual Report will contain:

1. Audited financial statements for the most recent complete fiscal year.

2. The following financial and operating data contained in Appendix I to the Final Official Statement:

   a. Information as of the end of the most recent complete academic or fiscal year, as appropriate, of the matters covered by the Sections entitled:

      - Student Enrollment
      - Applications, Acceptances and Enrollments
      - Geographic Distribution of Entering Freshmen
      - Tuition and Fees
      - Faculty and Staff
      - Financial Aid
      - Endowment and Annuity and Life Income Funds

   b. Information as to gifts, bequests and grant support for the most recent complete fiscal year.

   c. Information as to any publicly announced capital campaign, including stated goals and progress toward the goals.

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DEFINITION OF CERTAIN TERMS

Account or *Accounts*: One or more of the Accounts created under Article IV or V of the Indenture.

Act: Sections 136A.25 through and including 136A.42, Minnesota Statutes, as amended.

Arbitrage Regulations: All regulations and proposed regulations from time to time issued and in effect under Section 148 of the Internal Revenue Code (and former Section 103(c) of the Internal Revenue Code of 1954), including without limitation Treasury Regulations Sections 1.148-1 to 1.150-1.

Authority: The Minnesota Higher Education Facilities Authority.

Authorized Authority Representative: The person at the time designated to act on behalf of the Authority by written certificate furnished to the Corporation and the Trustee, containing the specimen signature of such person and signed on behalf of the Authority by its Chair, Secretary or Executive Director or any officer authorized to act on behalf of the foregoing officers. Such certificate may designate an alternate or alternates and in that case, specimen signatures for the alternates shall be provided as well.

Authorized Denominations: $5,000 and any integral multiples thereof.

Authorized Institution Representative: The President or the Vice President and Treasurer or any other person at the time designated to act on behalf of the Corporation by written certificate furnished to the Authority and the Trustee, containing the specimen signature of such person and signed on behalf of the Corporation by the Chair, any Vice-Chair or the Secretary of its Board of Trustees or the President or the Vice President and Treasurer of the Corporation. Such certificate may designate an alternate or alternates.

Authorized Investments: Investments authorized for moneys in the Accounts created under Articles IV and V of the Indenture and described in Section 5.04 thereof.

Beneficial Owner: With respect to any authorized denomination of a Bond in Book-Entry Form, each person who beneficially owns such Bond in such authorized denomination and on whose behalf, directly or indirectly, such authorized denomination of Bond is held by the Depository pursuant to the Book-Entry System.

Board of Trustees: The Board of Trustees of the Corporation, including any Executive Committee authorized to act for such board.

Bond and Interest Sinking Fund Account: The Bond and Interest Sinking Fund Account established pursuant to the Indenture.

Bond Closing: The original issuance, sale and delivery of the Bonds.

Bond Purchase Agreement: The Bond Purchase Agreement, related to the Bonds among the Authority, the Underwriter and the Corporation.

Bond Resolution: The Series Resolution of the Authority adopted on May 21, 2008 and the Supplemental Resolution of the Authority adopted on October 15, 2008, authorizing the Bonds, as the same may be amended, modified or supplemented by any amendments or modifications thereof.

Bond Year: With respect to the Bonds, (a) the period from the Issue Date to the close of business on January 1, 2009, and (b) each succeeding 12-month period ending at the close of business on January 1 of each year in which the outstanding Bonds, if paid at their stated maturity dates, will be outstanding.

Bonds: The Minnesota Higher Education Facilities Authority Revenue Bonds, Series Six-T (Carleton College).

Book-Entry Form: All Bonds, if such Bonds are all held (i) in the name of the Depository (or its nominee) with each Stated Maturity evidenced by a single Bond certificate or (ii) with the approval of the Corporation, Authority and Trustee, in any similar manner for which Beneficial Owners do not receive Bond certificates evidencing their beneficial ownership in any Bond.

Book-Entry System: A system of recordkeeping, securities clearance and funds transfer and settlement maintained for securities by the Depository and Participants (or Indirect Participants).

Building Equipment: Those items of goods, equipment, furnishings, furniture, inventory, machinery or other tangible personal property now or hereafter owned by the Corporation and located on the Project Site acquired from funds other than the proceeds of the Bonds.

Business Day: Any day other than Saturday, Sunday, a legal holiday in the State of Minnesota or any other day that the Depository or banks in Minnesota are not open for business.

College or Corporation: Carleton College, a Minnesota nonprofit corporation, its successors and assigns, as owner and operator of the Institution.

Construction Account: The Construction Account established pursuant to the Indenture.

Continuing Disclosure Agreement: The Continuing Disclosure Agreement between the Trustee and the Corporation, dated as of December 1, 2008.

Date of Taxability: That date as of which the interest on the Bonds shall be so determined to be includable in the gross income of the Owners thereof; provided, that no Bond shall bear additional interest for any period for which the statute of limitations shall be a bar to the assertion or collection of a deficiency of federal income taxes from the Owner of such Bond.

Depository: DTC or any other person who shall be a Holder of all Bonds directly or indirectly for the benefit of Beneficial Owners and approved by the Authority, College and Trustee to act as the Depository; provided any Depository shall be registered or qualified as a “clearing agency” within the meaning of Section 17A of the Securities Exchange Act of 1934, as amended.

Determination of Taxability: A Notice of Deficiency issued by the Internal Revenue Service or a final decision of a court of competent jurisdiction to the effect that the interest payable on the Bonds is includable in gross income for purposes of federal income taxation by reason of the application of the provisions of Section 103 of the Internal Revenue Code, related sections and regulations thereunder, in effect on the date of issuance of the Bonds, as more fully provided in the Loan Agreement. A determination that interest on the Bonds is includable in the computation of any alternative minimum tax is not a Determination of Taxability.

DTC: The Depository Trust Company in New York, New York, its successors or assigns.

Event of Default: An Event of Default described in the Indenture or Loan Agreement and summarized in this Official Statement in the sections entitled “SUMMARY OF DOCUMENTS – THE INDENTURE – Events of Default” and “SUMMARY OF DOCUMENTS – THE LOAN AGREEMENT – Events of Default.”

Financial Journal: *The Bond Buyer* or any other newspaper or journal devoted to financial news published in the English language in Minneapolis or Saint Paul, Minnesota, or in the City of New York, New York.

Fiscal Year: The Corporation 's Fiscal Year, initially the 12-month period commencing on July 1 in each year.

General Bond Resolution: The General Bond Resolution adopted by the Authority on October 31, 1972, and any amendments thereto.

Holder, Bondholder or Owner: The person in whose name a Bond shall be registered except if any Bond is in Book-Entry Form, with respect to any consent or approval of a Holder of Bonds, the terms shall mean the Beneficial Owner.

Indenture: The Trust Indenture between the Authority and Wells Fargo Bank, National Association, as Trustee, dated as of December 1, 2008, under which the Bonds are authorized to be issued, and including any indenture supplemental hereto.

Independent: When used with reference to an attorney, engineer, architect, certified public accountant, consultant, insurance consultant or other professional person, means a person who (i) is in fact independent, (ii) does not have any material financial interest in the Corporation or the Institution or the transaction to which such Certificate or opinion relates (other than the payment to be received for professional services rendered), and (iii) is not connected with the Authority or the Corporation or Institution as an officer, employee or member of the Authority, the Corporation or Institution or Board of Trustees of the Corporation.

Independent Counsel: an Independent attorney duly admitted to practice law before the highest court of any state.

Independent Management Consultant: An Independent certified public accountant, Independent financial consultant or Independent management consultant having a favorable reputation for skill and experience in studying and reporting on operations of private nonprofit institutions of higher education satisfactory to the Authority.

Institution: Carleton College, a Minnesota institution of higher education headquartered in the City of Northfield, Minnesota and owned and operated by the Corporation.

Internal Revenue Code: The Internal Revenue Code of 1986 and amendments thereto.

Issue Date: The date on which the Bonds are delivered to the original purchaser thereof upon original issuance.

Loan Agreement: The Loan Agreement between the Authority and the College relating to the Bonds, dated as of December 1, 2008, as amended or supplemented from time to time.

Loan Repayments: Payments required to be made by the Corporation to the Trustee pursuant to the Loan Agreement.

Moody's: Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns; and if such corporation shall be dissolved or liquidated or shall no longer perform the function of a municipal securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized municipal securities rating agency designated by the Authority.

Net Proceeds: When used with respect to proceeds of insurance or a condemnation award, moneys received or receivable by the College as owner or lessee and the Trustee as secured party pursuant to the Indenture, less the cost of recovery (including attorneys' fees) of such moneys from the insuring company or the condemning authority, plus investment earnings thereon.

Outstanding or outstanding: When used as of any particular time with reference to Bonds, without regard to capitalization of such term, means (subject to the provisions of the Indenture pertaining to Bonds held by the Authority and the Corporation) all Bonds theretofore authenticated and delivered by the Trustee under the Indenture except: (i) Bonds theretofore cancelled by the Trustee or surrendered to the Trustee for cancellation; (ii) Bonds for the payment or redemption of which funds or direct obligations of or obligations fully guaranteed by the United States of America in the necessary amount shall have theretofore been deposited with the Trustee (whether upon or prior to the maturity or the redemption date of such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given pursuant to Article III of the Indenture, or provision satisfactory to the Trustee shall have been made for the giving of such notice; and (iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered by the Trustee pursuant to the terms of Section 2.07 of this Indenture pertaining to replacement of Bonds.

Permitted Encumbrances: As of any particular time, (i) liens for ad valorem taxes and special assessments not then delinquent, (ii) utility, access and other easements and rights of way, mineral rights, restrictions and exceptions that an Independent engineer certifies will not interfere with or impair the use of or operations being conducted in the Project Facilities, (iii) such minor defects, irregularities, encumbrances, easements, rights of way and clouds on title as normally exist with respect to properties similar in character to the Project Facilities (including, with respect to Project Equipment, purchase money security interests and equipment leases), and as do not in the aggregate, in the opinion of Independent Counsel, materially impair the property affected thereby for the purposes for which it was acquired or is held by the College, and (iv) those additional encumbrances set forth in Exhibit C to the Loan Agreement.

Project: The acquisition, construction, improvement and equipping of two residence buildings on the College's Northfield campus: (a) an approximately 40,000 square foot building with suite-style units and 94 beds, and (b) an approximately 53,000 square foot building with dorm-style units and 138 beds; and acquisition, construction and equipping of utility infrastructure improvements to provide backup electrical generation for the Corporation's entire campus.

Project Buildings: The residence buildings which are to be acquired, constructed, furnished and equipped with the proceeds of the Bonds, including investment earnings thereon.

Project Equipment: All fixtures, equipment and other personal property of a capital nature acquired with the proceeds of the Bonds, including investment earnings thereon.

Project Facilities: The Project Site, the Project Buildings and the Project Equipment as the same may at any time exist.

Project Site: Those portions of land described on Exhibit A to the Loan Agreement which are owned by the College, and on which any Project Buildings are or will be located or otherwise improved as part of the Project.

Reference Rate: The interest rate per annum announced from time to time by Wells Fargo Bank, National Association, as its prime or reference rate, regardless of whether that interest rate is actually charged to any customer of said bank.

Trustee, Registrar, Paying Agent: Wells Fargo Bank, National Bank, Minneapolis, Minnesota.

Trust Estate: The interest of the Authority in the Loan Agreement assigned under Granting Clause I of the Indenture; the revenues, moneys, investments, contract rights, general intangibles and instruments and proceeds and products and accessions thereof as set forth in Granting Clause II of the Indenture; and additional property held by the Trustee pursuant to Granting Clause III of the Indenture.

