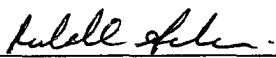


CERTIFICATE RESPECTING MASTER INDENTURE

I, Ronald C. Schurin, Executive Secretary to the Board of Trustees of the University of Connecticut (the "University"), HEREBY CERTIFY that attached hereto is a true, correct and complete copy of The University of Connecticut General Obligation Master Indenture of Trust between the University and Fleet National Bank of Connecticut, as original trustee (predecessor to State Street Bank and Trust Company and U. S. Bank National Association), as Trustee, dated as of November 1, 1995 authorized by the University Board of Trustees on November 10, 1995, as amended by the 2004 Supplemental Indenture of Trust by and between the University and the Trustee dated as of January 1, 2004, and authorized by the University Board of Trustees on September 26, 2003, and that an original of each such document is on file in the offices of the University.

IN WITNESS WHEREOF, I have hereunto set my hand as of this 12th day of April, 2007.



RONALD C. SCHURIN
Executive Secretary to the
Board of Trustees of the
University of Connecticut

ATTACHMENT I

THE UNIVERSITY OF CONNECTICUT

as Issuer

and

FLEET NATIONAL BANK OF CONNECTICUT

as Trustee

GENERAL OBLIGATION
MASTER
INDENTURE OF TRUST

Dated as of November 1, 1995

(As amended and supplemented by the 2004 Supplemental Indenture
to amend the General Obligation Master Indenture of Trust

by and between

The University of Connecticut

and

U.S. Bank National Association

(as successor to Fleet National Bank of Connecticut)

Dated as of January 1, 2004)

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MASTER INDENTURE OF TRUST

THIS MASTER INDENTURE OF TRUST (the "Indenture") is made and entered into as of November 1, 1995, by and between The University of Connecticut (the "University"), a constituent unit of the State of Connecticut system of public higher education including The University of Connecticut Health Center and pursuant to The University of Connecticut 2000 Act, constituting Public Act No. 95-230, (the "Act"), a body politic and corporate and an instrumentality and agency of the State of Connecticut, and Fleet National Bank of Connecticut, a national banking company organized, existing and authorized to accept and execute the duties and obligations of the character herein set out under and by virtue of the laws of the United States of America, with its principal office located in Hartford, Connecticut (the "Trustee"),

WITNESSETH:

WHEREAS, the Act declares the purpose of the Act is to promote the welfare and prosperity of the people of the State and the continuation and improvement of their educational opportunities by approving a special capital improvement program for the University and enabling the University to borrow money and enter into financing transactions in its own name, on behalf of the State, to expand the authority of the University to construct projects and to assure a State commitment to support the financing of the acquisition, construction, reconstruction, improvement and equipping of facilities, structures and related systems for the benefit of the educational and economic development needs of the State and the University, all to the public benefit and good, and the exercise of the powers

WHEREAS, the Act provides that the term "project" as used therein means any structure designed for use as a dormitory or other housing facility, dining facility, student union, academic building, administrative facility, library, classroom, building, research facility, faculty facility, office facility, athletic facility, health care facility, laboratory, maintenance, storage or utility facility or other building or structure essential, necessary or useful for instruction in a program of education provided by the university; or any multipurpose structure designed to combine two or more of the functions performed by the types of structures enumerated in the Act, including, without limitation, improvements, reconstruction, replacements, additions and equipment acquired in connection with a project or in connection with operation of any facilities of the University existing on the effective date of the Act. "Project" includes all real and personal property, lands, improvements, driveways, roads, approaches, pedestrian access roads, parking lots, parking facilities, rights-of-way, utilities, easements and other interests in land, machinery and equipment, and all appurtenances and facilities either on, above or under the ground that are used or usable in connection with any of the structures mentioned in subsection 15 of section 3 of the Act. "Project" also includes landscaping, site preparation, furniture, machinery, equipment and other similar items necessary or convenient for the operation of a particular facility or structure in the manner for which its use is intended, but does not include items that are customarily under applicable accounting principles considered as a current operating charge, unless the category and maximum amount thereof is specifically included by a determination of the board of trustees of the University in the financing transaction proceedings and by percentage or otherwise as may be limited pursuant to such proceedings in

order to preserve the excludability of the interest on the securities issued therefor from federal taxation under the applicable provisions of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States as from time to time amended.

WHEREAS, the University is empowered by section 4(10) of the Act to borrow money and issue securities to finance the acquisition, construction, reconstruction, improvement or equipping of any one project, or more than one, or any combination of projects, or to refund securities issued after the effective date of the Act, or to refund any such refunding securities or for any one, or more than one, or all of those purposes, or any combination of those purposes, and to provide for the security and payment of those securities and for the rights of the holders of them, except that the amount of any such borrowing, the special debt service requirements for which are secured by the state debt service commitment, exclusive of the amount of borrowing to refund securities, or to fund issuance costs or necessary reserves, may not exceed the aggregate principal amount of (A) nine hundred sixty-two million dollars and (B) such additional amount or amounts: (i) required from time to time to fund any special capital reserve fund or other debt service reserve fund in accordance with the financing transaction proceedings, and (ii) to pay or provide for the costs of issuance and capitalized interest, if any; the aggregate amounts of subparagraphs (A) and (B) of this subdivision are established as the authorized funding amount, and no borrowing within the authorized funding amount for a project or projects may be effected unless the project or projects are included in accordance with subsection (a) of section 5 of the Act;

WHEREAS, pursuant to the Act, the University, may not establish a special capital reserve fund, within the meaning of section 7.(i), of the Act to secure its general obligation bonds;

WHEREAS, the University has by resolution of the Board of Trustees adopted November 10, 1995 authorized the University pursuant to the Act to enter into this Master Indenture of Trust with the Trustee, as necessary to provide for the financing of UConn 2000 Projects by the issuance of its general obligation bonds and the security therefor the form of which pursuant to the Act must be approved by the State Bond Commission prior to the issuance of the Initial Bonds;

WHEREAS, the Board of Trustees has also adopted on November 10, 1995 another resolution which (a) authorizes the execution of the First Supplemental Indenture for the issuance of its general obligation bonds in an amount not exceeding \$112,542,000 for UConn 2000-Phase I construction and equipping of certain academic and other facilities of the University, as initially set forth on Appendix A attached thereto and made a part thereof (the "UConn 2000-Phase I Projects") and (b) pursuant to the Act, must either be approved by the Governor or not acted upon by Governor within thirty days of its submission to the Governor;

WHEREAS, in furtherance of the issuance of its general obligation bonds pursuant to the Act, the University desires to enter into this Master Indenture with the Trustee in order to secure the payment of the principal of and the interest and premium, if any, on the Bonds, and the performance of the covenants and agreements herein contained; and

WHEREAS, all things necessary to make the Bonds, when issued and authenticated by the Trustee as provided in this Indenture, the legal, valid, and binding obligations of the University enforceable against the University according to the import thereof, and to constitute this Indenture a valid assignment and pledge of the amounts pledged to the payment of the principal or redemption price, if any, of and the interest on the Bonds and all other amounts due in connection therewith, have been done and performed, and the creation, execution and delivery of this Indenture, and the creation, execution and delivery of the Bonds subject to the terms hereof, have in all respects been duly authorized:

NOW, THEREFORE, KNOW ALL
PERSONS BY THESE PRESENTS:

GRANTING CLAUSES

That the University in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds by the holders and owners thereof, and of the sum of One Dollar (\$1.00) lawful money of the United States of America, to it duly paid by the Trustee at or before the execution and delivery of these presents, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to secure the payment of the principal or redemption price, if any, of and interest on the Bonds according to their tenor and effect and all other amounts due in connection therewith and the performance and observance by the University of all the covenants expressed or implied herein and in the Bonds, does hereby grant, bargain, sell, convey, pledge and assign unto, and grant a security interest in and to the Trustee, and unto its respective successors and assigns in trust, and to their respective successors, in the following (collectively the "Trust Estate") forever to secure the Bonds:

- (i) The proceeds of the sale by the University of any Bonds;
- (ii) The Debt Service Fund, together with any and all moneys, investments and other property of every kind and nature from time to time hereafter on deposit in or payable to the Debt Service Fund; and
- (iii) the Redemption Fund, including any and all moneys, investments and other property deposited therein in accordance with this Indenture.

TO HAVE AND TO HOLD all and singular the Trust Estate, whether now owned or hereafter acquired, unto the Trustee and its respective successors and assigns in trust forever to its and their own proper use and behoof but:

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future holders and owners of the Bonds from time to time issued and to be issued under and secured by this Indenture without privilege, priority or distinction as to the lien or otherwise of any Bond over any other, and for enforcement of the payment of the Bonds in accordance with their terms, and all other sums payable hereunder or on the Bonds and for the performance of and compliance with the obligations, covenants and conditions of this Indenture and subject to the provisions of

this Indenture permitting the application and investment thereof for the purposes and on the terms and conditions set forth in this Indenture;

PROVIDED, HOWEVER, that if the University, its successors and assigns shall well and truly pay, or cause to be paid, the principal or redemption price, if any, of and interest on the Bonds due or to become due thereon, at the times and in the manner stated in the Bonds according to their tenor, and shall cause the payments to be made as required under Article IX hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee money and securities in the entire amount due or to become due thereon, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of this Indenture to be kept, performed and observed by it, then upon the final payment thereof, this Indenture and the rights hereby granted shall cease, determine and be void; and thereupon the Trustee, on payment of its lawful charges, costs, expenses and disbursements then unpaid, shall duly execute, acknowledge and deliver to the University such instruments of satisfaction or release as may be necessary or proper to discharge this Indenture, including if appropriate any required discharge of record, and if necessary shall grant, reassign and deliver to the University, its successors and assigns, all and singular the property, rights, privileges and interests by it hereby granted, conveyed and assigned, and all substitutes therefor, or any part thereof, not previously disposed of or released as herein provided otherwise this Indenture is to be and remain in full force and effect.

THIS INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered, and all said property, rights and interests, including, without limitation, the amounts hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the University has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective holders and owners, from time to time, of the Bonds as follows:

ARTICLE I

Definitions and Statutory Authority

101. **Definitions.** The following terms shall, for all purposes of this Indenture, except as otherwise defined, have the following meanings:

“**Act**” means Public Act No. 95-230, as amended to the date hereof, as amended from time to time pursuant to an Authorized Act Amendment.

“**Additional Bonds**” means all Bonds issued under this Indenture other than the Initial Bonds and Refunding Bonds for the UConn 2000 Infrastructure Improvement Program.

“**Annual Financial Information**” means, with respect to the General Obligation Indenture, collectively,

(A) (i) the Audited Financial Statements of the University for the preceding Fiscal Year (commencing with the Fiscal Year beginning on or after January 1, 1996), and Unaudited Financial Statements for such Fiscal Year if such Audited Financial Statements are unavailable, pursuant to Section 1502 and 1503 hereof;

(ii) investments in the Bond Fund and in the various accounts hereunder; and

(iii) identification of all Bonds issued by the University and Outstanding Bonds including a table summarizing certain Bond information, such as coupon rates, call features; and

(iv) to the extent not provided in the financial statements described in (i) above, financial information and operating data within the meaning of the Rule, included in an Official Statement.

(B) such narrative explanation as may be necessary to avoid misunderstanding and to assist the reader in understanding the presentation of such financial and operating data listed in (A) above.

Any or all of the items listed above may be included by specific reference to other documents which have been submitted to each NRMSIR and the SID, if any, or filed with the SEC. If such document is an Official Statement, it must be available from the MSRB.

In the event that any of the financial information or operating data constituting Annual Financial Information that no longer can be generated because the operations to which such information or data relate have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information.

Annual Financial Information shall mean, with respect to the State, the Annual Financial Information submitted to or to be submitted by or on behalf of the State pursuant to the State's written continuing disclosure undertaking in compliance with the requirements of paragraph (b)(5) of the Rule.