Underwriter: Morgan Stanley & Co. Incorporated, as original purchaser of the Bonds.

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SUMMARY OF DOCUMENTS

THE LOAN AGREEMENT

The following is a summary of certain provisions of the Loan Agreement. This summary does not purport to be complete and reference is made to the full text of the Loan Agreement for a complete recital of its terms. Certain words and terms used in this summary are defined in "DEFINITIONS OF CERTAIN TERMS," Appendix IV, contained herein.

Construction of Project

The College represents that construction, acquisition and installation of the Project will be substantially completed by no later than September 1, 2010, subject only to "force majeure," as provided in the Loan Agreement. The College may apply to the Authority at any time to delete from the Project any building, system or equipment proposed to be acquired, constructed or improved as part of the Project, or to add any building, system or equipment to the Project, or both, and upon approval of the Authority, the description of the Project shall accordingly be amended by a supplement to the Loan Agreement executed by the Authority and the College, a copy of which shall be furnished to the Trustee, provided that no such amendment of the description of the Project shall be approved if the Project, as so amended, will not constitute an authorized "project" under the Act or will adversely affect the tax exempt status of interest on the Bonds and an Opinion of Counsel to such effect is furnished. The College agrees that it has previously paid or will itself pay all costs relating to the acquisition, construction, improving and equipping of the Project, including costs of issuance of the Bonds, to the extent such payments and costs exceed the proceeds of the Bonds, including investment earnings in the Construction Account.

Loan Repayments

Under the Loan Agreement, the College agrees to make Loan Repayments in amounts and at times sufficient to provide for payment in full of all principal of and interest and premium, if any, on the Bonds when due. To provide for such payments the College covenants to pay for the account of the Authority the following amounts:

(a) at least one (1) Business Day prior to each July 1 and January 1, commencing July 1, 2009, into the Bond and Interest Sinking Fund Account a sum which will be equal to the amount payable as interest on the Bonds on the next succeeding interest payment date, and, on each January 1 when principal is due whether at maturity or mandatory sinking fund redemption, the amount payable as principal on such principal payment date; provided however, that there shall be credited against such obligations (i) the net amount of funds and investments then on deposit to the credit of the Bond and Interest Sinking Fund Account; and (ii) any credits permitted by Sections 5.01, 5.02, 5.03 or 5.04 of the Indenture (relating to the transfer to the Bond and Interest Sinking Fund Account of certain investment earnings and certain excess funds); and

(b) at least one (1) Business Day prior to a date established for the optional redemption or mandatory redemption and prepayment of the Bonds, into the Redemption Account such amount, if any, as shall be necessary and sufficient to provide for the redemption of any Bonds called for redemption from the Redemption Account; and

(c) forthwith into the Bond and Interest Sinking Fund Account or Redemption Account, as appropriate, the amount of any deficiency in the event that the funds on deposit in the Bond and Interest Sinking Fund Account or Redemption Account on any Bond principal or interest payment date are for any reason insufficient to pay principal of, premium, if any, and interest on the Bonds then due or then to become due (whether at maturity, or by call for redemption, or by acceleration of maturity); and

(d) into any fund or account designated by the Trustee funds in the amount determined by the Trustee to be necessary to comply with the provisions of Section 6.09(f) of the Loan Agreement and Section 5.05 of the Indenture (relating to arbitrage rebate); and

There is reserved to the College the right to prepay all or part of the Loan and to redeem Bonds prior to their maturity in certain events as described under “THE BONDS.”

As additional payments the College agrees to pay the annual fee of the Authority, fees and expenses of the Trustee, rebate of certain excess investment earnings to the United States, and certain other expenses.

Use of Project Facilities

The College agrees to use the Project Facilities as educational facilities, in compliance with law and ordinance requirements, and not as facilities for sectarian instruction or religious worship, nor primarily in connection with a program of a school or department of divinity for any religious denomination. The College agrees not to permit use of the Project Facilities in such manner or to such an extent as would result in loss of the tax-exemption of interest on the Bonds under the Internal Revenue Code or loss of the College’s status as an exempt organization under Section 501(c)(3) of the Code.

Maintenance of Project Facilities

The College agrees that, so long as there are Bonds outstanding, the College will keep the Project Facilities in good repair and good operating condition at its own cost, making such repairs, modifications, and replacements as are necessary so that the Project will remain a “project” under the Act and interest on the Bonds will be exempt from federal income taxation. The College may lease or sublease or enter into agreements in the ordinary course of business for the use of the Project Facilities, (i) so long as the tax-exempt status of the Bonds will not be affected thereby, (ii) such lease, sublease or use agreement shall not be inconsistent with the Loan Agreement, the Indenture or the Act, and (iii) the College shall remain fully obligated under the Loan Agreement as if such lease, sublease or use agreement had not been made.

Title to Property and Liens

Except for Permitted Encumbrances, the College will not permit any liens to be established or to remain against the Project Facilities including any mechanics liens for labor or materials furnished in connection with any remodeling, additions, modifications, improvements, repairs, renewals or replacements, provided the College may in good faith contest any liens filed or established against the Project Facilities and may permit the items so contested to remain undischarged and unsatisfied during the period of such contest unless the Authority or Trustee shall notify the College that, in the opinion of independent counsel, by nonpayment of any such items the Project Facilities will be subject to loss or forfeiture, in which event the College shall promptly pay all such items.

Taxes and Other Governmental Charges

The College will pay all taxes, special assessments, license fees and governmental charges of any kind that may at any time be lawfully assessed or levied against, or with respect to the operations of the College, or the Project Facilities or any improvements, equipment or related property installed or bought by the College therein or thereon, or the Bonds, the Loan Agreement, the Indenture, or the interest of the Authority, the Trustee, or the Bondholders therein.

The College may, at its expense, in good faith contest any such taxes, assessments, license fees and other charges and may permit the taxes, assessments, license fees or other charges so contested to remain unpaid during the period of such contest and any appeal therefrom unless the Authority or the Trustee shall notify the College that, in the opinion of independent counsel, by nonpayment of any such items the Project Facilities or any part thereof, or the revenue therefrom will be subject to loss or forfeiture, in which event such items shall be paid promptly.

Insurance

The College is required to maintain, or cause to be maintained, insurance, with certain deductible amounts, as follows:

(a) Insurance against loss and/or damage to the Project Facilities and contents, under a policy or policies covering such risks as are ordinarily insured against by similar institutions, including fire and extended coverage in an amount not less than 80% of the full insurable replacement value of the Project Facilities, with a deductible amount of up to $250,000.

(b) Comprehensive general public liability insurance including blanket contractual liability and personal injury liability and automobile insurance in the minimum amount for each occurrence of $5,000,000 and aggregate for each year of $10,000,000 with a deductible amount of up to $250,000 and against liability for property damage in the minimum amount for each occurrence of $100,000.

(c) Workers' compensation insurance in such amount as is customarily carried by organizations in like activities of comparable size and liability exposure to the College, provided that the College may be self-insured with respect to all or a part of its liability for workers' compensation.

Upon the written request of the College, the Trustee (i) may permit modifications to such insurance requirements and deductible amounts, including permission for the College to be self-insured in whole or in part for any comprehensive general public liability insurance, upon such terms and conditions as the Trustee may require, and (ii) shall permit modifications to such insurance requirements and deductible amounts, including permission for self-insurance for (a) and (b) above, in accordance with the recommendation of an independent insurance consultant employed by the College and satisfactory to the Trustee.

The College is required to furnish to the Trustee policies or certificates or binders evidencing the required insurance. Each required policy shall contain a provision that the insurer will not cancel or modify the policy without giving written notice to the College and the Trustee at least thirty days before the cancellation or modification becomes effective.

Damage or Destruction

If the Project Facilities shall be damaged or partially or totally destroyed there shall be no abatement in the Loan Repayments, and to the extent that the claim for loss resulting from such damage or destruction is not greater than $1,000,000, the College will promptly repair, rebuild or restore the property damaged or destroyed with such changes, alterations and modifications (including the substitution and addition of other property) as will not impair the character or significance of the Project Facilities as educational facilities. To the extent that the claim for loss resulting from such damage or destruction exceeds $1,000,000, the College shall either repair, rebuild or restore the damaged facilities, or redeem and prepay the Bonds in whole or in part as more fully provided in the Loan Agreement.

Condemnation

If at any time before the Bonds have been fully paid (or provision for payment thereof has been made in accordance with the Indenture), title to the Project Facilities, shall be taken in any proceeding involving the exercise of the right of eminent domain, the College shall either redeem the Bonds in whole or in part or rebuild or restore such facilities, as more fully provided in the Loan Agreement.

If the Bonds are to be redeemed, the available Net Proceeds with respect to any Project Facilities which the College elects not to repair, rebuild or restore shall be used for redemption or purchase of outstanding Bonds.

Removal or Release of Project Equipment and Building Equipment

The College may remove or release Project Equipment and Building Equipment from the Project Facilities if no Default exists and upon the following conditions:

(a) the College may substitute equipment and related property for any Project Equipment and Building Equipment, provided that such substitution shall not materially impair the character or revenue producing significance or value of the Project Facilities;

(b) the College may release any equipment from the definition of Project Equipment (with or without the physical removal thereof) without substitution therefor, provided that the College pays a sum equal to the then value of such Project Equipment as determined by an Independent engineer selected by the College, to the Trustee for deposit in the Redemption Account for the redemption and prepayment of the Bonds; provided that if the depreciated book value of any item of Equipment so removed was less than $100,000, such release without substitution and such deposit to the Redemption Account may be effected without such determination of value and Certificate by an independent engineer upon such showing by the College as may be satisfactory to the Trustee; and

(c) the College may remove any Building Equipment without substitution therefor provided that such removal will not materially impair the character or revenue producing significance or value of the Project Facilities.

In connection with (a) and (b) above, if the depreciated book value of the Project Equipment or, in connection with (c) above, the depreciated book value of Building Equipment, to be substituted, removed or released equals or exceeds $100,000 the College will deliver to the Trustee a certificate signed by the Authorized Institution Representative stating that the substitution, removal, or release, as the case may be, of such equipment will not materially impair the character or revenue producing significance of the Project Facilities.

Indemnification

The College agrees to hold the Authority, its members and employees, harmless against any claim, cause of action, suit or liability for any loss or damage to property or any injury to or death of any person that may be occasioned by any cause whatsoever pertaining to the Project Facilities and the use thereof, including that caused by any negligence of the Authority or anyone acting in its behalf, provided that the indemnity shall be effective only to the extent of any loss that may be sustained by the Authority in excess of the net proceeds received by the Authority from any insurance carried with respect to the loss sustained.

The College agrees to indemnify and hold harmless the Authority against any and all losses, claims, damages or liability to which the Authority may become subject under law, and to reimburse the Authority for any out-of-pocket legal and other expenses (including reasonable counsel fees) incurred by the Authority in connection with investigating any such losses, claims, damages, or liabilities or in connection with defending any actions, insofar as the same relate to information furnished to the Authority by the College in connection with the sale of the Bonds.

College to Maintain its Existence and Accreditation

The College agrees that during the term of the Loan Agreement it will maintain its existence as a nonprofit corporation and will maintain the Institution's existence as a nonprofit institution of higher education under the laws of Minnesota, accredited as such by recognized accrediting agencies, and that it will not dissolve or otherwise dispose of all or substantially all of its assets or all or substantially all the assets of the Institution, or consolidate with or merge into another corporation, or permit one or more other corporations to consolidate with or merge into it, except upon the conditions provided in the Loan Agreement. The conditions are the following: (a) If the surviving, resulting or transferee corporation or institution, as the case may be, is other than the Institution, such surviving, resulting or transferee corporation shall assume in writing all of the obligations of the College in the Loan Agreement and shall be either a state university or college or a nonprofit corporation operating or authorized to operate an institution of higher education under the laws of Minnesota, eligible to be a participating nonprofit institution under the Act, and complies and will comply with the provisions of the Loan Agreement against unlawful discrimination and requiring that the Institution be nonsectarian; and (b) the College shall furnish to the Trustee an opinion of bond counsel that such consolidation, merger or transfer shall have no effect upon the tax-exempt nature of the interest on the Bonds under the Internal Revenue Code and regulations thereunder.

Institution to be Nonsectarian

The College agrees that the Institution will continue to be nonsectarian; will not require or forbid attendance by students or any other persons at religious worship or acceptance of any religious creed; and will not promulgate the distinctive doctrines, creeds or tenets of any particular religious sect.

Federal Income Tax Status

The College represents that it presently is and agrees that it shall take all appropriate measures to assure that it remains an organization described in Section 501(c)(3) of the Internal Revenue Code, exempt from income taxes under Section 501(a) of such Code.

Determination of Taxability

In the event a Determination of Taxability is made that interest payable on the Bonds is includable in gross income for purposes of federal income taxation under the provisions of the Internal Revenue Code and regulations thereunder as in effect at the date of issuance of the Bonds, the Bonds shall bear additional interest at the rate of two percent (2.00%) per annum from the Date of Taxability until the respective dates on which the principal of the Bonds is paid. In addition, in the event of such Determination of Taxability, the Bonds shall be subject to optional redemption, in integral multiples of $5,000, as a whole or in part on the next date for which due notice can be given or any date thereafter and the redemption price in either event shall be equal to par plus accrued interest (including additional interest from the Date of Taxability). If a Determination of Taxability should occur, any monetary damage or loss resulting from or incident thereto shall be limited to the stepped-up interest rate, as more fully set forth in the Loan Agreement.

Other Covenants

The College further agrees to comply with all applicable laws and regulations against unlawful discrimination, and not to discriminate on account of religion, race, color, creed or national origin in the use of the Project Facilities; to provide and file such financing statements and other instruments of further assurance as the Authority or the Trustee may request; to perform all obligations imposed by the Internal Revenue Code and regulations thereunder with respect to the non-arbitrage status of the Bonds; and to observe all applicable State laws and regulations, including those of the Authority and the Minnesota Office of Higher Education subject to the right of contest. The College agrees to indemnify the Authority from losses arising from certain representations made by the College regarding the absence of hazardous waste on the Project Facilities.

The Authority further agrees to comply with the applicable rebate requirements imposed under Section 148(f) of the Internal Revenue Code with respect (but only with respect) to amounts paid by the College to the Authority as the Authority's annual fee under the Loan Agreement and any income earned or imputed therefrom.

Events of Default

Following are Events of Default under Section 7.01 of the Loan Agreement:

(a) If the College shall fail to make any Loan Repayment when due and either (i) the moneys on deposit in the Bond and Interest Sinking Fund Account, Reserve Account and Redemption Account on a Bond principal or interest payment date are insufficient to pay when due principal and interest on the Bonds, or (ii) such failure shall continue for five (5) Business Days after notice from the Trustee or the Authority to the College that such payment has not been made; or

(b) If the College shall fail to comply with the provisions of Section 6.09(f) of the Loan Agreement (relating to arbitrage calculation and rebate requirements); or

(c) If the College shall fail to observe and perform for reasons other than force majeure any other covenant, condition or agreement on its part under the Loan Agreement for a period of thirty (30) days after written notice, specifying such default and requesting that it be remedied, is given to the College by the Authority or the Trustee; or

(d) If the College files a petition in voluntary bankruptcy, or for the composition of its affairs or for its corporate reorganization under any state or Federal bankruptcy or insolvency law, or makes an assignment for the benefit of creditors, or consents in writing to the appointment of a trustee or receiver for itself or for the whole or any substantial part of the property of the College; or

(e) If a court of competent jurisdiction shall enter an order, judgment or decree against the College in any insolvency, bankruptcy, or reorganization proceeding, or appointing a trustee or receiver of the College or of the whole or any substantial part of the property of the College, and such order, judgment or decree shall not be vacated or set aside or stayed within ninety days from the date of the entry thereof; or

(f) If, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the College or the College or of the whole or any substantial part of the property of the College, and such custody or control shall not be terminated within ninety days from the date of assumption of such custody or control.

The term "force majeure" as used above includes the following: acts of God; strikes, lockouts or other employee disturbances; acts of public enemies; orders, regulations or laws of any kind of the government of the United States of America or of the State of Minnesota or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accident to machinery, transmission pipes or canals; partial or entire failure of utilities; or any other cause or event not reasonably within the control of the College. The provisions of paragraph (d) above, are subject to the further limitation that if the Default can be remedied but not within a period of thirty days after notice and if the College has taken all action reasonably possible to remedy such default within such thirty-day period, the default shall not become an Event of Default for so long as the College shall diligently proceed to remedy such default and in accordance with any directions or limitations of time made by the Trustee. The College agrees, however, to use its best efforts to remedy with all reasonable dispatch any cause or causes preventing the College from carrying out its agreements.

Remedies on Default

Whenever any Event of Default shall have happened, and be subsisting, the Loan Agreement provides that any one or more of the following steps may be taken:

(a) The Trustee may declare all or any amount of Loan Repayments thereafter to become due under and payable for the remainder of the term of the Loan Agreement to be immediately due and payable, whereupon the same shall become immediately due and payable.

(b) The Trustee (or the Authority with respect to certain sections of the Loan Agreement) may take whatever action at law or in equity which may appear necessary or desirable to collect the payments then due and thereafter to become due under the Loan Agreement.

(c) The Trustee may take whatever action in law or equity which appears necessary or desirable to enforce the security provided by or enforce any provision of the Loan Agreement or the Indenture in accordance with the provisions thereof.

Any amounts collected by the Trustee pursuant to action taken under the foregoing paragraphs shall be applied first to advances and expenses, second to payment of the Bonds as provided in Section 7.04 of the Indenture and any excess to the College.

Amendments

Except as otherwise provided in the Loan Agreement or in the Indenture, subsequent to issuance of the Bonds and so long as any Bonds are outstanding, the Loan Agreement may not be amended without the prior written consent of the Trustee.

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THE INDENTURE

The following constitutes a summary of certain provisions of the Trust Indenture (the "Indenture"). This summary does not purport to be complete and reference is made to the full text of the Indenture for a complete recital of its terms. Certain words and terms used in this summary are defined in "DEFINITIONS OF CERTAIN TERMS," Appendix IV, contained herein.

Granting Clauses

Pursuant to the Indenture, the Authority grants to the Trustee, as security for the Holders of the Bonds, the following:

(a) all right, title and interest of the Authority under the Loan Agreement and all Loan Repayments and other sums due under the Loan Agreement, except the rights of the Authority to fees, expenses, indemnity and advances;

(b) a first lien on and pledge of (i) the moneys and investments in the Accounts covenanted to be paid and maintained under the Indenture, (ii) the moneys and investments in the Construction Account not paid out for Project Costs, and (iii) all accounts, contract rights, general intangibles, moneys and instruments arising therefrom or relating thereto and all proceeds and products of and accessions to any thereof; and

(c) any and all other property of every name and nature from time to time conveyed, mortgaged, assigned or transferred, or in which a security interest is granted, by the Authority or the College or by anyone in behalf of them or with their written consent, to the Trustee.

Accounts

Bond proceeds, revenues and other funds derived under the Loan Agreement or Indenture shall be deposited into accounts held by the Trustee as described in "ACCOUNTS," contained in the body of this Official Statement.

Moneys on deposit to the credit of the Accounts shall be invested by the Trustee only in investments as authorized by law from time to time which currently and generally are as follows: Direct obligations of the United States government and certain obligations issued or guaranteed by certain of its agencies; direct and general obligations of states rated at least in the rating category of "AA" or "Aa" or political subdivisions of states rated at least in the rating category of "AAA" or "Aaa"; revenue bond obligations of states and their political subdivisions insured by municipal bond insurance and rated "AAA" or "Aaa"; mutual funds or unit trusts which invest solely in the foregoing obligations of the United States government, its agencies, states and their political subdivisions or in certain repurchase agreements; constant dollar value money market funds that invest solely in the types of obligations or repurchase agreements in which the foregoing mutual funds may invest and which are rated in the highest rating category by a national credit rating agency; time deposits of insured state or national banks fully insured by the Federal Deposit Insurance Corporation; certain guaranteed investment contracts issued by a bank or insurance company rated at least in the highest two rating categories of a nationally recognized rating agency; certain types of repurchase agreements; and certain commercial paper maturing in 270 days or less. Section 5.04 of the Indenture sets forth further restrictions as to type and maturity of investments.

Trustee's Right to Payment

The Trustee shall have a first lien, with right of payment prior to payment of interest on or principal of the Bonds, for reasonable compensation, expenses, advances and counsel fees incurred in and about the execution of the trusts created by the Indenture and exercise and performance of the powers and duties of the Trustee under the Indenture, and the cost and expenses incurred in defending against any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the negligence or willful default of the Trustee).

Covenants of the Authority

Under the Indenture the Authority covenants, among other things, to perform its various undertakings and agreements; to take such action or cause and permit the Trustee to take such action as may be necessary and advisable to enforce the covenants, terms and conditions of the Loan Agreement, if such action shall, in the discretion of the Trustee, be deemed to be in the best interests of the Authority or the Bondholders; to comply with the applicable arbitrage rebate requirements under Section 148(f) of the Code and regulations thereunder; to keep proper books, accounts and records; and not to issue or permit to be issued any Bonds under the Indenture in any manner other than in accordance with the provisions of the Indenture and not to suffer or permit any default to occur under the Indenture. Under the Act, and it is expressly agreed that, the Authority has no obligation to make any advance or payment or incur any expense or liability from its general funds for performing any of the conditions, covenants or requirements of the Indenture or from any funds other than Loan Repayments or moneys in the Accounts established by the Indenture.

Events of Default

The following are Events of Default under the Indenture:

(a) If payment of the principal of any of the Bonds, when the same shall become due and payable (whether at maturity or by proceedings for redemption or by declaration of acceleration or otherwise), shall not be made; or

(b) If payment of any interest on the Bonds when the same shall become due and payable (in which case interest shall be payable to the extent permitted by law on any overdue installments of interest, in each case at the interest rate borne by the Bonds in respect of which such interest is overdue) shall not be made; or

(c) If the Authority shall default in the due and punctual performance of any of the covenants, conditions, agreements and provisions contained in the Bonds or in the Indenture, or in any supplemental indenture on the part of the Authority to be performed, and such default shall have continued for a period of sixty days after written notice, specifying such default and requiring the same to be remedied, shall have been given to the Authority and to the College (giving the College the privilege of curing such default in the name of the Authority, if permitted by law) by the Trustee, which may give such notice in its discretion and shall give such notice upon written request of the Holders of not less than a majority in principal amount of the Bonds then outstanding; or

(d) If any “event of default” on the part of the College, as that term is defined in the Loan Agreement, shall occur and be continuing.