"Assured Revenues" means those revenues of the University (i) other than Project Revenues particularly pledged under Dedication Instruments of the University for the payment of Revenue Bonds or State Bonds or patient revenues or any other revenues derived from the clinical operations of the University or (ii) not otherwise expressly by an existing contract or by statute or by grant restricted or encumbered for specific purposes and, except as limited by the foregoing (i) and (ii) shall include (a) revenues from fees, tuition, rentals, charges, gifts, investments, endowments and from grants, subsidies, contracts, leases or other agreements made by or with the federal government, the State or any political subdivision, agency or instrumentality of the federal government or the State, or others, including the State Debt Service Commitment, the Minimum State Operating Provision and Special Eligible Gifts, and (b) any payment made or required to be made to the University, or to the Trustee, under any Swap or Swap Facility, including, without limitation, Swap Receipts, Termination Receipts and any payment receipts in respect of a Swap for application by the University for Project Operating Expenses.

"Audited Financial Statements" means, with respect to the University, the annual financial statements, if any, of the University, audited by such auditor as shall then be required or permitted by State law or this Indenture. Audited Financial Statements shall be prepared in accordance with GAAP; *provided, however*, that the University may from time to time, if required by federal or State legal requirements, modify the basis upon which its financial statements are prepared including Financial Policy Number 2 of State Comptroller respecting Accounting and Financial Reporting Standards for State of Connecticut Constituent Units of Higher Education attached hereto as Exhibit A, as same may be implemented and amended from time to time. Notice of any such modification shall include a reference to the specific federal or State law or regulation describing such accounting basis and shall be provided by the University to the Trustee, who shall promptly deliver such notice to (i) either the MSRB or each NRMSIR, and (ii) the SID.

Audited Financial Statements shall mean, with respect to the State, the Audited Financial Statements submitted or to be submitted by or on behalf of the State pursuant to the State's written continuing disclosure undertaking in compliance with the requirements of paragraph (b)(5) of the Rule.

"Authorized Act Amendment" means a public or special act amending the Act and meeting the requirements of Section 914.

"Authorized Newspaper" means "The Bond Buyer" or "Fiduciary Communication" or successor publication or a newspaper customarily published at least once a day for at least five days (other than legal holidays) in each calendar week, printed in the English language and of general circulation in the City of New York, New York.

"Authorized Officer" means, in the case of the University, the Chair or Vice-Chair of the Board of Trustees, the financial affairs committee of the Board of Trustees (acting by resolution and constituting the finance committee of the Board of Trustees within the meaning of the Act), the President, Provost, or the Vice-President and Chief Financial Officer, or any other person duly authorized by the bylaws or resolution of the University to perform the act or sign the document in question.

"Board of Trustees" means the board of trustees of the University.

"Bond" or **"Bonds"** means the 1996 Series A Bonds, together with any Additional Bonds issued under and pursuant to this Indenture.

"Bond Facility" means an insurance policy, surety bond or agreement, standby purchase agreement, line of credit, letter of credit or other credit enhancement or liquidity facility entered into for the same or similar purposes, with respect to Bonds.

"Bondholders" or **"Holder of Bonds"** or **"Holder"** or **"Owner"** (when used with reference to Bonds) or any similar term, means any person or party who shall be the registered owner of any Outstanding Bond;

"Bond Proceeds Fund" means such fund of the University established by Section 602 hereof and governed by Section 603 hereof.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions located in the State or in any of the cities in which the principal office of the Trustee, any Paying Agent or any remarketing agent is located, are required or are authorized by law or executive order to close or (iii) a day on which the New York Stock Exchange is closed.

"Calendar Year" means a twelve-month period commencing January 1 and ending December 31 of any year.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations thereunder.

"Computation Date" has the meaning given in the Tax Regulatory Agreement.

"Construction Account" means such account of the Bond Proceeds Fund established under Section 601 of this Indenture.

"Costs of Issuance" means all costs related to the proceedings under which Bonds are issued hereunder including but not limited to salaries, administrative expenses, insurance premiums, fees, expenses or other similar charges payable to providers of a **Bond Facility**, a Swap Facility, a Swap Provider, including a Termination Payment, other than Reimbursement Obligations or Swap Payments or other termination payments, auditing and legal expenses and fees and expenses incurred for professional consultants, financial advisors and fiduciaries, fees and expenses of the Trustee, fees for issuing and paying agents, fees and expenses of remarketing agents and dealers, fees and expenses of the underwriters if payable other than as a result of a discount on the purchase price of Bonds or Notes, fees and expenses of rating agencies, transfer or information agents, the publication of advertisements and notices, printers' fees or charges incurred by the University or Treasurer on behalf of the University to comply with applicable federal and State securities or tax laws; and with respect to Bonds the interest on which is excludable from gross income of the recipient under the Internal Revenue Code means only the costs of issuance of a Series of Bonds which may be paid with Bond proceeds as shall be consistent with Section 910 hereof.

"Costs of Issuance Account" means such account established by Section 602 hereof.

"Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys selected by or satisfactory to the Treasurer, in consultation with the University (who may be the Attorney General or other counsel to the University); provided, however, that for the purposes of Article II and Article IX of this Indenture such term shall mean an opinion signed by an attorney or firm of attorneys of recognized standing in the field of law relating to municipal bonds.

"Debt Service Fund" means the fund from which debt service on all Outstanding Bonds of the University shall be paid as provided in the Act, established by Section 602 of this Indenture.

"Debt Service Fund Requirement" means, as of any date of computation, an amount at least equal to the aggregate amount of Principal Installments and Interest Requirements as the same become due and payable on all Outstanding Bonds of the University.

"Dedication Instrument" means any document or agreement (including a Supplemental Indenture with respect to Other Indebtedness if issued hereunder), duly authorized and executed by or on behalf of the University and approved by resolution of the Board of Trustees of the University, in order to accomplish the UConn 2000 Infrastructure Improvement Program, to the extent permitted by applicable law and this Indenture, (a) authorizing the issuance of (i) Revenue Bonds and providing a pledge or assignment of all or any portion of Project Revenues to secure such Revenue Bonds or (ii) General Obligation Bonds and providing a pledge or assignment of all or any portion of Assured Revenues (other than the State Debt Service Commitment) to secure any Other Indebtedness and (b) containing such other terms, provisions or restrictions as the University may deem necessary or appropriate in connection with the foregoing purposes, in each case as each such document, agreement or resolution may be amended or supplemented from time to time in accordance with the terms thereof and hereof and the provisions of the Act including any financing documents and financing transaction proceedings as defined in the Act.

"Depository" means any qualified public depository or bank under the laws of the State and which is doing business both in the State and with the Trustee and any Paying Agent when designated in accordance with this Indenture.

"Event of Default" has the meaning given to such term in Article XII.

"Fiduciary" or "Fiduciaries" means the Trustee, any Paying Agent, or either or both of them, as may be appropriate.

"Fiscal Year" means a twelve-month period commencing on the first day of July of any year.

"GAAP" means generally accepted accounting principles as prescribed from time to time for governmental units by the Governmental Accounting Standards Board ("GASB").

"General Obligation Bonds" means the bonds of the University issued under this Indenture.

"Indenture" means this Indenture of Trust as from time to time amended or supplemented by Supplemental Indentures in accordance with the terms and provisions hereof.

"Information Services" means Financial Information, Inc. "Daily Called Bond Service," 30 Montgomery Street, 10th Floor, Jersey City, New Jersey 07302, Attention: Editor; Kenny Information Services, "Called Bond Service," 55 Broad Street, 28th Floor, New York,

New York 10004; Moody's Investors Service "Municipal and Government," 99 Church Street, 8th Floor, New York, New York 10007, Attention: Municipal News Reports; Standard & Poor's Corporation "Called Bond Record," 25 Broadway, New York, New York 10004; and Fitch Investors Service, Inc., One State Street Plaza, New York, New York 10004, Attention: Municipal Bond Department; any NRMSIR, or, in accordance with the then current applicable guidelines of the Securities and Exchange Commission, such other addresses and/or such other services providing information with respect to called bonds, or any other such services as the State may designate in writing to the Trustee.

"Initial Bonds" means the initial general obligation bonds issued under this Indenture pursuant to the Act and the First Supplemental Indenture.

"Interest Payment Date" means each date on which interest is payable on General Obligation Bonds under this Indenture or the applicable Dedication Instrument, or, if such date is not a Business Day, the immediately succeeding Business Day.

"Interest Requirement" means, as of the date of computation with respect to a Calendar Year, an amount equivalent to the aggregate maximum amount coming due during such Calendar Year on any Interest Payment Date, of (i) interest which may be payable on Outstanding Bonds and (ii) Swap Payments, provided that interest on Variable Interest Rate Bonds or Notes or Swaps shall be calculated in accordance with the Variable Interest Rate Calculation Rate, and further provided that if the University shall have entered into one or more Swaps with respect to a Variable Interest Rate Bond or Note, then the Bonds or Notes of such series in a principal amount equal to the Notional Amount shall be treated for purposes of this definition as bearing interest for such period at the fixed rate payable by the University under such Swap; if the University shall have entered into one or more Swaps with respect to a Bond or Note that is not a Variable Interest Rate Bond or Note which calls for a Variable Interest Rate Swap Payment by the University then the Bonds or Notes of such series in a principal amount equal to the Notional Amount shall be treated for purposes of this definition as a Variable Interest Rate Bond or Note bearing interest for such period at the Variable Interest Rate payable by the University under such Swap.

"Investment Obligations" means and includes any of the following:

(i) Direct obligations of or obligations guaranteed by the United States of America;

(ii) Any bond, debenture, note, participation or other similar obligation issued by any of the following agencies: Government National Mortgage Association, Federal Land Banks, Federal Home Loan Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Tennessee Valley Authority, United States Postal Service, Farmers' Home Administration and Export-Import Bank;

(iii) Any bond, debenture, note, participation or other similar obligation issued by the Federal National Mortgage Association to the extent such obligations are guaranteed by the Government National Mortgage Association or issued by a Federal Agency backed

by the full faith and credit of the United States of America other than as provided in (i) hereof;

(iv) Any other obligation of the United States of America or any Federal agencies which may then be purchased with funds belonging to the State or which are legal investments for savings banks in the State or any obligation which may be purchased with proceeds of general obligation bonds of the State under Section 3-20 of the General Statutes as then in effect;

(v) Public Housing Bonds issued by Public Housing Authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or Project Notes issued by Public Housing Authorities or Project Notes issued by Local Public Agencies, in each case, fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America;

(vi) Direct and general obligations of or obligations guaranteed by the State of Connecticut, to the payment of the principal of and interest on which the full faith and credit of the State is pledged;

(vii) Deposits in interest-bearing time or demand deposits or certificates of deposit secured by (a) obligations described in (i) hereof or (b) obligations described in (v) hereof, or (c) obligations described in (vi) hereof;

(viii) Deposits in interest-bearing time or demand deposits or certificates of deposit secured by obligations described in (ii), (iii) or (iv) hereof;

(ix) Participation certificates for the combined investment pool administered by the State Treasurer pursuant to No. 236 of the Public Acts of 1971; and

(x) the Tax Exempt Proceeds Fund, established by the Treasurer pursuant to Section 3-24a of the General Statutes.

“Listed Event” means any of the following events, if material, with respect to any Bonds under this Indenture:

- (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;
- (v) Substitution of credit or liquidity providers, or their failure to perform;

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

(vii) Modifications to rights of security holders;

(viii) Redemption by the University of any Outstanding Bonds other than by mandatory sinking fund installments;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the securities;
and

(xi) Rating changes.

"Listed Event Notice" means notice of a Listed Event required to be provided pursuant to Section 1504 hereof.