Remedies

Upon the occurrence of an Event of Default, the Trustee may, and upon written request of the Holders of a majority in aggregate principal amount of Bonds outstanding shall, by notice in writing delivered to the Authority, declare the principal of all Bonds then outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable subject, however, to the right of the Holders of a majority in aggregate principal amount of Bonds then outstanding by written notice to the Authority and to the Trustee, to annul such declaration and destroy its effect at any time if all covenants with respect to which default shall have been made shall be fully performed or made good, and all arrears of interest upon all Bonds outstanding and the reasonable expenses and charges of the Trustee, its agents and attorneys, and all other indebtedness secured by the Indenture (except the principal of any Bonds which have not then attained their stated maturity and interest accrued on such Bonds since the last interest payment date) shall be paid, or the amount thereof shall be paid to the Trustee for the benefit of those entitled thereto.

In the case of the breach of any of the covenants or conditions of the Loan Agreement or the Indenture, the Trustee, anything therein contained to the contrary notwithstanding and without any request from any Bondholder (subject, however to its rights to indemnity and notice provided in the Indenture) shall be obligated to take such action or actions for the enforcement of its rights and the rights of the Bondholders and the rights of the Authority under the Loan Agreement as due diligence, prudence and care would require and to pursue the same with like diligence, prudence and care.

Upon the happening and continuance of an Event of Default, the Trustee may, and shall upon the written request of the Holders of not less than a majority in aggregate principal amount of outstanding Bonds, proceed forthwith by suit or suits at law or in equity or by any other appropriate remedy to enforce payment of the Bonds, to enforce application to payment of the Bonds the funds, revenues and income appropriated thereto by the Indenture and by the Bonds, to enforce any such other appropriate legal or equitable remedy as the Trustee, being advised by counsel, deem most effectual to protect and enforce any of its rights or any of the rights of the Bondholders. Notwithstanding the foregoing, the Trustee need not proceed upon any such written request of the Bondholders as aforesaid, unless such Bondholders shall have offered to the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby.

Concerning the Trustee

The Trustee has no responsibility to use its own funds under the Indenture, but it may make advances at a rate equal to the Reference Rate of Wells Fargo Bank, National Association, Minneapolis, Minnesota, which advances are given priority of payment. The Trustee also has a lien with right of payment prior to payment of Bond interest or principal for reasonable compensation, expenses, advances and counsel fees. The responsibilities of the Trustee prior to an Event of Default are limited to express provisions of the Indenture, and at all times the Trustee shall not be liable unless it acts negligently or in bad faith. The Trustee is not required to institute suit or take other steps to enforce its rights and powers unless indemnified to its satisfaction against all costs and expenses. The Trustee and its officers and directors are authorized to acquire and hold Bonds and otherwise deal with the Authority or the College to the same extent as if it were not Trustee. Provision is made for the succession or replacement of the Trustee by another corporate Trustee with a minimum capital, surplus and undivided profits of $10 million in event of merger, resignation, or removal by Holders of a majority in principal amount of outstanding Bonds, or in the event of disability, by the Authority or a court. Provision is also made for removal of the Trustee by Bondholders or the Authority, at the request of the College, provided that the Authority may, but is not required to remove the Trustee with or without the request of the College if an Event of Default has occurred and is continuing or a default which with the passage of time or the giving of notice will become an Event of Default has occurred and is continuing. The Authority may not remove a successor Trustee properly appointed by the Bondholders.

Concerning the Bondholders

No Bondholder shall have any right to institute any proceeding in equity or at law for the enforcement of the Indenture or for any remedy under the Loan Agreement unless a default has occurred of which the Trustee has been notified or of which it is deemed to have notice; nor unless also such default shall have become an Event of Default and the Holders of a majority in aggregate principal amount of Bonds outstanding shall have made written request to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers granted or to institute such action, suit or proceeding in its own name; nor unless also they shall have offered to the Trustee indemnity as provided in the Indenture; and no one or more Bondholders shall have the right to affect, disturb, or prejudice the lien of the Indenture by his or their action or to enforce any right thereunder except in the manner therein provided, and that all proceedings at law or in equity shall be instituted and maintained in the manner therein provided and for the equal benefit of the Holders of all Bonds outstanding.

The Trustee upon the written request of the Holders of a majority in principal amount of the Bonds at the time outstanding shall waive any default under the Indenture and its consequences, except a default in the payment of the principal of the Bonds at the date of maturity specified therein; provided, however, that a default in the payment of interest on the Bonds shall not be waived unless, prior to such waiver, all arrears of interest, and all expenses of the Trustee shall have been paid or shall have been provided for by deposit with the Trustee of a sum sufficient to pay the same. In case of any such waiver, the Authority, the Trustee and the Holders of the Bonds shall be restored to their former positions and rights respectively. No waiver of any default or Event of Default, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Provision is made for meetings of Bondholders, proof of ownership of Bonds and execution of consents and other instruments by Bondholders.

Defeasance

If the Authority and the College shall:

(a) pay or cause to be paid the principal of, and premium, if any, and interest on the outstanding Bonds at the time and in the manner stipulated therein and in the Indenture, or

(b) provide for the payment of principal of, premium, if any, and interest on the outstanding Bonds by depositing with the Trustee at or at any time before maturity an amount either in cash or direct obligations of the United States in such aggregate face amount, bearing interest at such rates, and maturing on such dates sufficient to pay the entire amount due or to become due for principal and premium, if any, and interest to maturity of all Bonds outstanding, or

(c) deliver to the Trustee (1) proof that notice of redemption of all of the outstanding Bonds not surrendered or to be surrendered to it for cancellation has been given or waived, or that arrangements have been made insuring that such notice will be given or waived; or (2) a written instrument executed by the College for the Authority and expressed to be irrevocable, authorizing the Trustee to give such notice for and on behalf of the Authority; or (3) file with the Trustee a waiver of such notice of redemption signed by the Holders of all such outstanding Bonds, and in any case, deposit with the Trustee before the date on which such Bonds are to be redeemed, the entire amount of the redemption price, including interest accrued and to accrue, and premium, if any, either in cash or direct obligations of the United States of America in such aggregate face amount, bearing interest at such rates and maturing at such dates as shall be sufficient to provide for the payment of the redemption price on the date such Bonds are to be redeemed and on any interest payment dates, or

(d) surrender to the Trustee for cancellation all Bonds for which payment is not so provided,

and shall also pay or provide for the payment of all unpaid fees and expenses of the Trustee and the rebate of all amounts due or to become due to the United States under Section 148(f) of the Internal Revenue Code and regulations thereunder, then at the request of the Authority or the College all the Trust Estate shall revert to the Authority and the College as their interests appear, and the entire estate, right, title and interest of the Trustee, and of registered owners of Bonds in respect thereof, shall thereupon cease, determine and become void; and the Trustee in such case, upon cancellation of all Bonds for the payment of which cash or government obligations shall not have been deposited in accordance with the provisions of the Indenture, shall, upon receipt of a written request of the Authority and of a certificate of the Authority and an opinion of counsel as to compliance with conditions precedent, and at its cost and expense, execute to the Authority, or its order, proper instruments acknowledging satisfaction of the Indenture and surrender to the Authority or its order, all cash and deposited securities, if any (except that held for the payment of the Bonds), which shall then be held thereunder.

When the Authority or the College shall have deposited at any time with the Trustee in trust for the purpose, in the manner provided, or left with it if previously so deposited, cash or direct obligations of the United States of America sufficient to pay the principal of any Bonds (and premium, if any) when the same become due, either at maturity or otherwise, or at the date fixed for the redemption thereof and to pay all interest with respect thereto at the due date of such interest or to the date fixed for redemption, for the use and benefit of the Holders thereof, then upon such deposit all such Bonds shall cease to be entitled to any lien, benefit or security of the Indenture except the right to receive the funds so deposited, and such Bonds shall be deemed not to be outstanding thereunder; and from and after such redemption date or maturity, interest on such Bonds so called for redemption shall cease to accrue.

Supplemental Indentures

The Authority and the Trustee may enter into such supplemental indentures as shall by them be deemed necessary or desirable for any one or more of the following purposes, among others:

(a) to correct the description of any property conveyed or pledged by the Indenture or intended so to be, or to assign, convey, pledge or transfer and set over to the Trustee additional property for the benefit and security of the Holders and owners of all Bonds under the Indenture;

(b) to add to the covenants and agreements of the Authority or to surrender any right or power reserved to or conferred upon the Authority;

(c) to evidence the succession of any other department, agency, body or corporation to the Authority;

(d) to cure any ambiguity or to correct or supplement any defective or inconsistent provision contained in the Indenture or in any supplemental indentures or to make such other provisions in regard to matters or questions arising under the Indenture or any supplemental indenture as the Authority may deem necessary or desirable and which shall not be inconsistent with the provisions of the Indenture or any supplemental indenture and which shall not impair the security of the same; and

(e) to modify the Indenture as authorized by the Bondholders.

In addition and subject to the provisions set forth below, the Holders of not less than 51% in aggregate principal amount of the Bonds then outstanding shall have the right to consent to and approve such supplemental indentures as shall be deemed necessary or desirable by the Authority for the purpose of modifying, altering, amending, adding to or rescinding in any particular, any of the terms or provisions of the Indenture or in any supplemental indenture; provided, however, that such provision shall not be construed as permitting without the consent of the Holders of all Bonds directly or indirectly affected (a) an extension of the maturity of any Bond, or (b) a reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon, or (c) the creation of a lien upon or a pledge of revenues ranking prior to or on a parity with the lien or pledge created by the Indenture, or (d) a preference or priority of any Bond over any other, or (e) a reduction in the aggregate principal amount of the Bonds the Holders of which are required to consent to such supplemental indenture or the Loan Agreement as set forth in the Indenture.

Amendments to the Loan Agreement

The Authority and the College with the consent of the Trustee may, without the consent of or notice to any of the Bondholders, consent to and (if requested) execute any amendment, change or modification of the Loan Agreement as may be required (a) by the provisions of the Loan Agreement or Indenture, (b) for the purpose of curing any ambiguity or formal defect or omission, (c) so as to add additional rights acquired in accordance with the provisions of the Loan Agreement, or (d) in connection with any other change therein which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Holders of the Bonds.

Except for amendments, changes or modifications provided for in the preceding paragraph, neither the Authority nor the Trustee may consent to any amendment, change or modification of the Loan Agreement without the written approval or consent of the Holders of not less than 51% in aggregate principal amount of the Bonds at the time outstanding, given and procured as provided in the Indenture. However, the Indenture does not permit a reduction in, or a postponement of, the Loan Repayments under the Loan Agreement without the consent of the Holders of all the Bonds then outstanding.

Registration

The Bonds shall be fully registered as to principal and interest at the principal corporate trust office of the Trustee, which shall also perform the functions of registrar and paying agent. Bonds may be transferred and exchanged by surrender to the Trustee with a written authorization by the registered Holder or his authorized attorney satisfactory to the Trustee subject to such reasonable regulations as the Trustee may prescribe and shall be without expense to the Holder, except as to any taxes or other governmental charges required to be paid. If the Bonds are no longer in book entry form, Bonds may be exchanged for a new Bond or Bonds of the same series, aggregate principal amount, maturity and interest rate of any Authorized Denominations. Payment of principal will be at the principal corporate trust office of the Trustee and interest shall be by check or draft of the Trustee mailed (or, pursuant to an agreement with the Trustee, by wire transfer) to the registered Owner at his address as shown on the registration books of the Trustee, subject to applicable procedures while in book entry form.

THE CONTINUING DISCLOSURE AGREEMENT

The following is a summary of certain provisions of the Continuing Disclosure Agreement. This summary does not purport to be complete and reference is made to the full text of the Continuing Disclosure Agreement for a complete recital of its terms.

The College has undertaken the responsibility for continuing disclosure to bondholders as described below, and the Authority shall have no liability to the holders of the Bonds or any other person with respect to continuing disclosure.

The College has covenanted for the benefit of holders of the Bonds to provide certain financial information and operating data by not later than 270 days following the end of the College's fiscal year commencing with fiscal year ending June 30, 2009, and to provide notices of the occurrence of certain enumerated events, if material.

The Continuing Disclosure Agreement will be executed and delivered by the College, the Disclosure Agent and the Authority, for the benefit of the holders of the Bonds in order to enable the Underwriter to reasonably determine an "undertaking" has been entered into sufficient to assure compliance with the ongoing disclosure requirements of SEC Rule 15c2-12(b)(5).

Definitions

"Annual Report" means, with respect to the Reporting Party, a document or set of documents which contains (or includes by reference as provided in Section 2 of the Continuing Disclosure Agreement) financial and operating data with respect to the Reporting Party described in Exhibit "A" of the Continuing Disclosure Agreement.

"Annual Report Date" means, with respect to each Annual Report, the date so designated in Exhibit "A" to the Continuing Disclosure Agreement.

"Disclosure Representative" means, with respect to the Reporting Party, the person identified in Section 10 of the Continuing Disclosure Agreement hereof as the recipient of notices to be sent hereunder or such other person as the Reporting Party shall designate by written notice to the Trustee.

"Listed Events" shall mean any of the events listed in section 3(a) of the Continuing Disclosure Agreement.

"National Repository" shall mean, as of the date of determination, any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule.

"Participating Underwriter" shall mean Morgan Stanley & Co. Incorporated.

"Reporting Party" shall mean, subject to release as provided in Section 4 of the Continuing Disclosure Agreement the College; together with any successors or assigns as provided in the same Section 4.

"Repository" shall mean each National Repository and each State Repository, if any.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Commission under the Securities Exchange Act of 1934, as in effect on the date hereof.

"State Repository" shall mean any public or private repository or entity designated by the State of Minnesota as a state repository for the purpose of the Rule. As of the date of the Continuing Disclosure Agreement.

Provisions of Annual Report

On or before the Annual Report Date, the College shall cause the Annual Report to be delivered to the Authority, the Trustee and each Repository. To the extent included in an Annual Report, the financial statements shall be audited and prepared in accordance with generally accepted accounting principles. Each Annual Report may incorporate any information on file with each Repository or the Commission, instead of setting forth the information in the annual report. Concurrently with the delivery of the Annual Report to the Trustee, there shall be delivered a written certificate from the Reporting Party stating whether or not the Annual Report has been provided to each Repository.

If the Trustee has not received an Annual Report by January 1 of each year, commencing with January 1, 2010, together with the certification by the Reporting Party described above, the Trustee shall promptly notify the Disclosure Representative of the need to provide the Annual Report and the certification by the Annual Report Date.

Reporting of Listed Events

The Trustee shall promptly notify the Reporting Party of any of the following occurrences (each, a "Listed Event") of which it has actual knowledge; and no later than three Business Days after receiving actual notice of the occurrence of a Listed Event, the Reporting Party shall notify the Trustee in writing of the Listed Event:

(i) Principal and interest payment delinquencies;

(ii) Non-payment related defaults;

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

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties (this is not applicable to the Bonds);

(v) Substitution of credit or liquidity providers, or their failure to perform (this is not applicable to the Bonds);

(vi) Adverse tax opinions or events affecting the tax-exempt status of the security;

(vii) Modifications to rights of security holders;

(viii) The giving of notice to redeem any Bonds other than for a sinking fund redemption;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the securities (this is not applicable to the Bonds) and;

(xi) Rating changes.

No later than five Business Days after either (i) the Reporting Party has received notice from the Trustee of a Listed Event or (ii) the Reporting Party is required to give notice of a Listed Event to the Trustee, the Reporting Party shall give notice of the occurrence of the Listed Event, if material, to each Repository or MSRB.

The Trustee shall promptly give notice to each Repository or MSRB of a failure of the Reporting Party to provide the Annual Report on or before the Annual Report Date.

Termination of Reporting Obligation

The Reporting Party's obligations under the Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

Amendment

Notwithstanding any other provision of the Continuing Disclosure Agreement, the Reporting Party and the Trustee may amend any provision of the Continuing Disclosure Agreement (and the Trustee shall agree to any amendment so requested by the Reporting Party so long as, in the judgment of the Trustee, its burdens or liabilities are not increased thereby), subject to the following conditions:

(a) the amendment is in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the Reporting Party or type of business conducted;

(b) the Continuing Disclosure Agreement, after giving effect to the amendments, would have complied with the requirements of the Rule as of the date of the Official Statement, after taking into account any subsequent amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the Trustee either determines, in its discretion, that the amendment does not materially impair the interest of the Holders of the Bonds or obtains the consent of Holders of at least 51% in aggregate principal amount of the Bonds then outstanding.

In addition, any Annual Report containing amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information.

Alternate Filing Methods

As an alternative to filing with each Repository, any filing under the Continuing Disclosure Agreement may be made by transmitting such filing using alternatives as described in the Continuing Disclosure Agreement

Additional Information

Nothing in the Continuing Disclosure Agreement shall be deemed to prevent the Reporting Party from disseminating any other information, using the means of dissemination set forth in the Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by the Continuing Disclosure Agreement.

Default

In the event of a failure of the Reporting Party to provide a timely Annual Report or to report the occurrence of a Listed Event, the Trustee or any Holder of Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Reporting Party to provide the reports. In the event of a failure of the \Reporting Party to comply with provisions (with regard to the Annual Report and Reporting of Listed Events) or a challenge to the adequacy of any report, the Trustee may (and, at the request the Holders of at least 51% of the aggregate principal amount of Bonds then outstanding, shall) take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Reporting Party to comply with its obligations under the Continuing Disclosure Agreement.

Beneficiaries

This Agreement shall inure solely to the benefit of the parties hereto, the Participating Underwriter and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

APPENDIX VI

THE DEPOSITORY TRUST COMPANY

The Depository Trust Company ("DTC") is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for securities that its 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 securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust and Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as 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"). 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 and www.dtc.org.

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

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

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority or Bond Registrar 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).

Payment of principal, interest, and redemption premium, if any, on the Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the Authority or its agent 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 Bond Registrar, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest, and redemption premium, if any, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Bond Registrar, Authority, or the Authority's agent. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

The Authority, at the College's direction, 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 information in this section concerning DTC and DTC's book entry system has been obtained from DTC, which is solely responsible for such information. The Authority, the College and the Underwriter take no responsibility for the accuracy thereof.

CARLETON COLLEGE
FINANCIAL STATEMENTS

YEARS ENDED JUNE 30, 2008 AND 2007

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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Carleton College
Northfield, Minnesota

We have audited the accompanying balance sheets of Carleton College (the College) as of June 30, 2008 and 2007, and the related statements of activities and changes in net assets, and cash flows for the years then ended. These financial statements are the responsibility of the College's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Carleton College as of June 30, 2008 and 2007, and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Larson Allen LLP

LarsonAllen LLP

Minneapolis, Minnesota
September 16, 2008

CARLETON COLLEGE
BALANCE SHEETS
JUNE 30, 2008 AND 2007

	2008	2007
ASSETS		
Cash and Cash Equivalents	$ 5,668,953	$ 9,694,537
Receivables, Net:		
Pledges	29,331,455	25,594,263
Government	877,319	694,935
Other	1,216,607	688,009
Inventories, Prepaid Expenses, and Deferred Charges	1,955,856	2,458,749
Loans to Students	7,271,011	7,403,266
Deposits with Bond Trustee	71,042	197,657
Securities Lending Collateral	-	62,736,636
Trusts Held by Others	9,769,141	11,507,697
Investments	742,296,714	761,229,650
Property, Plant, and Equipment, Net of Depreciation	117,839,330	114,486,487
Total Assets	$ 916,297,428	$ 996,691,886
LIABILITIES AND NET ASSETS		
Liabilities:		
Accounts Payable	$ 4,861,379	$ 2,883,773
Accrued Expenses	5,894,073	5,899,413
Securities Lending Collateral Payable	-	62,736,636
Deferred Income and Deposits	8,304,233	10,786,386
Annuities Payable	25,578,738	28,598,625
Asset Retirement Obligation	2,240,797	2,141,619
Bonds Payable, Net	64,340,000	65,257,152
Refundable Government Grants for Student Loans	5,549,484	5,651,041
Total Liabilities	116,768,704	183,954,645
Net Assets:		
Unrestricted:		
Operations	4,394,580	2,304,175
Student Loan Funds	3,427,460	3,511,952
Net Investment in Plant	57,238,088	52,385,039
Appreciation on Endowments	352,616,264	411,753,181
Funds Functioning as Endowment	88,909,999	76,057,761
Total Unrestricted Net Assets	506,586,391	546,012,108
Temporarily Restricted:		
Operations	22,716,409	28,012,792
Plant Funds	8,087,903	4,502,334
Appreciation on True Endowments	65,363,985	37,907,390
Funds Functioning as Endowments	15,680,313	20,364,493
Split Interest Funds	21,143,052	19,945,705
Total Temporarily Restricted Net Assets	132,991,662	110,732,714
Permanently Restricted:		
True Endowments	147,940,862	141,501,618
Split Interest Funds	12,009,809	14,490,801
Total Permanently Restricted Net Assets	159,950,671	155,992,419
Total Net Assets	799,528,724	812,737,241
Total Liabilities and Net Assets	$ 916,297,428	$ 996,691,886

See accompanying Notes to Financial Statements.

CARLETON COLLEGE
STATEMENTS OF ACTIVITIES AND CHANGE IN NET ASSETS
YEARS ENDED JUNE 30, 2008 AND 2007

	2008				2007			
	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals	Unrestricted	Temporarily Restricted	Permanently Restricted	Totals
REVENUES AND OTHER ADDITIONS								
Tuition and Fees	$ 72,549,128	$ -	$ -	$ 72,549,128	$ 67,206,367	$ -	$ -	$ 67,206,367
Room and Board	14,505,864	-	-	14,505,864	13,185,561	-	-	13,185,561
Scholarships	(24,335,148)	-	-	(24,335,148)	(23,294,991)	-	-	(23,294,991)
Net Student Fees	62,719,844	-	-	62,719,844	57,096,937	-	-	57,096,937
Private Gifts and Pledges	17,389,905	6,039,485	4,997,314	28,426,704	12,128,892	11,304,961	6,210,310	29,644,163
Government Reimbursements	688,710	-	-	688,710	790,274	-	-	790,274
Interest and Dividends	2,824,316	5,848,760	-	8,673,076	3,171,811	7,117,311	-	10,289,122
Net Realized Gain	67,525,139	13,992,136	-	81,517,275	9,498,775	24,661,581	-	34,160,356
Net Unrealized Gain (Loss)	(76,428,911)	(22,395,662)	-	(98,824,573)	22,710,485	51,554,241	-	74,264,726
Net Change in Split Interest	-	4,412,353	(2,480,992)	1,931,361	-	(2,950,990)	(1,320,833)	(4,271,823)
Bookstore, Rents, and Other	4,516,419	-	-	4,516,419	5,285,492	-	-	5,285,492
Subtotal Revenue	79,235,422	7,897,072	2,516,322	89,648,816	110,682,666	91,687,104	4,889,477	207,259,247
Fund Transfers	(48,377,446)	46,935,516	1,441,930	-	51,468,455	(54,441,938)	2,973,483	-
Net Assets Released from Restrictions	32,573,640	(32,573,640)	-	-	26,943,907	(26,943,907)	-	-
Total Revenues and Other Additions	63,431,616	22,258,948	3,958,252	89,648,816	189,095,028	10,301,259	7,862,960	207,259,247
EXPENSES								
Instruction	43,501,642	-	-	43,501,642	41,393,214	-	-	41,393,214
Academic Support:								
Library	5,221,228	-	-	5,221,228	5,110,149	-	-	5,110,149
Other	7,003,850	-	-	7,003,850	5,955,798	-	-	5,955,798
Student Services	14,014,511	-	-	14,014,511	13,301,265	-	-	13,301,265
Institutional Support:								
Administration	4,855,002	-	-	4,855,002	4,713,025	-	-	4,713,025
External Relations	4,251,572	-	-	4,251,572	3,991,372	-	-	3,991,372
Fund Raising	4,953,416	-	-	4,953,416	4,880,167	-	-	4,880,167
General	5,236,104	-	-	5,236,104	4,873,421	-	-	4,873,421
Auxiliary Enterprises	13,820,008	-	-	13,820,008	14,279,395	-	-	14,279,395
Total Expenses	102,857,333	-	-	102,857,333	98,497,806	-	-	98,497,806
CHANGE IN NET ASSETS	(39,425,717)	22,258,948	3,958,252	(13,208,517)	90,597,222	10,301,259	7,862,960	108,761,441
Net Assets - Beginning of Year	546,012,108	110,732,714	155,992,419	812,737,241	455,414,886	100,431,455	148,129,459	703,975,800
NET ASSETS - END OF YEAR	$ 506,586,391	$132,991,662	$159,950,671	$ 799,528,724	$ 546,012,108	$110,732,714	$155,992,419	$ 812,737,241

See accompanying Notes to Financial Statements.