"Minimum State Operating Provision" means the commitment of the State to appropriate, annually, an amount for the University for operations after receiving a request from the University therefor and consideration of other amounts available to the University for its operations which amount so appropriated shall be consistent with the University continuing to operate in furtherance and pursuant to the provisions of section 2 of article eighth of the Constitution of the State and applicable law as an institution dedicated to the excellence in higher education, including the operation of the components of UConn 2000 at Storrs and elsewhere in the State pursuant to section 5 of the Act; provided, however, nothing in section 1 to 25, inclusive, of the Act shall be construed to preclude the State from appropriating a lower or higher amount than the amount appropriated in the previous fiscal year so long as the appropriation act provides and determines that the University can continue to operate as an institution dedicated to excellence in higher education and such amount so appropriated shall then constitute the Minimum State Operating Provision.

"MSRB" means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934 or any successor entity.

"Notes" means any obligations or other evidences of indebtedness or borrowing of the University, other than Bonds, issued for the purposes of the Act to provide funds for deposit in the Bond Proceeds Fund and issued in anticipation of Bonds.

"Notional Amount" means the non-payable or the theoretical amount with reference to which Swap Payments and Swap Receipts are calculated, as specified as such for each Swap in the documentation applicable thereto.

"NRMSIR" means, at any time, a then-existing nationally recognized municipal securities information repository, as recognized from time to time by the SEC for the purposes referred to in the Rule. The NRMSIRs as of the date hereof are: Bloomberg LP (Princeton, NJ),

Disclosure Inc. (Bethesda, MD), Kenny Information Systems (New York, NY), Moody's Investors Service (New York, NY), and Thomson Municipal Services Inc. (New York, NY).

"Official Statement" means the "final official statement", as defined in paragraph (f)(3) of the Rule, relating to any Series of Bonds.

"Operating Budget" means the annual operating budget of the University approved by the Board of Trustees pursuant to law.

"Other Indebtedness" has the meaning given in Section 907 of this Indenture.

"Outstanding" (1) when used with reference to Bonds, other than Bonds referred to in Section 1105 of this Indenture, shall mean, as of any date, a Bond or Bonds of such Series theretofore or thereupon being authenticated and delivered under this Indenture except:

(i) any Bonds cancelled by the Trustee, and Paying Agent or the University at or prior to such date;

(ii) Bonds (or portions of Bonds) for the payment or redemption of which cash, equal to the principal amount or Redemption Price, shall be held in trust under this Indenture for such purpose (whether at or prior to the maturity or redemption date), provided that if such Bonds are to be redeemed, notice of such redemption shall have been given as in Article IV of this Indenture provided or provision satisfactory to the Trustee shall have been made for the giving of such notice;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III, Section 406 and Section 1106 of this Indenture; and

(iv) Bonds deemed to have been paid as provided in Section 1401 of this Indenture.

(2) When used with reference to general obligation bonds which are State Bonds, shall have the meaning, as of any date, given in the applicable Dedication Instrument.

"Outstanding Bonds" means any Bond with respect to which a Principal Installment, Interest Payment, Sinking Fund Installment or other payment is or will be due in the future and for which moneys or defeasance securities have not been deposited in escrow.

"Paying Agent" for the Bonds of any series means the bank or trust company located within or without the State and its successor or assigns, appointed by the University pursuant to the provisions of this Indenture and any successor or assign so appointed and approved.

"Principal" means the principal amount of the Bonds of a Series as due on a certain future date.

"Principal Installment" for any Calendar Year, means, as of any date of calculation and with respect to any Series, so long as any Bonds thereof are Outstanding,

(i) the principal amount of Bonds of said Series which mature in such Year, reduced by the aggregate principal amount of such Bonds which would be retired before such Year by reason of the payment when due of, and application in accordance with this Indenture of, Sinking Fund Installments payable before such Year for the retirement of such Bonds, plus

(ii) the unsatisfied balance (determined as provided in paragraph (G) of Section 604) of the Sinking Fund Installments, if any, due during such Year for the Bonds of such Series.

"Principal Installment Date" means each date on which Principal and Sinking Fund Installments, if any, is payable on the Bonds as provided in or pursuant to this Indenture (or, if such date is not a Business Day, the immediately succeeding Business Day).

"Project" means, in accordance with the Act, any structure designed for use as a dormitory or other housing facility, dining facility, student union, academic building, administrative facility, library, classroom, building, research facility, faculty facility, office facility, athletic facility, health care facility, laboratory, maintenance, storage or utility facility or other building or structure essential, necessary or useful for instruction in a program of education provided by the university; or any multipurpose structure designed to combine two or more of the functions performed by the types of structures enumerated in this subsection, including, without limitation, improvements, reconstruction, replacements, additions and equipment acquired in connection with a project or in connection with operation of any facilities of the University existing on the effective date of the Act. "Project" includes all real and personal property, lands, improvements, driveways, roads, approaches, pedestrian access roads, parking lots, parking facilities, rights-of-way, utilities, easements and other interests in land, machinery and equipment, and all appurtenances and facilities either on, above or under the ground that are used or usable in connection with any of the structures mentioned in this definition. "Project" also includes landscaping, site preparation, furniture, machinery, equipment and other similar items necessary or convenient for the operation of a particular facility or structure in the manner for which its use is intended, but does not include items that are customarily under applicable accounting principles considered as a current operating charge, unless the category and maximum amount thereof is specifically included by a determination of the Board of Trustees in the financing transaction proceedings and by percentage or otherwise as may be limited pursuant to such proceedings in order to preserve the excludability of the interest on the securities issued therefor from federal taxation under the applicable provisions of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States as from time to time amended.

"Project Revenues" means revenues received from projects existing on the effective date of the Act, from Project or Projects under construction or from a combination of projects existing on the effective date of this Act and Projects, the acquisition, construction or accomplishment of which, the University has entered into a binding commitment, anticipated by

the Board of Trustees to produce annual revenues in an amount not less than the anticipated annual cost of operation, maintenance and repair of any such Project or Projects, and annual debt service payments on any financing transaction proceedings under which Revenue Bonds have been issued for the Project or Projects during the term effected under the Act, as determined by the Board of Trustees.

"Rebate Amount" has the meaning given in the Tax Regulatory Agreement.

"Record Date" means the close of business on the fifteenth day preceding an Interest Payment Date, or if such day shall not be a Business Day, the immediately preceding Business Day.

"Redemption Fund" means such fund of the University established by Section 602 hereof.

"Redemption Price" means, with respect to any Bond, the principal amount thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to this Indenture.

"Refunding Bond" means all Bonds constituting the whole or a part of a Series of Bonds delivered on original issuance pursuant to Section 205.

"Reimbursement Obligation" means any obligation of the University to make payments to a provider of a **Bond Facility** in reimbursement of or as interest on (which interest may be higher than the interest rate on the related Bond) an advance or other payment made by such provider for the purpose of paying

(i) the Principal, Sinking Fund Installment, if any, or Redemption Price of, or interest on, any Bonds, or

(ii) the purchase price, plus accrued interest, if any, of any Bonds tendered pursuant to the provisions of the applicable Supplemental Indenture,

but only to the extent the principal amortization requirements with respect to such reimbursement are equal to the amortization requirements for such related Bonds, without acceleration. Reimbursement Obligations shall not include (i) any payments of any fees, expenses, or other similar obligations to any such provider, unless specifically included as a part thereof and approved as a portion of the Special Debt Service Requirement or (ii) any payments pursuant to term-loan or other principal amortization requirements in reimbursement of any such advance that are more accelerated than the amortization requirements on such related Bonds. Reimbursement Obligations may be evidenced by Bonds designated as "Bank Bonds," which may bear a higher interest rate than the rate borne by the Bonds to which they relate.

"Renewal and Replacement Fund" means such account established by Section 602 hereof.

"Renewal and Replacement Fund Requirement" means that amount necessary for the University to meet the extraordinary renewal and replacement expenses of Projects financed by the University under the UConn 2000 Infrastructure Improvement Program and other facilities forming part of the physical university plant so as to permit the University to operate and maintain the physical university plant in sound operating condition and in conformity with Section 909(B) hereof, as determined in each Operating Budget or otherwise.

"Revenue Bonds" means special obligation securities issued by the University pursuant to the Act.

"Rule" means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 CFR Part 240, §240.15c2-12), as in effect on the date of this Indenture, including any official interpretations thereof issued either before or after such date which are applicable to this Indenture.

"SEC" means the United States Securities and Exchange Commission or any successor agency.

"Securities Depositories" means The Depository Trust Company, 711 Stewart Avenue, Garden City, New York 11530, Fax (516) 227-4039 or 4190; Midwest Securities Trust Company, Capital Structures-Call Notification, 440 South LaSalle Street, Chicago, Illinois 60605, Fax-(312)663-2343; Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103, Attention: Bond Department, Fax-(215)496-5058; or successor entities, or, in accordance with the then current applicable guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories or any such other depositories as the University may designate in writing to the Trustee.

"Series of Bonds" or "Bonds of a Series" or words of similar meaning, means the Series of Bonds authorized by this Indenture and a Supplemental Indenture.

"SID" means, at any time, a then-existing state information depository, if any, as operated or designated as such by or on behalf of the State for the purposes referred to in the Rule. (As of the date of the 1996 Series A Indenture, there is no SID).

"Sinking Fund Installment" means, for any Calendar Year as of any date of calculation and with respect to any Bonds of a Series, so long as any Bonds thereof are Outstanding, the amount of money required by this Indenture or a Supplemental Indenture to be paid on a single future fixed date for the retirement of any Outstanding Bonds of said Series that mature after said future date, but does not include any amount payable by the University by reason only of the maturity of a Bond, and said fixed future date is deemed to be the date when such Sinking Fund Installment is payable and the date of such Sinking Fund Installment and said Outstanding Bonds are deemed to be the Bonds entitled to such Sinking Fund Installment.

"Special Debt Service Requirements" means for any period, and with respect to the Bonds, subject to this Indenture and any Supplemental Indenture authorizing the issuance of the Bonds, the sum of (A) the Principal Installments and interest accruing and coming due during

such period, (B) the amounts, if any, required, with respect to interest rate fluctuations on variable rate debt, or with respect to securities not secured by the State Debt Service Commitment during such period to establish or maintain reserves, sinking funds or other funds or accounts at the respective levels required to be established or maintained therein in accordance with the proceedings authorizing the issuance of securities, (C) annual expenses of issuance and administration with respect to securities, (D) the amounts, if any, becoming due and payable under a reimbursement agreement or similar agreement entered into pursuant to authority granted under the proceedings authorizing the issuance of securities, (E) net amounts owing under interest rate agreements authorized and effective under section 10 of the Act, (F) arbitrage rebate requirements pursuant to subsection (b) of section 17 of the Act on securities secured by the State Debt Service Commitment and (G) any other annual costs or expenses necessary or proper to be paid in connection with the securities, including, without limitation, the annual cost of any **Bond Facility**, issued by a financial institution pursuant to an agreement approved in the financing transaction proceedings.

"Special Eligible Gift" means a gift to the University of cash or assets which may be reduced to cash by the University which the donor has specifically designated as a donation for use by the University in furtherance of UConn 2000 or which explicitly or implicitly by the terms thereof the University may use for UConn 2000 and which the University determines to so use therefor pursuant to subsection (a) of section 9 of the Act.

"State" means the State of Connecticut and for purposes of the Rule, means the State of Connecticut, an obligated person with respect to the Bonds within the meaning of the Rule, acting by and through the Office of the State Treasurer.

"State Bonds" means general obligation bonds of the State issued or to be issued by the State for the purpose of financing capital improvements for the infrastructure of the University.

"State Debt Service Commitment" means with respect to the Bonds issued as general obligations of the University pursuant to subsection (c) of Section 7 of the Act for the UConn 2000 Infrastructure Improvement Program and additionally secured by this State Debt Service Commitment under this Indenture and any Supplemental Indenture, an annual amount, commencing in the State Fiscal Year ending June 30, 1996, and any Fiscal Year thereafter for any Special Debt Service Requirements when due and payable.