CARLETON COLLEGE
STATEMENTS OF CASH FLOWS
YEARS ENDED JUNE 30, 2008 AND 2007

	2008	2007
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ (13,208,517)	$ 108,761,441
Adjustments to Reconcile Change in Net Assets to		
Net Cash Used by Operating Activities:		
Depreciation and Amortization	7,189,639	7,112,615
Net Realized and Unrealized (Gain) Loss on Investments	17,307,298	(108,425,082)
Private Gifts for Long-Term Investments	(12,400,285)	(12,330,425)
Change in Value of Annuities	396,505	5,669,484
Change in Value of Trusts Held by Others	1,738,556	(1,001,242)
Change in Value of Interest Rate Swaps	1,293,995	155,382
Loss on Disposal of Property, Plant and Equipment	252,699	155,823
Noncash Donations of Property, Plant and Equipment	(75,000)	(159,500)
Change in Unamortized Bond Discount	272,848	238,298
Changes in Operating Assets and Liabilities:		
Receivable, Net - Pledges	(3,737,192)	(1,868,597)
Receivable, Net - Government	(182,384)	(98,090)
Receivable, Net - Other	(528,598)	24,651
Inventories, Prepaid Expenses, and Deferred Charges	(791,102)	434,069
Loans to Students	132,255	(244,998)
Accounts Payable	1,977,606	609,379
Accrued Expenses	(5,340)	275,774
Deferred Income and Deposits	(2,482,153)	(2,851,570)
Refundable Government Grants for Student Loans	(101,557)	30,666
Net Cash Used by Operating Activities	(2,950,727)	(3,511,922)
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Investments	(160,684,705)	(192,284,880)
Proceeds from Sale of Investments	162,310,343	189,312,183
Acquisition of Property, Plant, and Equipment	(10,621,003)	(4,797,686)
Net Cash Used by Investing Activities	(8,995,365)	(7,770,383)
CASH FLOWS FROM FINANCING ACTIVITIES		
Changes in Deposits with Bond Trustee	126,615	1,143,287
Proceeds from Private Gifts for Long-Term Investment	12,400,285	12,330,425
Payments to Annuitants	(3,416,392)	(3,306,440)
Principal Payments	(1,190,000)	(2,320,000)
Net Cash Provided by Financing Activities	7,920,508	7,847,272
NET DECREASE IN CASH AND CASH EQUIVALENTS	(4,025,584)	(3,435,033)
Cash and Cash Equivalent - Beginning of Year	9,694,537	13,129,570
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 5,668,953	$ 9,694,537
SUPPLEMENTAL INFORMATION		
Cash Paid for Interest	$ 2,568,799	$ 2,778,546
Fixed Assets in Accounts Payable	$ 2,294,454	$ 211,333

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Founded in 1866, Carleton College is a co-educational, residential liberal arts college, located in Northfield, Minnesota. Carleton attracts a diverse student body and a distinguished faculty whose priority is teaching with a commitment to the liberal arts. Carleton is a national college enrolling approximately 1,900 students drawn from 49 states and 45 different countries. Carleton offers a four-year baccalaureate degree in 36 majors preparing its graduates for leadership positions in their communities, countries and the world.

Accrual Basis

The financial statements of Carleton College (the "College") have been prepared on the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America.

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, net assets of the College and changes therein are classified and reported as unrestricted, temporarily restricted, or permanently restricted. Further explanation is as follows:

Unrestricted – Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the board of trustees.

Temporarily Restricted – Net assets whose use by the College is subject to donor-imposed stipulations that can be fulfilled by actions of the College pursuant to those stipulations or that expire by the passage of time.

Permanently Restricted – Net assets subject to donor-imposed stipulations that they be maintained permanently by the College. Generally, the donors of these assets permit the College to use all of, or part of, the income earned on related investments for general or specific purposes.

Revenues are reported as increases in unrestricted net assets unless use of the revenue is restricted by donor-imposed restrictions. Expenses are reported as decreases in unrestricted net assets. Gains and losses on investment and other assets or liabilities are reported as increases or decreases in unrestricted net assets unless their use is restricted by explicit donor stipulation.

Temporarily restricted net assets for which donor-imposed restrictions are met in the current period are reclassified to unrestricted net assets and reported as net assets released from restrictions.

Periodically donor restrictions related to net assets may be clarified or changed, such changes are reflected as fund transfers at the time they are identified.

Contributions, including unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Basis of Presentation (Continued)

March 2007, the College received a conditional promise to give $1.5 million as permanent endowment if it is matched on a one-to-one basis within four years. As of June 30, 2008, $612,507 of matching gifts have been designated for this match.

Contributions of assets other than cash are recorded at their estimated fair value. Contributions to be received after one year are discounted at an appropriate discount rate commensurate with the risks involved. Amortization of discounts is recorded as additional contribution revenue in accordance with donor-imposed restrictions, if any, on the contributions. An allowance for uncollectible contributions receivable is provided based upon management's judgment including such factors as prior collection history, type of contribution and nature of fundraising activity. For the years ended June 30, 2008 and 2007, all contributions receivable were considered collectible and no allowance has been recorded.

Cash and Cash Equivalents

Cash and cash equivalents include interest-bearing money market accounts and short-term investments with an original maturity of less than three months. The amounts on hand may at times exceed federally insured limits.

Receivables

Receivables are stated at net realizable value. The College has a long tradition of successful collection. Based on management's experience and analysis of individual accounts past due, an allowance for uncollectibility was established of $130,050 and $-0- for the years ended June 30, 2008 and 2007, respectively. The need for an allowance is evaluated annually.

Investments

Investments in publicly traded securities are stated at quoted market value. The value of limited partnership investments are provided by external investment managers. Changes in quoted market value are recorded as unrealized gains or losses in the period of change.

Endowment and board-designated funds are invested on the basis of a total return policy to provide income and to realize appreciation in investment values. Under this policy, a portion of realized and unrealized gains accumulated, in addition to accumulated net investment income, are used to support operations. Any such gains used to support operations are utilized in accordance with the same restrictions, if any, imposed by donors on the use of income earned by the endowment and similar funds.

Property, Plant and Equipment

Property, plant and equipment are stated at cost less accumulated depreciation. Depreciation is computed on the straight-line method over the estimated useful lives of the assets (3 to 40 years). Expenditures for new construction, interest on construction, major renewals and replacements and equipment costing over $10,000 are capitalized. The capitalized interest is recorded as part of the assets to which it relates and is amortized over the assets' estimated useful life.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Inventories

Inventories consist primarily of print center supplies, bookstore books and merchandise as well as steam plant fuel oil reserves and are stated at the lower of cost, determined by the first-in, first-out method, or market.

Deferred Income and Deposits

The College records cash received for future services as deferred revenue. This revenue is recognized when services are provided. At June 30, 2008 and 2007, deferred revenue consists primarily of unearned tuition and student deposits.

Refundable Government Grants for Student Loans

Funds provided by the United States Government under the Federal Perkins Loan program are loaned to qualified student and may be reloaned after collection. If the College were to terminate the Federal Perkins Loan Program, these funds would be refundable to the government and, therefore, are included in other long-term liabilities.

Split-Interest Agreements

Annuities payable represent the College's liability under annuity contracts with donors. Specific contract terms vary by donor. The liability is established at the time of the contribution using life expectancy actuarial tables and discount rates and is revalued annually. Actual gains and losses resulting from the annual revaluation of annuity obligations are reflected as temporarily or permanently restricted, consistent with the method used to initially record the contributions. The basis used to recognize the asset is fair value.

For those irrevocable charitable remainder trusts for which the College does not serve as trustee, the College records its beneficial interest in those assets as contribution revenue and funds held in trust by others at the present value of the expected future cash inflows. Such trusts are recorded at the date the College has been notified of the trust's existence and sufficient information regarding the trust has been accumulated to form the basis for an accrual. Changes in the value of these assets related to the amortization of the discount or revisions in the income beneficiary's life expectancy are recorded as a financial capital gains or losses of either temporarily or permanently restricted net assets. The value of the College's interest in these trusts are included in trusts held by others on the balance sheet.

The College is also the beneficiary of certain perpetual trusts held and administered by others. The present value of the estimated future cash receipts from the trust are recognized as contribution revenue and funds held in trust by others at the date the College is notified of the establishment of the trust and sufficient information regarding the trust has been obtained by the College. Annual distributions from the trusts are recorded as investment income in the period they are received. Changes in fair value of the trusts are recorded as financial capital gains or losses of permanently restricted net assets. The value of the College's interest in the trusts are included in trusts held by others on the balance sheet.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Asset Retirement Obligation

In Accordance with FASB Interpretation No. 47, *Accounting for Conditional Asset Retirement Obligations* (FIN 47), the College has estimated the cost of potential obligations to remove asbestos. The College used a future value rate assumption of 3% and a present value risk-free rate of 5% to determine the potential liability. Conditional asset retirement obligations included within liabilities in the balance sheet of June 30, 2008 and 2007, were $2,240,797 and $2,141,619, respectively.

Income Taxes

The College qualifies as a tax-exempt nonprofit organization under Section 501(c)(3) of the Internal Revenue Code and similar statutes of Minnesota law. The College is subject to federal income tax only on net unrelated business income under the provisions of Section 501(c)(3) of the Internal Revenue Code. The College has no obligation for unrelated business income tax. Accordingly, no provisions for federal or state income taxes are required.

Effective July 1, 2007, the College adopted FASB Interpretation No. 48 (FIN 48), *Accounting for Uncertainty in Income Taxes*, an interpretation of FAS No. 109, *Accounting for Income Taxes*. No adjustments to the financial statements were required as a result of the implementation of FIN 48. The College has no current obligation for unrelated business income tax.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Investments are exposed to various risks such as interest rate, market and credit risks. Due to the level of risk associated with certain investments, it is at least reasonably possible that changes in the values will occur in the near term and that such changes could materially affect the financial statements.