"Supplemental Indenture" means any series or supplemental indenture entered into by the Trustee and the University pursuant to and in compliance with the provisions of Article X or Article XI of this Indenture providing for the issuance of Additional Bonds or Refunding Bonds, and shall also mean any other indenture between the same parties entered into pursuant to and in compliance with the provisions of Article X or Article XI hereof amending or supplementing the provisions of this Indenture as originally executed or as theretofore amended or supplemented.

"Surety" means any surety agreement, insurance agreement, letters of credit or other type of agreement or arrangement satisfying the provisions hereof or of any applicable

Supplemental Indenture authorizing a Series of Bonds, which provides for the availability, at all times required hereunder or under any such Supplemental Indenture, of the amount of money or the value of the Investment Obligations in lieu of which such agreement or arrangement is substituted; provided that (i) the financial institution providing such Surety shall have an outstanding, unsecured, uninsured and unguaranteed debt issue that, or (ii) the Surety, is assigned either of the three highest ratings (without regard to the addition of a plus (+) or a minus (-) to any rating) by Standard & Poor's Corporation and Moody's Investors Service or Fitch Investors Service, Inc. and is then rating such financing institution or Surety; and provided further that if the financial institution providing or guaranteeing such Surety is an insurance company, the claims-paying ability of such insurance company shall be assigned either of the three highest ratings (without regard to the addition of a plus (+) or a minus (-) to any rating) by Standard & Poor's Corporation and Moody's Investors Service or Fitch Investors Service, Inc. and is then rating such insurance company.

"Swap" means any financial arrangement (i) that is entered into by the University with an entity that is a Swap Provider at the time the arrangement is entered into; (ii)(a) which provides that the University shall pay to such entity an amount based on the interest accruing at a fixed rate on the Notional Amount equal to all or part of the outstanding principal amount of a Series of Bonds issued hereunder, and that such entity shall pay to the University an amount based on the interest accruing on the Notional Amount at a variable rate of interest computed according to a formula set forth in such arrangement (which need not be the same as the actual rate of interest borne by such Series of Bonds) or that one (after adjustment for any cap, floor, collar or other financial arrangement referred to in (ii)(c) hereof, with respect thereto) shall pay to the other the net amount (Swap Payment or Swap Receipt) due under such arrangement; (b) which provides that the University shall pay to such entity an amount based on the interest accruing on the Notional Amount equal to all or part of the outstanding principal amount of a Series of Bonds issued hereunder, at a variable rate of interest computed according to a formula set forth in such arrangement and that such entity shall pay to the University an amount based on the interest accruing at a fixed rate on the Notional Amount (which need not be the same as the actual rate of interest borne by such Series of Bonds) or that one (after adjustment for any cap, floor, collar or other financial arrangement referred to in (ii)(c) hereof, with respect thereto) shall pay to the other the net amount (Swap Payment or Swap Receipt) due under such arrangement; or (c) which is included as part of or covered by the financial transaction described in (ii)(a) or (ii)(b) above or is separately executed and which is a cap, floor or collar, forward rate, future rate, asset, swap or index, price or market linked transaction or agreement, other exchange or rate protection transaction agreement, other similar transaction (however designated) or any combination thereof or any option with respect thereto executed by the University for the purpose of moderating interest rate fluctuations or otherwise pursuant to the Act, as amended; and (iii) which has been designated in writing to the Trustee by an Authorized Officer of the University and authenticated or otherwise registered by the Trustee hereunder as a Swap with respect to a Series of Bonds or Notes. "Swap" shall also include any such financial arrangement described in clauses (ii) and (iii) above entered into by the University with a Swap Provider, as a replacement of a Swap that has been terminated and which has been so designated in writing to the Trustee by an Authorized Officer of the University with respect to a Series of Bonds or Notes.

"Swap Facility" means an insurance policy, surety bond, letter of credit or other credit enhancement with respect to a Swap or any similar facility entered into for the same or similar purposes and may include Investment Obligations properly pledged to the University hereunder pursuant to the Swap Facility or by the Swap Provider, in each case sufficient to maintain any existing rating of the University's Bonds. Payments by the University under a Swap Facility related to a Swap shall be deemed Swap Payments hereunder and shall not be deemed Reimbursement Obligations and payments to the University under a Swap Facility related to a Swap shall be deemed Swap Receipts. Payment by the University under a Swap Facility applicable to any fees, expenses or similar other charges or obligations thereunder shall be a Cost of Issuance or an operating expense, as applicable.

"Swap Payment" means the net amount required to be paid by the University under a Swap that is applicable to the interest rate exchange effected thereunder, but not any (a) fees, expenses or similar other charges or obligations thereunder (which shall be Costs of Issuance or operating expense, as applicable) or (b) any Termination Payment or other payments by the University on account of termination of the Swap.

"Swap Provider" means a financial institution whose long term debt obligations, or whose obligations under a Swap are fully covered by a Swap Facility whose long term debt obligations are (i) rated at least as high by at least two nationally recognized rating agencies as the greater of (a) the University's Bonds additionally secured by the State Debt Service Commitment and (b) the State's general obligation bonds or (ii) secured by a pledge of Investment Obligations in amounts sufficient to achieve the ratings described in (i) hereof or (iii) meeting the requirements of Section 908.2 hereof.

"Swap Receipt" means the net amount required to be paid to the University under a Swap, but shall not include any Termination Receipt.

"Tax Regulatory Agreement" means a tax regulatory agreement, including any supplements and amendments thereto, of the University, signed by an Authorized Officer and by the Treasurer, to be delivered in connection with the issuance of any Bonds under this Indenture and setting forth the expectations, certifications and representations concerning the use of the proceeds of such Bonds and other matters relating to compliance with the Code and consistent with the covenant of the University pursuant to Section 910 of this Indenture.

"Termination Payment" means with respect to a Swap an amount required to be paid by the University to the Swap Provider or related Swap Facility as a result of the termination of the Swap or required to be paid by the University into a collateral account as security for any termination provided that any payment by the University on account of termination of a Swap shall be subject to amortization over several fiscal years to be determined and approved by the Treasurer in the Swap.

"Termination Receipt" means with respect to a Swap an amount required to be paid by the Swap Provider or related Swap Facility as a result of the termination of the Swap.

"Treasurer" means the Treasurer of the State or the Deputy Treasurer.

“Trust Estate” means all of the funds, securities, property, rights, privileges and interests granted, bargained, sold conveyed, pledged and assigned unto the Trustee in the Granting Clauses of this Indenture securing the payment of the principal or redemption price, if any, of and interest on the Bonds according to their terms and all other amounts due in connection therewith and the performance and observance by the University of all the covenants expressed or implied herein and in Bonds.

“Trustee” means Fleet National Bank of Connecticut, and any successor trust company or bank having the powers of a trust company within or without the State succeeding a prior trust company or bank as trustee, appointed pursuant to Section 810 hereof.

“UConn 2000 Infrastructure Improvement Program” means the promotion, planning, designing, developing, encouraging, assisting, acquiring, constructing, reconstructing, improving, maintaining, equipping and furnishing of any UConn 2000 Project and assisting directly or indirectly in the financing of the cost thereof pursuant to the Act including the program of the University pursuant to which it issues bonds under this Indenture.

“UConn 2000 Phase I Project” means any Project which is identified and referenced in section 5 of the Act as a Phase I project, as same may be revised, deleted or added in accordance with the Act and this Indenture.

“UConn 2000 Phase II Project” means any Project which is identified and referenced in section 5 of the Act as a Phase II project, as same may be revised, deleted or added in accordance with the Act and this Indenture.

“UConn 2000 Phase III Project” means any Project which is identified and referenced in Section 10a-109e of the Act as a Phase III Project, as the same may be revised, deleted or added in accordance with the Act and this Indenture.

“UConn 2000 Project” means any UConn 2000 Phase I Project, UConn 2000 Phase II Project and UConn 2000 Phase III Project which the Board of Trustees by resolution authorizes to finance with Bonds hereunder provided such resolution is submitted to the Governor and has not been disapproved by the Governor within thirty (30) days of its submission.

“Unaudited Financial Statements” means the same as Audited Financial Statements, except that they shall not have been audited.

“University” means The University of Connecticut, a constituent unit of the State system of public higher education, including The University of Connecticut Health Center and pursuant to the Act having perpetual succession as a body politic and corporate and an instrumentality and agency of the State or any body, agency, or instrumentality of the State or the State which shall hereafter succeed to the powers, duties and functions of the University hereunder.

“Variable Interest Base Rate” means with respect to any Variable Rate Notes or Bonds or Swap Payments, the average interest rate borne by such series of Variable Interest Rate

Notes or Bonds or Swap Payments for the twelve full calendar months (or such lesser period as such Series of Variable Rate Notes or Bonds or Swap Payments shall be outstanding) preceding the date of calculation.

"Variable Interest Rate" means a variable interest rate to be borne by any Bond or Note within a Series of Bonds or Notes or by any Swap (whether a Swap Payment or Swap Receipt). The method of computing such variable interest rate shall be specified in the Supplemental Indenture authorizing such Series of Bonds or Notes or the Swap relating thereto. Such Supplemental Indenture or Swap shall also specify either (i) the particular period or periods of time for which such variable interest rate shall remain in effect or (ii) the time or times upon which any change in such variable interest rate shall become effective.

"Variable Interest Rate Bonds or Notes or Swap Payments" means Bonds or Notes which bear a Variable Interest Rate or a Swap Payment which by the terms of the Swap requires and provides for a Variable Interest Rate Swap Payment by the University.

"Variable Interest Rate Calculation Rate" means with respect to each Calendar Year (i) with respect to Variable Interest Rate Bonds or Notes or Swap Payments bearing a Variable Interest Rate, which is not capped pursuant to the Swap or a Swap Facility, and/or is for a period or periods of time ending prior to the next immediate Interest Payment Date, the interest rate thereon in effect (pursuant to the Variable Interest Rate Bonds or Notes or a Swap applicable thereto) until the next date of change (being the date of calculation referred to in the definition of Variable Interest Base Rate) and thereafter for the balance of such Calendar Year the Variable Interest Base Rate or (ii) with respect to Variable Interest Rate Bonds or Notes or Swap Payments bearing a Variable Interest Rate which, for a period of time ending on or after the next immediate Interest Payment Date, is either capped by its terms or pursuant to the Swap or a Swap Facility or is fixed, the lesser of (a) the interest rate by which the Variable Interest Rate is so capped if less than the rate calculated in (i) hereof or (b) the Variable Interest Rate, so fixed, on the Variable Interest Rate Bonds or Notes or Swap Payments, respectively (pursuant to the Variable Interest Rate Bonds or Notes or a Swap applicable thereto).

102. **Interpretation.** (A) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa.

(B) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this Indenture, refer to this Indenture.

(C) Words importing persons include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies and political subdivisions, as well as natural persons.

(D) All approvals, consents and acceptances required to be given or made by any person or party hereunder shall be at the sole discretion of the party whose approval, consent or acceptance is required.

(E) All section references to the Act shall refer to those sections as designated as of the date of adoption of this Indenture, and any successor section of the Act pursuant to an authorized Act Amendment.

(F) If any one or more of the covenants or agreements provided herein on the part of the University, the Trustee or any Paying Agent to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed separable from the remaining covenants and agreements hereof, and shall in no way affect the validity of the other provisions of this Indenture or of the Bonds.

ARTICLE II

Authorization and Issuance of Bonds and Limitations on Issuance of Other Obligations

201. Authority for this Indenture. This Indenture is made and entered into by virtue of and pursuant to the provisions of the Act. The University has ascertained and hereby determines and declares that the execution and delivery of this Indenture is necessary to carry out the powers and duties expressly provided by the Act, that each and every act, matter, thing or course of conduct as to which provision is made herein is necessary or convenient in order to carry out and effectuate the purposes of the University in accordance with the Act and to carry out powers expressly given thereby, and that each and every covenant and agreement herein contained and made is necessary or convenient to carry out and effectuate the purpose of the Act.

202. Authorization for Issuance of Bonds and Obligation of University. In order to provide sufficient funds for the UConn 2000 Infrastructure Improvement Program, Bonds of the University are hereby authorized to be issued without limitation as to amount except as herein provided or as may be limited by law and the Bonds shall be issued subject to the terms, conditions and limitations established in this Indenture and the Act.

It is hereby expressly provided that the Bonds shall be general obligations of the University for the payment of which, in accordance with their terms, the full faith and credit of the University are hereby pledged and are payable out of any revenues or other assets, receipts, funds or moneys of the University, subject only to any agreements permitted by the Act and this Indenture with the holders of particular notes or bonds pledging any particular revenues, assets, receipts, funds or moneys. All Bonds issued hereunder shall be additionally secured and entitled to the benefit of the continuing pledge of and lien on the Trust Estate created by this Indenture and the covenants of the University and the State contained herein to secure the full and final payment of the principal, or Redemption Price, if applicable, thereof and the interest thereon. Bonds issued hereunder shall not be deemed to constitute a debt or liability of the State or any municipality thereof or a pledge of the faith and credit of the State or of any such municipality and the Bonds, Notes, Swaps, obligations of the University under a Swap Facility or **Bond Facility**, Reimbursement Obligations, Swap Payments and Termination Payments or other similar obligations of or payments by the University issued or incurred shall not constitute a debt or liability issued or guaranteed by or otherwise of the State within the meaning of Section 3-21 of the General Statutes of the State, except the amount required by the Act to be so included. All

Bonds shall contain on the face thereof a statement to the effect that the Bonds shall not constitute a debt or liability of the State or any municipality or any political subdivision of the State but shall be payable solely from the resources of the University described in and pursuant to this Indenture under which they are issued.

203. Provisions for Issuance of Bonds.

The Supplemental Indenture authorizing the issuance of Bonds must specify or provide for all of the following matters:

- (1) The authorized principal amount of said Series of Bonds;
- (2) The purposes for which such Series of Bonds are being issued, which shall be one or more of the purposes of the Act;
- (3) The date or dates of issue, maturity date or dates and amounts of each maturity of the Bonds of said Series which maturities shall not exceed five (5) years for equipment and library collections and not exceed thirty (30) years for any other purpose under the UConn 2000 Infrastructure Improvement Program;
- (4) The interest rate or rates, or the manner of determining such rate or rates of the Bonds of said Series, and the interest payment dates (thereafter each an Interest Payment Date) therefor;
- (5) The denomination or denominations of, and the manner of numbering and lettering, the Bonds of such Series;
- (6) The Paying Agent and, subject to the provisions of Section 802, the place or places of payment of the principal, Sinking Fund Installments, if any, and Redemption Price, if any, of and interest on the Bonds of such Series;
- (7) The Redemption Price or Redemption Prices, if any, and, subject to Article IV, the redemption terms, if any, for the Bonds of such Series;
- (8) The form or forms of the Bonds of such Series (including whether such Bonds shall be issued in book entry only form or definitive form) and the Trustee's certificate of authentication.
- (9) Directions for the application of the proceeds of the Bonds of such Series;
- (10) Any other provisions determined to be necessary, convenient or desirable to better secure the Bonds or to make the Bonds more marketable and which are in the best interests of the University and not in conflict with the provisions of the Act and this Indenture; and
- (11) The provisions relating to a Swap, if any, or Swap Facility for the purpose of moderating interest rate fluctuations in connection with the issuance of the Bonds of

such Series provided, however, in connection with the execution of a Swap related to a Series of Outstanding Bonds or a portion thereof, a Supplemental Indenture authorizing such Swap and identifying such Bonds of such Series to which the Swap relates and otherwise setting forth the applicable provisions of this Section shall be adopted.

204. Conditions Precedent to Delivery of Bonds. All Bonds issued under this Indenture and Supplemental Indentures hereto shall be executed by the University for the original issuance and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the University or upon its order, but only upon receipt by the Trustee of:

(1) a copy of this Indenture and any such Supplemental Indentures, certified by an Authorized Officer of the University;

(2) a copy of the resolution of the Board of Trustees authorizing the UConn Project or UConn Projects to be financed by the proceeds of the Bonds to be issued, certified by an Authorized Officer of the University, and approved by the Governor or not acted upon by the Governor within thirty days of its submission to the Governor;

(3) a copy of the resolution of the State Bond Commission approving the form of this Indenture, certified by the Secretary of the Office of Policy and Management and a copy of the resolution of the State Bond Commission approving any substantive amendment thereof pursuant to Article XI hereof, certified by the Secretary of the Office of Policy and Management.

(4) the written order of the University as to the delivery of such Bonds signed by an Authorized Officer of the University describing such Bonds to be authenticated and delivered, designating the purchaser or purchasers to whom such Bonds are to be delivered, and stating the purchase price of such Bonds;

(5) a Counsel's Opinion dated as of the date of such delivery by the Trustee to the effect that (i) this Indenture and the Supplemental Indenture authorizing the issuance of such Bonds, if any, have been duly and lawfully entered into by the University, are in full force and effect and are valid and binding upon the University and enforceable in accordance with their terms, (ii) this Indenture creates the valid pledge which it purports to create of the moneys, securities and funds held or set aside under this Indenture, subject to the application thereof to the purposes and on the conditions permitted by this Indenture; (iii) upon the execution, authentication and delivery thereof, such Bonds will be duly and validly issued and will constitute valid and binding general obligations of the University entitled to the benefits of this Indenture and such applicable Supplemental Indenture; (iv) the principal amount thereof, together with the principal amount of the bonds, notes and other obligations of the University theretofore authorized and unissued and theretofore authorized, issued and outstanding, will not exceed in aggregate principal amount any limitation thereon imposed by law; (v) with respect to Bonds additionally secured by a pledge of the State Debt Service Commitment, the provision of the Act relating to the State appropriation of all amounts of the State Debt Service Commitment has not been amended, repealed or modified and is in full force and effect and (vi) with

respect to Bonds additionally secured by all or a portion of Assured Revenues other than the State Debt Service Commitment, that the Supplemental Indenture is not in conflict with Section 907 hereof and creates the valid pledge which it purports to create of such Assured Revenues, subject to the application thereof to the purposes and on the conditions permitted by this Indenture and such Supplemental Indenture;

(6) the written approval of the Treasurer of the State, for the issuance and sale of the Bonds or Other Indebtedness issued under this Indenture or execution of a Swap under this Indenture in accordance with the Act;

(7) except in the case of Refunding Bonds, a Certificate of an Authorized Officer of the University stating that the University is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Indenture;

(8) such further documents, opinions, moneys and securities as are required by the provisions of the Act, this Section 205 and Section 206, Article IX, or any Supplemental Indenture adopted pursuant to Article X.

205. Provisions for Refunding Bonds. (A) One or more series of Refunding Bonds may be authenticated and delivered to refund any Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make such deposits as are required by the provisions of the Act and this Indenture.

(B) A series of Refunding Bonds may be authenticated and delivered upon original issuance only upon receipt by the Trustee (in addition to the receipt by it of the documents required by Section 205) of:

(a) Irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds to be refunded on the redemption date, if any, specified in such instructions;

(b) Irrevocable instructions to the Trustee, satisfactory to it, to give the notice provided for in Section 1402 (if applicable) to the Holders of the Bonds being refunded;

(c) One of the following:

(i) moneys in an amount sufficient to effect payment at the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the redemption date, which moneys shall be held by the Trustee or any one or more of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Holders of the Bonds to be refunded, or

(ii) Investment Obligations of the type described in Section 1402, in such principal amounts, of such maturities, bearing such

interest, and otherwise having such terms and qualifications, as shall be necessary to provide moneys in an amount sufficient to effect payment at the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the Redemption Date, which money or Investment Obligations shall be held by the Trustee or any one or more of the Paying Agents in a separate account in trust hereunder, or

(iii) any combination of (i) and (ii) above;

(d) a Certificate of an Authorized Officer containing such additional statements as may be reasonably necessary to show compliance with the requirements of subsection (a), (b), and (c) of this Paragraph; and

(e) with respect to the refunding of any Bonds additionally secured by the State Debt Service Commitment, a Certificate of the Treasurer to the effect that the refunding is reasonably expected, as of the date of such Certificate to achieve, as a result of the sale of the Refunding Bonds issued to refund such Bonds and the investment and application of the proceeds of such sale, net debt service savings.

(C) Any balance of the proceeds of the Bonds of each such Series shall be deposited in such Funds or Accounts as shall be specified in the Supplemental Indenture authorizing such series of Refunding Bonds.

(D) Any amounts received by the University from the State or any other source, which receipt is conditioned upon the use of such amounts by the University for the redemption of any Outstanding Bonds shall be deemed to be and treated as the proceeds of a series of Refunding Bonds and the University shall deliver to the Trustee the documents and moneys or obligations, required by the provisions of subparagraphs (a), (b) and (c) of paragraph (B) of this Section and shall do all other acts and things necessary to accomplish the redemption of such Bonds, in accordance with applicable provisions of this Section.

ARTICLE III

General Terms and Provisions of the Bonds

301. Medium of Payment; Form and Date; Letters and Numbers.

1. The Bonds shall be payable, with respect to interest, principal and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

2. The Bonds shall be issued in the form of fully registered Bonds without coupons. The Bonds shall be in such form as provided in this Indenture substantially as set forth in Exhibit B with such insertions, omissions and variations as may be deemed necessary or appropriate by an Authorized Officer of the University executing the same and as shall be permitted by the Act, this Indenture and the applicable Supplemental Indenture authorizing such Bonds.

3. Each Bond shall be lettered and numbered as provided in this Indenture or the applicable Supplemental Indenture so as to be distinguished from every other Bond.

4. The date of original issuance of each Bond shall be the date as provided in the Supplemental Indenture. Bonds issued in exchange for Bonds of the same Series shall be dated the date of authentication and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (i) such date of authentication precedes the first Interest Payment Date of such Series, in which case such Bonds shall bear interest from the date of original issuance of such Series, or (ii) such date of authentication is an Interest Payment Date, in which case such Bonds shall bear interest from their date of authentication; provided that if, as shown by the records of the Trustee, interest on such Bonds shall be in default, the Bonds issued in lieu of Bonds surrendered for transfer shall bear interest from the date to which interest has been paid in full on the Bonds surrendered.

302. Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom or otherwise, as may be determined by the University prior to the authentication and delivery thereof.

303. Execution and Authentication.

(A) Each Bond shall be executed in the name of the University by the manual or facsimile signature of its President or other Authorized Officer and its corporate seal shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of its President or other Authorized Officer. In case any officer who shall have signed, sealed or attested any of the Bonds shall cease to be such officer before the Bonds so signed, sealed or attested shall have been authenticated and delivered by the Trustee, such Bonds may nevertheless be authenticated and delivered as herein provided as if the person who so signed, sealed or attested such Bonds had not ceased to be such officer. Any Bond may be signed, sealed or attested on behalf of the University by any person who, on the

date of such act, shall hold the proper office, notwithstanding that at the date of such Bond such person may not have held such office.

(B) The Bonds shall bear thereon a certificate of authentication executed manually by the Trustee. No Bond shall be entitled to any right or benefit under this Indenture or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any Bond executed on behalf of the University shall be conclusive evidence that the Bond so authenticated has been duly executed, authenticated and delivered under this Indenture and that the holder thereof is entitled to the benefits hereof.

304. Exchange, Transfer and Registry of Bonds.

1. All the Bonds issued under this Indenture shall be subject to the provisions for registration and transfer contained in this Indenture and in the Bonds. So long as any of the Bonds shall remain Outstanding, the University shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of Bonds; and, upon presentation thereof for such purpose at said office, the University shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Trustee may prescribe, any Bond. So long as any of the Bonds remain Outstanding, the University shall make all necessary provision to permit the exchange of Bonds at the principal corporate trust office of the Trustee.