Functional Expenses

Expenses are directly coded to programs or support services whenever possible. Expenses which are not directly identifiable by program or support service are allocated based on the best estimates of management.

Advertising Expense

Advertising expense is expensed as incurred. Advertising expense for the years ended June 30, 2008 and 2007 was $118,890 and $98,519, respectively.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Reclassifications

Certain amounts for the year ended June 30, 2007, have been reclassified to conform with the presentation of the June 30, 2008 amounts. The reclassifications have no effect on net assets for the year ended June 30, 2007.

NOTE 2 INVESTMENTS

The investments include funds traditionally considered the endowment of the College as well as assets of deferred gifts, funds designated for debt service and funds temporarily restricted for building projects.

Allocations at market value are as follows:

	2008	2007
Permanent Endowment	$ 143,811,468	$ 137,781,624
Gains Related to Permanent Endowment	305,049,681	312,548,763
Funds Functioning as Endowment	86,030,309	76,057,761
Gains Related to Funds Functioning as Endowment	112,930,345	137,111,820
Total Endowment	647,821,803	663,499,968
Operating Funds	35,685,196	37,909,187
Split-Interest Agreements	54,487,949	51,527,434
Other Invested Assets	4,301,766	8,293,061
Total Investments	$ 742,296,714	$ 761,229,650

The assets of the investments for the years ended June 30, 2008 and 2007 include:

	2008		2007	
	Cost	Market Value	Cost	Market Value
Cash and Short-Term Investments	$ 34,981,585	$ 34,982,722	$ 9,477,109	$ 9,477,109
Bonds	24,510,534	34,072,833	81,378,962	80,504,314
Marketable Equity Securities	272,648,128	302,041,870	241,841,145	349,057,042
Private Capital and Marketable Alternatives	290,500,974	307,423,904	220,866,410	255,826,319
Split Interest Agreements and Other	61,209,596	63,775,385	53,123,784	66,364,866
Total	$ 683,850,817	$ 742,296,714	$ 606,687,410	$ 761,229,650

The College pools most of its investments in a unitized account similar to an open-ended mutual fund. Funds added or withdrawn from the pool are recorded at their share of the market value per share at the beginning of the calendar quarter within which the transaction takes place. The endowment value per share was $15.9715 and $16.7141 as of June 30, 2008 and 2007, respectively.

The College utilized a “total return” approach to managing the investment pool. This emphasizes total return, which consists of current yield (primarily interest and dividends) as well as the net appreciation in the market value of pooled investments.

NOTE 2 INVESTMENTS (CONTINUED)

The College has established an endowment spending policy used to determine an annual spending dividend. The dividend per share was $0.7055 and $0.6751 as of June 30, 2008 and 2007, respectively.

The majority of private capital investments are carried at the estimated fair value provided by the general partners of these investment partnerships or funds as of March 31, 2008 and 2007, adjusted for cash and securities distributions as well as capital calls. The College believes that the carrying amount of its private capital investments is a reasonable estimate of fair value as of June 30, 2008 and 2007. Because private capital investments are not publicly traded and are expected to be held for several years, the estimated value is subject to uncertainty.

At June 30, 2008 and 2007, the College had outstanding commitments of $129,589,828 and $83,522,285, respectively, to private capital investments that have not yet been drawn down by the general partners of these funds. Typically, committed capital is drawn down and invested over a several year period. In the past, draw downs on outstanding commitments have been funded by distributions from the private capital portfolio.

At June 30, 2008 and 2007, the College had $11,939,657 and $6,868,858, respectively, invested with hedge fund investments which utilized side pockets within their portfolio of investments. Side pockets are segregated accounts used by hedge funds to hold illiquid investments.

In 2005, the College began participating in a securities lending program that is designed to enhance return on certain asset holdings. The minimum collateral the College requires by contract on this program is 102% of the market value of the security loaned. During 2006, the College received cash and U.S. government debt as collateral on deposit for securities loaned to brokers and dealers. Due to market volatility, this program was temporarily suspended during 2008, the College held no position at June 30, 2008 and $62,736,636, at June 30, 2007. Collateral is presented as an asset and related liability on the Balance Sheet. All rights to this collateral, of a secured party under applicable law, are available to the College in the case of a borrower's failure to deliver securities for any reason in the time specified by the applicable securities loan agreement. There were no securities temporarily on loan as of June 30, 2008, as of June 30, 2007, $61,131,370 was included in the investments of the College at estimated fair market values.

The College holds mortgages on residences of eligible faculty and staff members that amounted to $1,146,250 and $1,332,797 as of June 30, 2008 and 2007, respectively. The average interest rate on the mortgages for the years ended June 30, 2008 and 2007 was 5.13% and 5.20%, respectively.

Investment expense totaled $3,509,148 and $2,842,307 for the years ended June 30, 2008 and 2007, respectively, and is netted with investment income.

NOTE 3 PROPERTY, PLANT, AND EQUIPMENT

Property, plant, and equipment as of June 30, 2008 and 2007 are as follows:

	2008	2007
Land and Real Estate Improvements	$ 3,327,478	$ 3,327,478
Buildings	146,920,164	146,475,869
Equipment and Books	73,441,053	71,726,991
Construction in Progress	7,076,687	310,143
	230,765,382	221,840,481
Less: Accumulated Depreciation	(112,926,052)	(107,353,994)
Total	$ 117,839,330	$ 114,486,487

The College has capitalized collections received of $75,000 and $159,500 for the years ended June 30, 2008 and 2007, respectively. These collection items are valued at fair market value at the date of donation and are not depreciated.

NOTE 4 BONDS PAYABLE

Bonds payable at June 30, 2008 and 2007 are as follows:

	2008	2007
Minnesota Higher Education Facilities Authority (MHEFA):		
Variable and Fixed Rate Demand Revenue Bonds Series 3L1 and 3L2	$ 10,300,000	$ 10,300,000
Revenue Bonds Series 4N	-	1,055,000
Revenue Bonds Series 5G	23,000,000	23,000,000
Revenue Bonds Series 6D	31,040,000	31,175,000
	64,340,000	65,530,000
Less: Unamortized Discount	-	(272,848)
Total	$ 64,340,000	$ 65,257,152

On October 1, 1992, the Minnesota Higher Education Facilities Authority (MHEFA) issued Series 3-L2 Variable Rate Demand Revenue Bonds (the "Bonds") in the amount of $10,300,000 for the College. The Bonds mature November 1, 2012. The interest rate on the Bonds ranged from 1.48% to 3.58% during the fiscal year 2008 with an average rate of 2.77% for the year. Proceeds from the Bonds were used to finance academic building improvements.

On June 1, 1997, the Minnesota Higher Education Facilities Authority (MHEFA) issued Series 4-N Fixed Rate Revenue Bonds (the "Bonds") in the amount of $24,440,000 for the College. The Bonds matured October 31, 2007. The interest rate on the Bonds ranged from 5.00% to 5.50%. Proceeds from the Bonds were used to finance a new recreation center and other academic building improvements.

NOTE 4 BONDS PAYABLE (CONTINUED)

On June 8, 2000, the Minnesota Higher Education Facilities Authority (MHEFA) issued Series 5-G Variable Rate Demand Revenue Bonds (the "Bonds") in the amount of $23,000,000 for the College. The Bonds mature June 30, 2030. The interest rate on the Bonds ranged from 1.48% to 3.58% during the fiscal year 2008 with an average rate of 2.77% for the year. Proceeds from the Bonds were used to finance a new language and dining center; and for student resident housing improvements.

On April 1, 2005, Minnesota Higher Education Facilities Authority (MHEFA) issued Series 6-D Variable Rate Demand Revenue Bonds (the "Bonds") in the amount of $31,460,000 for the College. The Bonds mature April 1, 2035. The interest rate on the Bonds ranged from 1.40% to 3.70% during the fiscal year 2008 with an average rate of 2.80% for the year. Annual principal payments gradually increase to $1,060,000 annually. Proceeds of approximately $28,000,000 were used to retire the Series 3-L1 and retire identified Series 4-N bonds upon maturity. The remaining proceeds were used to finance new student housing and real estate acquisitions near the College campus for purposes related to the educational mission of the College.

The agreements contain various covenants regarding submission of financial statements and budgets, additional debt, maintaining a positive change in unrestricted net assets, adjusted for certain items, for at least two of the preceding three fiscal years, and meeting certain debt coverage financial ratios.

The maturities of debt in each of the five years subsequent to June 30, 2008 are as follows:

Year	Amount
2009	$ 1,260,000
2010	1,315,000
2011	1,375,000
2012	1,435,000
2013	12,865,000
Thereafter	46,090,000
Total	$ 64,340,000

Effective for ten years commencing on July 1, 1998 and October 1, 1998, the College entered into two interest rate swap agreements with Wells Fargo Bank Minnesota (the "Bank") under which the College makes payment to the Bank whenever the floating PSA Municipal Swap Index (the "Index") lies below the agreed-upon fixed interest rate and the Bank pays the College if ever the Index lies ahead the fixed rate. The notional amount of each agreement is $5,150,000, corresponding, in total, to the $10,300,000 outstanding MHEFA Series 3L-2 variable rate bonds. Fixed rates are 4.47% and 4.12%, respectively. At June 30, 2008 and 2007, the fair value of swap agreement liability was $49,282 and $74,974, respectively.

NOTE 4 BONDS PAYABLE (CONTINUED)

On March 31, 2005, the College entered into an interest rate swap agreement with Morgan Stanley Capital Services Inc. effective April 13, 2005, terminating April 1, 2022, under which the College makes payment to Morgan Stanley whenever the floating BMA rate (effective until November 1, 2007) or floating rate 68% of USD-LIBOR-BBA (effective November 1, 2007 until termination) lies below the agreed-upon fixed interest rate of 3.53% and Morgan Stanley pays the College if the floating lies above the fixed rate. The notional amount of the agreement, $31,460,000 corresponds to the original amount of MHEFA Series 6D variable rate bonds. At June 30, 2008 and 2007, the fair value of swap agreement (liability)/asset was $(964,545) and $377,230, respectively.

NOTE 5 RETIREMENT PLAN

Retirement benefits for substantially all full-time nonunion employees are individually funded and vested under a defined contribution program with the Teachers Insurance and Annuity Association and the College Retirement Equities Fund (TIAA and CREF). Under this agreement, the College and plan participants contribute to individual employee TIAA-CREF retirement accounts which fund individual retirement benefits.

Expenses for the College's share of the contributions were $4,845,688 and $4,668,416 in 2008 and 2007, respectively.

In January 2007, two voluntary employee benefit association (VEBA) trusts were established. The Employer Contribution VEBA Trust (funded soleby by employer pre-tax contributions) and Employee After-Tax-Contributions VEBA Trust (funded solely by employee after tax contributions)were established to provide eligible retired employees and their eligible spouses and dependents with access to certain insured and/or self-insured health benefits. The trusts are exempt from taxation to the extent permitted under section 501(c)(9) and 512 of the Internal Revenue Code of 1986.

The College contributed $190,508 and $96,499 to the Employer Contribution VEBA Trust during the fiscal years ending June 30, 2008 and 2007, respectively. There is no future payment liability associated with this plan.

NOTE 6 PLEDGES RECEIVABLE

Unconditional promises to give are included in the financial statements as pledges receivable and revenue in the appropriate net asset category.

Pledges receivable are summarized as follows at June 30, 2008 and 2007:

	2008	2007
Unconditional Promises Expected to be Collected in:		
Less than One Year	$ 17,533,501	$ 4,452,052
One Year to Five Years	12,238,334	22,769,783
Over Five Years	1,120,503	1,146,850
Gross Pledges Receivable	30,892,338	28,368,685
Less: Present Value Discount	(1,560,883)	(2,774,422)
Pledges Receivable, Net	$ 29,331,455	$ 25,594,263

Pledges receivable from Board members and employees totaled $19,966,365 and $20,995,136 at June 30, 2008 and 2007, respectively.