2. The Bonds shall be transferable only upon the books of the University, which shall be kept for the purpose at the principal corporate trust office of the Trustee, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such registered Bond, the University shall issue in the name of the transferee a new Bond or Bonds of the same aggregate principal amount, tenor and Series and maturity as the surrendered Bond.

3. The registered owner of any Bond or Bonds of one or more denominations shall have the right to exchange such Bond or Bonds for a new Bond or Bonds of any denomination of the same aggregate principal amount, tenor and Series and maturity of the surrendered Bond or Bonds. Such Bond or Bonds shall be exchanged by the University for a new Bond or Bonds upon the request of the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender of such Bond or Bonds together with a written instrument requesting such exchange satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney.

4. The University and each Fiduciary may deem and treat the person in whose name any Bond shall be registered upon the books of the University as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of

the sum or sums so paid, and neither the University nor any Fiduciary shall be affected by any notice to the contrary. The University agrees to indemnify and save each Fiduciary harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence under this Indenture, in so treating such registered owner.

305. Regulations with Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the University shall execute and the Trustee shall authenticate and make available for delivery Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchanges or transfers shall forthwith be cancelled by the Trustee. For every such exchange or transfer of Bonds, whether temporary or definitive, the University or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and, except (i) with respect to the delivery of definitive Bonds in exchange for temporary Bonds, (ii) in the case of a Bond issued upon the first exchange or transfer of a Bond or Bonds surrendered for such purpose within 60 days after the first authentication and delivery of any of the Bonds of the same Series, or (iii) as otherwise provided in this Indenture, may charge a sum sufficient to pay the cost of preparing each new Bond issued upon such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Neither the University nor the Trustee shall be required (a) to register, transfer or exchange Bonds of any Series for a period of fifteen days next preceding an interest payment on the Bonds of such Series or next preceding any selection of Bonds to be redeemed or thereafter until after the first mailing of any notice of redemption; or (b) to register, transfer or exchange any Bonds called for redemption.

306. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the University shall execute, and thereupon the Trustee shall authenticate and make available for delivery, a new Bond of like Series, tenor, maturity and principal amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Trustee of evidence satisfactory to the University and the Trustee that such Bond has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the University and the Trustee with indemnity satisfactory to them and complying with such other reasonable regulations as the University and the Trustee may prescribe and paying such expenses as the University and Trustee may incur. All Bonds so surrendered to the Trustee shall be promptly cancelled by it. Any such new Bonds issued pursuant to this Section in substitution for Bonds alleged to be destroyed, stolen or lost shall constitute original additional contractual obligations on the part of the University, whether or not the Bonds so alleged to be destroyed, stolen or lost be at any time enforceable by anyone, and shall be equally secured by and entitled to equal and proportionate benefits with all other Bonds issued under this Indenture, in any moneys or securities held by the University or the Fiduciary for the benefit of the Bondholders.

307. Preparation of Definitive Bonds; Temporary Bonds.

1. The definitive Bonds of each Series shall be lithographed or printed on steel engraved borders unless such Series of Bonds shall then be authorized to be issued in book-entry only form. Bonds of a Series authorized to be issued in book-entry only form may be printed in any manner determined by an Authorized Officer of the University. Until the definitive Bonds of any Series are prepared, the University may execute, in the same manner as is provided in Section 303, and, upon the request of the University, the Trustee shall authenticate and make available for delivery, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds except as to the denominations thereof and as to exchangeability for registered Bonds, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the University, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The University at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds for exchange and the cancellation of such surrendered temporary Bonds, the Trustee shall authenticate and, without charge to the Holder thereof, make available for delivery in exchange therefor, definitive Bonds of the same aggregate principal amount, tenor and Series and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this Indenture.

2. If the University shall authorize the issuance of temporary Bonds in more than one denomination, the Holder of any temporary Bond or Bonds may, at his option, surrender the same to the Trustee in exchange for another temporary Bond or Bonds of like aggregate principal amount and Series and maturity of any other authorized denomination or denominations, and thereupon the University shall execute and the Trustee shall authenticate and, in exchange for the temporary Bond or Bonds so surrendered and upon payment of the taxes, fees and charges provided for in Section 305, shall make available for delivery a temporary Bond or Bonds of like aggregate principal amount, tenor, Series and maturity in such other authorized denomination or denominations as shall be requested by such Holder.

3. All temporary Bonds surrendered in exchange either for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be promptly cancelled by the Trustee.

ARTICLE IV

Redemption of Bonds

401. **Privilege of Redemption and Redemption Price. Bonds.** subject to redemption prior to maturity pursuant to the provisions of this Indenture shall be redeemable, upon notice as provided in this Article IV, at such times, at such Redemption Prices and upon such terms as specified herein.

402. **Redemption at the Election or Direction of the University.** In the case of any redemption of Bonds other than as provided in Section 403, Bonds may be redeemed at the option of the University if authorized herein or in a Supplemental Indenture. In exercising such option, the University shall give written notice to the Trustee of its election or direction so to redeem, (i) of the redemption date, (ii) of the Series, (iii) of the principal amounts of the Bonds of each maturity of such Series to be redeemed (which Series, maturities and principal amounts thereof to be redeemed shall be determined by the University in its sole discretion, subject to any limitations with respect thereto contained in this Indenture or Supplemental Indenture) and of the moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least thirty-five (35) days prior to the redemption date. In the event notice of redemption shall have been given as in Section 405 provided, the Trustee, if it holds the moneys to be applied to the payment of the Redemption Price, or otherwise the University, shall, on or prior to the redemption date, pay to the Trustee and the appropriate Paying Agent or Paying Agents an amount in cash which, in addition to other moneys, if any, available therefor held by the Trustee and such Paying Agent or Paying Agents, will be sufficient to redeem, on the redemption date at the Redemption Price thereof, together with interest accrued to the redemption date, all of the Bonds to be redeemed. The University shall promptly notify the Trustee in writing of all such payments made by the University to a Paying Agent.

403. **Redemption Other Than at University's Election or Direction.** Whenever by the terms of this Indenture the Trustee is required to redeem Bonds other than at the election or direction of the University, the Trustee shall (i) select the Bonds to be redeemed as provided in Section 404 of this Indenture, (ii) give the notice of redemption and (iii) pay the Redemption Price thereof, together with interest accrued to the redemption date, to itself and the appropriate Paying Agents in accordance with the terms of this Article IV.

404. **Selection of Bonds to Be Redeemed by Lot.** In the event of redemption of less than all the Outstanding Bonds of like Series and maturity, the Trustee shall assign to each such Outstanding registered Bond a distinctive number for each \$5,000 of the principal amount of such Bond and shall select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to such registered Bonds as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the registered Bonds which were assigned the numbers so selected; provided, however, that only so much of the principal amount of each such registered Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. For the purposes of this Section 404, Bonds which have been selected by lot for redemption shall not be deemed Outstanding.

405. Notice of Redemption. When the Trustee shall receive notice from the University of its election or direction to redeem Bonds pursuant to Section 402, or when redemption of Bonds is required by this Indenture pursuant to Section 403, the Trustee shall give notice, in the name of the University, of the redemption of such Bonds, by first-class mail, postage prepaid to the registered owners of Bonds of the Series which are to be redeemed, at their last known addresses, if any, appearing on the registration books of the University at least 30 days but not more than 60 days prior to the redemption date and a second notice of redemption shall be sent by registered or certified mail at such address to any registered owner who has not submitted his Bonds to the Trustee or Paying Agent for payment on or before the date sixty days following the date fixed for redemption. Such notices shall specify the Series and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of registered Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable.

The Trustee shall promptly certify to the University that it has mailed or caused to be mailed such notice to such Bondholders, and such certificate shall be conclusive evidence that such notice was given in the manner required hereby. The failure of any such owner to receive notice shall not affect the validity of the proceedings for the redemption of Bonds. If directed in writing by the University, the Trustee shall give notice also by publication once a week for at least two (2) successive weeks in an Authorized Newspaper, the first such publication to be not less than thirty (30) days or more than sixty (60) days prior to the redemption date. In case, by reason of the temporary or permanent suspension of publication of any newspaper, or by reason of any other cause, it shall be impossible to make publication of any required notice as herein provided, then such publication or other notice in lieu thereof as shall be made with the approval of the Trustee shall constitute a sufficient publication of such notice, provided that such publication or other notice shall, so far as may be possible, approximate the terms and conditions of the publication in lieu of which it is given.

The Trustee shall also send any required notice of redemption by first-class mail, postage prepaid to certain municipal registered Securities Depositories which are known to the Trustee to be holding Bonds of such Series and to at least two of the national Information Services that disseminate securities redemption notices at least 30 but no more than 45 days prior to the date fixed for redemption; provided that neither failure to receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Series of Bonds.

406. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 405, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued

and unpaid to the redemption date, and, upon presentation and surrender thereof at the offices specified in such notice, together with a written instrument of transfer duly executed by the registered owner or his duly authorized attorney, such Bonds, or portions thereof, shall be paid at the Redemption Price plus interest accrued and unpaid to the redemption date. All interest installments which shall have matured on or prior to the redemption date shall continue to be payable to the registered owner. If there shall be drawn for redemption less than all of a Bond, the University shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, at the option of the owner thereof, Bonds of like Series and maturity in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to the redemption date, shall be held by the Trustee and Paying Agents so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date, interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and, except with respect to any mandatory redemption, shall not be deemed to be in default hereunder.

ARTICLE V

Application of Bond Proceeds

501. Application of Bond Proceeds.

Except as otherwise expressly provided in this Indenture, proceeds of Bonds, upon their issuance, sale and delivery, shall be deposited in the Funds, Accounts or sub-accounts of the University in accordance with the provisions of the Supplemental Indenture authorizing the issuance of such Bonds and shall be expended solely for the purposes for which amounts in said Funds, Accounts or sub-accounts, respectively, may be expended in accordance with the provisions of this Indenture.

Accrued interest, if any, received upon the delivery of any Bonds and the amount received as a net premium over the principal amount of such Bonds, if any, upon delivery of such Bonds shall be deposited in the Costs of Issuance Account or otherwise, as set forth in the Supplemental Indenture.

The proceeds of sale of the Bonds of a series of Refunding Bonds shall be deposited in the Redemption Fund or shall be applied as otherwise provided in the Supplemental Indenture authorizing the issuance of such Bonds.

ARTICLE VI

Establishment of Funds and Application Thereof

601. **Pledge Effected by Indenture.** The Trust Estate is hereby pledged to secure the payment of the principal or Redemption Price, if any, and the interest on the Bonds (including the Sinking Fund Installments for the retirement thereof) in accordance with their terms and the provisions of this Indenture permitting the application or release thereof for or to the purposes and on the terms and conditions herein set forth. In accordance with the Act, and pursuant to each Supplemental Indenture authorizing Bonds to be additionally secured by the State Debt Service Commitment, the amount of the State Debt Service Commitment in each fiscal year shall be pledged for the punctual payment of the Special Debt Service Requirements on such Bonds as the same arise and shall become due and payable. The pledges made or provided for in this Section pursuant to Section 8 of the Act is and shall be deemed a statutory lien as provided in subsection (2) of section 42a-9-102 of the General Statutes of the State and shall be valid and binding from the date hereof; the revenues, receipts, moneys or funds so pledged and hereafter received by the University shall immediately be subject to the lien of such pledge without any physical delivery thereof or further act and the lien of any pledge made hereunder shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise against the University, irrespective of whether such parties have notice thereof.

602. **Establishment of Funds and Accounts.** The University hereby establishes and creates the following funds and accounts to be held by the Treasurer, the University or the Trustee as set forth opposite such Fund or Account:

- (1) Bond Proceeds Fund
 - (a) Construction Account - Trustee
 - (b) Costs of Issuance Account - Treasurer
- (2) Debt Service Fund - Trustee
 - (i) Interest Account
 - (ii) Principal Installment Account
- (3) Renewal and Replacement Fund - University
- (4) Redemption Fund - Trustee

The University reserves the right and power, subject to this Indenture, to establish additional funds, accounts and sub-accounts hereunder. All funds, accounts and sub-accounts created under this Indenture, in addition to other funds, accounts or sub-accounts from time to time established hereunder, shall be held and maintained by the Treasurer, the Trustee or the University in accordance with the terms of this Indenture.

603. **Bond Proceeds Fund.** Subject to Section 501, there shall be deposited into the Bond Proceeds Fund the proceeds of all Bonds issued under this Indenture.

a. Construction Account. (1) Within the Bond Proceeds Fund the Trustee shall maintain a separate account designated "Construction Account".

(2) Monies in the Construction Account shall be expended only for the UConn 2000 Infrastructure Improvement Program, subject to the provisions of this Section of this Indenture.

(3) Except as may be limited by the purposes for which a Series is issued as set forth in this Indenture or in the Supplemental Indenture authorizing any such Series, amounts in the Construction Account shall be expended by the University from time to time only to payments:

(a) for the financing of UConn 2000 Projects for the UConn 2000 Infrastructure Improvement Program,

(b) of principal, redemption price, if any and interest when due (whether at the maturity of principal or the due date of interest or upon redemption) on any Notes of the University,

(c) to the State, of monies paid or advanced by the State, to the University and used by the University for the UConn 2000 Infrastructure Improvement Program,

(d) to the University, of monies paid or advanced by the University and used by the University for the UConn 2000 Infrastructure Improvement Program,

(e) to the extent that other monies are not available, of Principal Installments of and interest on Bonds when due, and

(f) to any other valid purpose of the University under the Act.

(4) There shall be paid into the Construction Account the amounts required to be so paid by the provisions of this Indenture or any Supplemental Indenture, and there may be paid by the University into the Construction Account any moneys received by the University from any other source, unless required to be otherwise applied as provided by this Indenture or any Supplemental Indenture. The University may establish within the Construction Account separate sub-accounts for UConn 2000 Phase I Projects, for UConn 2000 Phase II Projects and for UConn 2000 Phase III Projects and a sub-account for proceeds of Special Eligible Gifts, each of which shall be maintained by the Trustee.

(5) The University is further authorized and directed to order each disbursement from the Construction Account upon a certification filed with the Treasurer and Trustee, signed by an Authorized Officer of the University. Such certification shall (i) state the requisition number, (ii) specify the Project and the nature of each item or category of cost and certify the same to be correct and proper under this Section and that such item or category of cost has been properly paid or incurred as a cost of the Project and, pursuant to Section 910 hereof, is

consistent with the covenant of the University respecting tax exempt obligations and any Tax Regulatory Agreement with respect thereto, (iii) certify that none of the items or categories for which the certification is made has formed the basis for any disbursement theretofore made from the Construction Account, (iv) certify that the payee and amount stated with respect to each item in the certification are correct and that such item is due and owing, and (v) specify the name and address of the person to whom payment is due or has been made.

(6) The proceeds of insurance maintained pursuant to this Indenture against physical loss of or damage to each Project, or of contractors' performance bonds with respect to each Project, received during the period of construction thereof, shall be paid into the appropriate sub-account in the Construction Fund or, subject to the Tax Regulatory Agreement, into the Debt Service Fund, as the case may be.

(7) If the University has established with the Trustee separate subaccounts, then the completion of construction of UConn 2000 Phase I Projects and UConn 2000 Phase II Projects, as the case may be, shall be evidenced by a certificate of an Authorized Officer of the University filed with the Treasurer and Trustee stating the date of such completion and the amount, if any, estimated to be required for the payment of any remaining part of the costs of any UConn 2000 Phase I Projects or UConn 2000 Phase II Projects, as the case may be, financed by Bonds. Upon the filing of such certificate, any balance in the separate sub-account in the Construction Account established for UConn 2000 Phase I Projects in excess of the amount, if any, stated in such certificate shall, upon written direction of the University, be applied to the Cost of Construction of any UConn 2000 Phase II Project or UConn 2000 Phase III Projects, as the case may be, or be deposited in the Redemption Fund and applied to the purchase or redemption of Bonds pursuant to Section 4.07 herein.

(8) Pursuant to a Supplemental Indenture, the University may, from time to time, deposit any amounts of Special Eligible Gifts into the Construction Account and may pledge the amounts thereof as additional security for other Indebtedness issued as Bonds hereunder.

b. Costs of Issuance Account. Within the Bond Proceeds Fund is a Costs of Issuance Account created pursuant to Section 602 of this Indenture and shall be maintained by the Treasurer. There shall be deposited in the Costs of Issuance Account (i) all moneys required to be deposited therein both pursuant to this Indenture and pursuant to a Supplemental Indenture under which Bonds are issued and (ii) all other moneys of the University available therefore, as determined by the University. The Treasurer in consultation with the University shall apply amounts in the Costs of Issuance Account to pay the Costs of Issuance incurred in connection with the authorization, issuance and delivery of the corresponding Bonds.

After payment of all Costs of Issuance on the Bonds, any interest earnings in the Bond Proceeds Fund remaining shall be remaining amounts and credited to the General Fund of the State and, prior thereto, any such amounts shall be credited to such fund or account thereof as shall be necessary to comply with the Tax Regulatory Agreement and Section 910 hereof and, upon determination of the Treasurer, to meet an expenditure exception to the rebate requirement of the Code.

c. Amounts in the Construction Account may be invested by the Trustee, at the direction of the University with the consent of the Treasurer and amounts in the Costs of Issuance Account may be invested by the Treasurer, each in obligations permitted for State general obligation bonds pursuant to paragraph (f) of Section 3-20 of the General Statutes to the extent same are Investment Obligations and maturing in such amounts and at such times as may be necessary to provide funds when needed to pay the costs to which such moneys are applicable provided, however, interest earnings thereon shall be transferred to the Costs of Issuance Account. Pursuant to Section 17(b) of the Act the Treasurer shall establish such requirements for compliance with Code, including the execution of a Tax Regulatory Agreement in order for the University to comply with Section 910 hereof.

604. Debt Service Fund. In order to provide for the punctual payment of Principal Installments and interest on the Bonds, the University shall pay to the Trustee from Assured Revenues the Debt Service Fund Requirement for deposit in the Debt Service Fund and, consistent with Sections 909(B) and 914 hereof and the Act, with respect to Bonds additionally secured by the State Debt Service Commitment, shall rely on the amount of the State Debt Service Commitment applicable to the Debt Service Fund Requirement being directly deposited into the Debt Service Fund on or before 12 Noon, Hartford, Connecticut time on the Interest Payment Date with respect to interest on such Bonds and on the Principal Installment Date with respect to Principal or Sinking Fund Installments on such Bonds by the Treasurer, such amounts having been appropriated out of the resources of the General Fund of the State, as part of the contract of the State with the Bondholders of the Bonds additionally secured by the State Debt Service Commitment by Section 5(c) of the Act.

(A) The Trustee shall pay out of the Interest Account of the Debt Service Fund to the respective Paying Agents for any Bonds (i) on or before each Interest Payment Date, the amounts required for the payment of interest on Outstanding Bonds and Swap Payments due on such date and (ii) on or before the Redemption Date or date of purchase, the amounts required for the payment of accrued interest on Bonds redeemed or purchased for retirement, unless the payment of such accrued interest shall be otherwise provided for, and in each such case, such amounts shall be applied by such Paying Agents to such payments.

(B) The Trustee shall pay out of the Principal Installment Account of the Debt Service Fund to the respective Paying Agents on or before each Principal Installment Date the amounts required for the payment of principal due on Outstanding Bonds on such date and such amounts shall be applied by the Paying Agents to such payments.

(C) The amount accumulated in the Principal Installment Account for each Sinking Fund Installment may, and if so directed by the University shall, be applied (together with amounts accumulated in the Interest Account with respect to interest on Bonds for which such Sinking Fund Installment was established) by the Trustee prior to the forty-fifth day preceding the due date of such Sinking Fund Installment as follows:

(1) to the purchase of Bonds of the maturity for which such Sinking Fund Installment was established, at prices (including any brokerage and other charges) not exceeding the Redemption Price for such Bonds when such Bonds

are redeemable by application of such Sinking Fund Installment plus unpaid interest accrued to the date of purchase, such purchases to be made in such manner as the Trustee shall determine; or

(2) to the redemption, pursuant to Article IV, of such Bonds then redeemable by their terms at the Redemption Price referred to in clause (1) hereof.

(D) Upon the purchase or redemption of any Bond pursuant to subsection (C) of this Section, an amount equal to the principal amount of the Bond so purchased or redeemed shall be credited toward the next Sinking Fund Installment thereafter to become due and the amount of any excess of the amounts so credited over the amount of such Sinking Fund Installment shall be credited against future Sinking Fund Installments in direct chronological order. The portion of any Sinking Fund Installment remaining after the crediting thereto of any such amounts and of any amounts to be credited thereto as provided in subsection (G) of this Section (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of calculating Sinking Fund Installment due on a future date.

(E) As soon as practicable after the forty-fifth day preceding the due date of any such Sinking Fund Installment, the Trustee shall proceed to call for redemption pursuant to Section 403, on such due date, Bonds of the maturity for which such Sinking Fund Installment was established in such amount as shall be necessary to complete the retirement of the principal amount specified for such Sinking Fund Installment of the Bonds of such maturity. The Trustee shall so call such Bonds for redemption whether or not it then has moneys in the Principal Installment Account sufficient to pay the applicable Redemption Price thereof on the Redemption Date. The Trustee shall pay out of such Principal Installment Account to the appropriate Paying Agents on the day preceding each such Redemption Date the amount required for the redemption of the Bonds so called for redemption, and such amount shall be applied by such Paying Agents to such redemption.

(F) The University may, from time to time, by written instructions direct the Trustee to make purchases under subsection (C) above only upon receipt of tenders after published notice. The University may specify the length of notice to be given and the dates on which tenders are to be accepted or may authorize the Trustee to determine the same in its discretion. All such tenders shall be sealed proposals and no tenders shall be considered or accepted at any price exceeding the price specified hereunder for the purchase of Bonds. The Trustee shall accept bids with the lowest price and if the moneys available for purchase pursuant to such tenders are not sufficient to permit acceptance of all tenders and there shall be tenders at any equal price above the amount of moneys available for purchase, then the Trustee shall select by lot, in such manner as the Trustee shall determine in its discretion, the Bonds tendered which shall be purchased. No purchase of Bonds, either on tenders or otherwise, shall be made by the Trustee within the period of forty-five days next preceding any date on which such Bonds are subject to redemption.

(G) If at any time Bonds of any Series or maturity for which Sinking Fund Installments shall have been established are purchased or redeemed other than pursuant to this

Article, the University may from time to time and at any time by written notice to the Trustee, specify the portion, if any, of such Bonds so purchased or redeemed and not previously applied as a credit against any Sinking Fund Installment which are to be credited against future Sinking Fund Installments. Such notice shall specify the amounts of such Bonds to be applied as a credit against such Sinking Fund Installment or Installments and the particular Sinking Fund Installment or Installments against which such Bonds are to be applied as a credit; provided, however, that none of such Bonds may be applied as a credit against a Sinking Fund Installment to become due less than 30 days after such notice is delivered to the Trustee. All such Bonds to be applied as a credit shall be surrendered to the Trustee for cancellation on or prior to the due date of the Sinking Fund Installment against which they are being applied as a credit. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installments for the purpose of calculation of Sinking Fund Installments due on a future date.

605. [Reserved].