At June 30, 2008, approximately 38% of the pledges receivable balance was attributed to three contributors. At June 30, 2007, approximately 31% of the pledges receivable balance was attributed to two contributors.

NOTE 7 FAIR VALUE OF FINANCIAL INSTRUMENTS

The carrying amounts of cash and cash equivalents and pledges receivable approximate fair value because of the short maturity of these financial instruments. The carrying values of investments, which are the fair value, are based upon values provided by an external investment manager or quoted market values.

Student loans receivable consist primarily of loans made to students under U.S. government loan programs. The loans are stated at net realizable value in the accompanying statements. It is not practicable to estimate the fair value of these receivables since they contain federally-mandated interest rates and repayment terms subject to significant restrictions as to their transfer and disposition.

The carrying amount of bonds payable approximates fair value because these financial instruments bear interest at rates which approximate current market rates for bonds with similar maturities and credit quality.

NOTE 8 COMMITMENTS AND CONTINGENCIES

The College is involved in various legal actions arising in the normal course of activities and is subject to periodic audits and inquiries by various regulatory agencies. Although the ultimate outcome of such matters is not determinable at this time, management believes that the resolution of these pending matters will not have a materially adverse effect on the College's financial statements.

During the year the College entered into various contracts for construction services. As of June 30, 2008, the remaining commitment on these contracts totaled approximately $3,330,699.

Subsequent to June 30, 2008, the College entered into additional contracts related to the construction of new residence hall buildings and the design for the Arts Union renovation. Final contracts regarding the residence hall construction are still pending and will be finalized in fiscal 2009. The projects will be funded with contributions and debt financing.

NOTE 9 SELF-INSURED WORKERS' COMPENSATION

The College is self insured for workers' compensation. As of June 30, 2008 and 2007, the College has recorded a liability of $250,000 and $256,258, respectively, for claims incurred but not yet reported. Stop-loss insurance has been obtained for aggregate claims in excess of $2,000,000 and $390,000 per occurrence.

NOTE 10 EXPENSES BY OBJECT

The expenses reported by function on the statement of activities and changes in net assets are summarized by object as follows:

	2008	2007
Salaries and Wages	$ 41,789,796	$ 39,696,129
Employee Benefits	14,607,771	13,756,842
Student Employment	3,388,897	3,433,367
Supplies	4,265,455	4,522,509
Equipment	6,028,977	5,512,116
Utilities and Buildings	5,784,390	5,588,960
Debt Service	2,568,799	2,920,661
Depreciation	7,090,461	7,008,242
Food Service	5,417,009	5,001,048
Travel	4,045,171	2,882,828
Other	7,870,607	8,175,104
Total	$ 102,857,333	$ 98,497,806

Other expense is comprised primarily of services, honorariums, insurance, memberships, meetings & entertainment and other miscellaneous.

INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION

Board of Trustees
Carleton College
Northfield, Minnesota

Our report on our audit of the basic financial statements of Carleton College for the year ended June 30, 2008 appears on page 1. This audit was made for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary information on pages 17 and 18 is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has not been subjected to the auditing procedures applied in our audit of the basic financial statements and, accordingly, we express no opinion on it.

Larson Allen LLP

LarsonAllen LLP

Minneapolis, Minnesota
September 16, 2008

CARLETON COLLEGE
EXPANDED BALANCE SHEET
JUNE 30, 2008
WITH SUMMARIZED TOTALS AS OF JUNE 30, 2007
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	General Operations	Physical Capital	Financial Capital	2008 Totals	2007 Totals
ASSETS					
Cash and Cash Equivalents	$ 5,668,953	$ -	$ -	$ 5,668,953	$ 9,694,537
Receivables, Net:					
Pledges	4,519,272	2,121,683	22,690,500	29,331,455	25,594,263
Government	877,319	-	-	877,319	694,935
Other	1,216,607	-	-	1,216,607	688,009
Inventories, Prepaid Expenses and Deferred Charges	1,955,856	-	-	1,955,856	2,458,749
Loans to Students	7,271,011	-	-	7,271,011	7,403,266
Deposits with Bond Trustee	-	71,042	-	71,042	197,657
Securities Lending Collateral	-	-	-	-	62,736,636
Trusts Held by Others	-	-	9,769,141	9,769,141	11,507,697
Investments	33,638,600	11,874,733	696,783,381	742,296,714	761,229,650
Property, Plant and Equipment, Net of Depreciation	-	117,839,330	-	117,839,330	114,486,487
Total Assets	$ 55,147,618	$ 131,906,788	$ 729,243,022	$ 916,297,428	$ 996,691,886
LIABILITIES AND NET ASSETS					
Liabilities:					
Accounts Payable	$ 4,861,379	$ -	$ -	$ 4,861,379	$ 2,883,773
Accrued Expenses	5,894,073	-	-	5,894,073	5,899,413
Securities Lending Collateral Payable	-	-	-	-	62,736,636
Deferred Income and Deposits	8,304,233	-	-	8,304,233	10,786,386
Annuities Payable	-	-	25,578,738	25,578,738	28,598,625
Asset Retirement Obligation	-	2,240,797	-	2,240,797	2,141,619
Bonds Payable, Net	-	64,340,000	-	64,340,000	65,257,152
Refundable Government Grants for Student Loans	5,549,484	-	-	5,549,484	5,651,041
Total Liabilities	24,609,169	66,580,797	25,578,738	116,768,704	183,954,645
Net Assets:					
Unrestricted:					
Operations	4,394,580	-	-	4,394,580	2,304,175
Student Loan Funds	3,427,460	-	-	3,427,460	3,511,952
Net Investment in Plant	-	57,238,088	-	57,238,088	52,385,039
Appreciation on Endowments	-	-	352,616,264	352,616,264	411,753,181
Funds Functioning as Endowment	-	-	88,909,999	88,909,999	76,057,761
Total Unrestricted Net Assets	7,822,040	57,238,088	441,526,263	506,586,391	546,012,108
Temporarily Restricted:					
Operations	22,716,409	-	-	22,716,409	28,012,792
Plant Funds	-	8,087,903	-	8,087,903	4,502,334
Appreciation on True Endowments	-	-	65,363,985	65,363,985	37,907,390
Funds Functioning as Endowments	-	-	15,680,313	15,680,313	20,364,493
Split Interest Funds	-	-	21,143,052	21,143,052	19,945,705
Total Temporarily Restricted Net Assets	22,716,409	8,087,903	102,187,350	132,991,662	110,732,714
Permanently Restricted:					
True Endowments	-	-	147,940,862	147,940,862	141,501,618
Split Interest Funds	-	-	12,009,809	12,009,809	14,490,801
Total Permanently Restricted Net Assets	-	-	159,950,671	159,950,671	155,992,419
Total Net Assets	30,538,449	65,325,991	703,664,284	799,528,724	812,737,241
Total Liabilities and Net Assets	$ 55,147,618	$ 131,906,788	$ 729,243,022	$ 916,297,428	$ 996,691,886

CARLETON COLLEGE
EXPANDED STATEMENT OF ACTIVITIES AND CHANGE IN NET ASSETS
YEAR ENDED JUNE 30, 2008
WITH SUMMARIZED TOTALS FOR THE YEAR ENDED JUNE 30, 2006
(SEE INDEPENDENT AUDITORS' REPORT ON SUPPLEMENTARY INFORMATION)

	General Operations		Physical Capital		Financial Capital				
	Unrestricted	Temporarily Restricted	Unrestricted	Temporarily Restricted	Unrestricted	Temporarily Restricted	Permanently Restricted	2008 Totals	2007 Totals
REVENUES AND OTHER ADDITIONS									
Tuition and Fees	$ 72,549,128	$ -	$ -	$ -	$ -	$ -	$ -	$ 72,549,128	$ 67,206,367
Room and Board	14,505,864	-	-	-	-	-	-	14,505,864	13,185,561
Scholarships	(24,335,148)	-	-	-	-	-	-	(24,335,148)	(23,294,991)
Net Student Fees	62,719,844	-	-	-	-	-	-	62,719,844	57,096,937
Private Gifts and Pledges	7,338,025	3,503,553	75,000	1,819,650	9,976,880	716,282	4,997,314	28,426,704	29,644,163
Government Reimbursements	688,710	-	-	-	-	-	-	688,710	790,274
Interest and Dividends	1,171,725	394,301	(161,787)	-	1,814,378	5,454,459	-	8,673,076	10,289,122
Net Realized Gain (Loss)	3,236,209	-	-	-	64,288,930	13,992,136	-	81,517,275	34,160,356
Net Unrealized Gain (Loss)	(3,512,266)	-	(1,292,594)	-	(71,624,051)	(22,395,662)	-	(98,824,573)	74,264,726
Net Change in Split Interest	-	-	-	-	-	4,412,353	(2,480,992)	1,931,361	(4,271,823)
Bookstore, Rents and Other	4,353,190	-	163,229	-	-	-	-	4,516,419	5,285,492
Subtotal Revenue	75,995,437	3,897,854	(1,216,152)	1,819,650	4,456,137	2,179,568	2,516,322	89,648,816	207,259,247
Fund Transfers	(9,742,094)	(4,508,752)	12,105,464	1,765,919	1,958,941	(3,021,408)	1,441,930	-	-
Investment Return Allocation	-	27,888,155	-	-	(52,699,757)	24,811,602	-	-	-
Net Assets Released from Restrictions	31,762,049	(32,573,640)	811,591	-	-	-	-	-	-
Total Revenues and Other Additions	98,015,392	(5,296,383)	11,700,903	3,585,569	(46,284,679)	23,969,762	3,958,252	89,648,816	207,259,247
EXPENSES									
Instruction	34,976,183	-	8,525,459	-	-	-	-	43,501,642	41,393,214
Academic Support:									
Library	4,434,795	-	786,433	-	-	-	-	5,221,228	5,110,149
Other	6,606,433	-	397,417	-	-	-	-	7,003,850	5,955,798
Student Services	10,185,438	-	3,829,073	-	-	-	-	14,014,511	13,301,265
Institutional Support:									
Administration	4,717,758	-	137,244	-	-	-	-	4,855,002	4,713,025
External Relations	4,233,339	-	18,233	-	-	-	-	4,251,572	3,991,372
Fund Raising	4,887,118	-	66,298	-	-	-	-	4,953,416	4,880,167
General	5,537,121	-	(301,017)	-	-	-	-	5,236,104	4,873,421
Plant Operations	12,331,111	-	(12,331,111)	-	-	-	-	-	-
Auxiliary Enterprises	8,100,183	-	5,719,825	-	-	-	-	13,820,008	14,279,395
Total Expenses	96,009,479	-	6,847,854	-	-	-	-	102,857,333	98,497,806
CHANGE IN NET ASSETS	2,005,913	(5,296,383)	4,853,049	3,585,569	(46,284,679)	23,969,762	3,958,252	(13,208,517)	108,761,441
Net Assets - Beginning of Year	5,816,127	28,012,792	52,385,039	4,502,334	487,810,942	78,217,588	155,992,419	812,737,241	703,975,800
NET ASSETS - END OF YEAR	$ 7,822,040	$ 22,716,409	$ 57,238,088	$ 8,087,903	$ 441,526,263	$ 102,187,350	$ 159,950,671	$ 799,528,724	$ 812,737,241

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