606. Renewal and Replacement Fund.

(A) The University shall provide from time to time for deposit of amounts into the Renewal and Replacement Fund so that the amounts therein equals the Renewal and Replacement Requirement.

(B) The University is hereby authorized to apply the amounts in the Renewal and Replacement Fund to the payment or reimbursement of the extraordinary expenses incurred for the rebuilding, replacement, relocating, repair and restoration of any UConn 2000 Project financed by the University under this Indenture and other facilities forming part of the physical university plant so to permit the University to operate and maintain the physical university plant in sound operating condition.

(C) The University is further authorized and directed to issue its checks for each disbursement from the Renewal and Replacement Fund and within ten (10) days thereof file a certification with the Trustee, signed by an Authorized Officer of the University. Such certification shall (i) state the certification number, (ii) specify the renewal Project and the nature of each item or category of cost and certify the same to be correct and proper under this Section and that such item or category of cost has been properly paid or incurred as a cost of the renewal Project, (iii) certify that none of the items or categories for which the certification is made has formed the basis for any disbursement theretofore made from the Renewal and Replacement Fund, (iv) certify that the payee and amount stated with respect to each item in the certification are correct and that such item is due and owing, and (v) specify the name and address of the person to whom payment is due or has been made.

607. Redemption Fund.

(A) The Trustee shall establish in the Redemption Fund a separate Series account for the Bonds of each Series.

(B) Any monies which are required or permitted to be deposited into a Series established as aforesaid, of the Redemption Fund pursuant to this Indenture shall be set up as such sub-account. Upon deposit of such monies in any such Series account or within 60 days thereafter, the University may give written direction to the Trustee signed by an Authorized Officer, of the Redemption Date, of the maturity or maturities of the Bonds of such Series to be purchased or redeemed and of the principal amounts of each maturity or maturities to be purchased or redeemed, subject to any limitations with respect thereto contained in this Indenture and the Supplemental Indenture authorizing such Series.

(1) Monies so held in each such separate account by the Trustee shall be available for the purchase or retirement of Bonds of the Series in respect of which such account was created as follows:

The Trustee shall promptly apply such monies to the purchase of Bonds of such Series of any maturity or maturities of the Series in respect of which such account was created, as may be directed by an Authorized Officer in the manner provided in this paragraph (B) and in such order or priority and subject to any limitations and permissions with respect thereto contained in this paragraph or the applicable Supplemental Indenture at the most advantageous price obtainable with reasonable diligence, whether or not such Bonds shall then be subject to redemption, such price, however, not to exceed the Redemption Price applicable by operation of the Redemption Fund which would be payable on the next ensuing Redemption Date on which Bonds of the Series so purchased are redeemable according to their terms. Unless otherwise directed by an Authorized Officer as aforesaid and subject to the other limitations set forth in the preceding sentence the Trustee may purchase any Bonds of such Series. The Trustee shall pay the interest accrued on Bonds so purchased to the date of delivery thereof to the Trustee from the Interest Account and the balance of the purchase price from the applicable Account established within the Redemption Fund, as hereinabove provided, but no such purchase shall be made by the Trustee within the period of forty-five (45) days next preceding a date on which such Bonds are subject to redemption under the provisions of the Supplemental Indenture authorizing the issuance thereof.

In the event the Trustee is able to purchase a principal amount equivalent to the sum of the deposits in the Account as provided in this paragraph of Bonds for such Series account in accordance with and under the foregoing provisions of this paragraph (B) at a purchase price less than the sum of such deposits to such Account, excluding the applicable transfers from the Interest Account, upon the payment by the Trustee of the purchase price of such Bonds, the University shall direct the Trustee to transfer the balance of monies remaining in such Account to, and deposit the same in the Debt Service Fund.

(2) In the event the Trustee is unable to purchase Bonds of a Series in accordance with and under the foregoing provisions of this paragraph, and there is \$100,000 or more in the Account established for such Series of Bonds, the Trustee shall call for redemption on the next ensuing Redemption Date such amount of Bonds of such maturity or maturities of the Series in respect of which such Account was created as may be directed by an Authorized

Officer in the manner provided in this paragraph (B) and in such order or priority and subject to any limitations and permissions with respect thereto contained in this paragraph or the applicable Supplemental Indenture, as at the Redemption Price applicable by operation of the Redemption Fund in the next ensuing Redemption Date, will exhaust said Account as nearly as may be. Unless otherwise directed by an Authorized Officer as aforesaid and subject to the other limitations set forth in the preceding sentence the Trustee shall redeem Bonds of such Series in inverse order of their maturities and by lot within a maturity. Such redemption shall be made pursuant to the provisions of Article IV hereof. The Trustee shall pay the interest accrued on the Bonds so redeemed to the date of redemption from the Interest Account and the Redemption Price from the applicable Account.

(C) Except as otherwise required in paragraph (B) hereof, and subject to the provisions of any Supplemental Indenture directing or permitting the application of any part of the monies in the Redemption Fund to the purchase or redemption of Bonds of any particular Series, and to the redemption provisions of the Bonds, amounts in the Redemption Fund shall be applied by the Trustee to the purchase or redemption of Bonds (accrued interest on such Bonds to be provided out of the Interest Account), provided however, the University shall direct the selection of the Bonds to be purchased and the purchase price thereof, within the limits provided by law, and the amount and date of redemption of the Bonds to be redeemed, so as to apply amounts in said Sub-Account to such purposes as rapidly as in its judgment is reasonably practicable. Such purchases shall be made in such manner as the Trustee shall determine and such redemption shall be made in the manner provided in Article IV.

(D) The University may, from time to time, by written instruction direct the Trustee to make purchases under paragraphs (B) and (C) above only after receipt of tenders after published notice. The University may specify the length of notice to be given and the dates on which tenders are to be accepted. All such tenders shall be sealed proposals and no tenders shall be considered or accepted at any price exceeding the price specified under paragraphs (B) and (C) above for the purchase of Bonds. The Trustee shall accept bids with the lowest price and if the monies available for purchase pursuant to such tenders are not sufficient to permit acceptance of all tenders and there shall be tenders at an equal price above the amount of monies available for purchase then the Trustee shall select by lot, in such manner as the Trustee shall determine in its discretion, the Bonds tendered which shall be purchased. No purchase of Bonds, either on tenders or otherwise, shall be made by the Trustee within the period of forty-five (45) days next preceding any date on which such Bonds are subject to redemption.

(E) Upon any purchase or redemption of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established other than by application of Sinking Fund Installments, an amount equal to the applicable Redemption Prices thereof (as specified below) shall be credited toward a part or all of any one or more of such Sinking Fund Installments, as directed by the University, or, failing such direction by the 15th day of the second month preceding the date of the applicable Sinking Fund Installment, toward such Sinking Fund Installments in inverse order of their due dates. Such applicable Redemption Prices shall be the respective Redemption Prices which would be applicable upon the redemption of such Bonds from the respective Sinking Fund Installments on the due dates thereof. The portion of any such Sinking Fund Installment remaining after the deduction of any

such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of the calculation of Principal Installments due on a future date.

(F) Amounts in the Redemption Fund may, and at the direction of the University shall, be invested in Investment Obligations maturing not later than five days prior to the date when such monies must be applied to the purchase or redemption of Bonds in accordance with Article IV.

(G) The University may direct the Trustee to withdraw amounts in the Redemption Fund which constitute interest earned and gains realized by the investments of monies held in the Redemption Fund and the Trustee shall forthwith deposit the amount so withdrawn, as Assured Revenues into the Debt Service Fund.

(H) With respect to any Bonds additionally secured by the State Debt Service Commitment, no redemption, purchase or investment under this Section shall be effective without the consent of the Treasurer.

ARTICLE VII

Investment of Funds

701. Investment of Funds and Accounts held by Trustee.

(1) Except as otherwise set forth in Sections 607 and 1401, the Trustee shall upon direction of the University in writing, signed by an Authorized Officer, deposit monies or cause monies to be deposited from any fund or account held by the Trustee, in Investment Obligations, or may make other similar banking arrangements, with itself or a member bank or banks of the Federal Reserve System or banks the deposits of which are insured by the Federal Deposit Insurance Corporation and which are permitted by State law to be a depository of public funds; provided that each such Investment Obligation or other similar banking arrangement shall permit the monies so placed to be available for use at the times provided with respect to the investment or reinvestment of such monies; and provided further, that all monies in such other similar banking arrangement shall be continuously and fully secured by direct obligations of the United States of America or of the State or obligations the principal and interest of which are guaranteed by the State or the United States of America, of a market value equal at all times to the amount of the other similar banking arrangement; provided further, however, with respect to amounts of the State Debt Service Commitment deposited in the Debt Service Fund, Investment Obligations shall include only those defined in (i) thereof or such similar banking arrangements secured as heretofore described and effective only with the consent of the Treasurer. Other similar banking arrangements shall include repurchase agreements of banks, trust companies or investment banking institutions, which require the deposit of the collateral security as described above with the Trustee; such collateral to be evaluated at least once a week.

(2) Except as otherwise provided for in this Indenture: Obligations purchased as an investment of monies in any fund or account held by the Trustee under the provisions of

this Indenture shall be deemed at all times to be a part of such fund or account and the income or interest earned, gains realized or losses suffered by a fund or account due to the investment thereof shall be retained in, credited or charged, as the case may be, to such fund or account.

(3) Except as otherwise provided in this Indenture, the Trustee shall sell at the best price obtainable, or present for redemption or exchange, any obligation purchased by it as an investment pursuant to this Indenture whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the fund or account for which such investment was made. The Trustee shall advise the University in writing, on or before the twentieth day of each calendar month, of the details of all investments held for the credit of each fund and account in its custody under the provisions of this Indenture as of the end of the preceding month.

(4) The Trustee and University shall not permit the deposit of any monies with any Depository, other than the Trustee, in an amount exceeding fifteen per centum (15%) of the amount which an officer of such Depository shall certify to the Trustee and University as the combined capital and surplus of such Depository provided, however, such provision shall not apply or be construed to apply as a restriction on investments in Investment Obligations.

702. Liability of Trustee for Investments. The Trustee shall not be liable or responsible for the making of any investment decision authorized by the provisions of this Article, in the manner provided in this Article, or for any loss resulting from any such investment decision. Notwithstanding any other provision to the contrary hereunder, the Trustee shall, however, be liable for the unexplained loss of funds or securities in its custody and its own negligence, default or misconduct in acting hereunder, and shall in the course of fulfilling its duties and responsibilities hereunder, hold, the moneys and securities in the funds and accounts hereunder with the same care as it uses in respect of its own similar property and in accordance with the standard of care required by law of a fiduciary acting as a trustee.

ARTICLE VIII

The Trustee and the Paying Agents

801. Appointment and Acceptance of Duties of Trustee. (A) The Trustee so named in the definition of Trustee is hereby appointed as Trustee. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by executing this Indenture. All provisions of this Article shall be construed as extending and including all the rights, duties and obligations imposed upon the Trustee under this Indenture.

(B) The Trustee is hereby vested with all the rights, powers and duties of a Trustee permitted to be appointed by Bondholders pursuant to the Act and the right of Bondholders to appoint a trustee pursuant to the Act is hereby abrogated as permitted by the Act.

802. Appointment and Acceptance of Duties of Paying Agents. The Trustee is hereby appointed as Paying Agent on the Initial Bonds. The University may provide for one or more Paying Agents for the Bonds in the Supplemental Indenture authorizing such Bonds or may appoint such Paying Agent or Paying Agents by a certificate of an Authorized Officer executed

prior to the authentication and delivery of such Bonds, and may at any time or from time to time appoint one or more other Paying Agents in the manner and subject to the conditions set forth in Section 812 for the appointment of a successor Paying Agent. The Trustee may be appointed to act as Paying Agent notwithstanding that it may then be acting in the capacity of Trustee.

Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by written instrument of acceptance deposited with the University and the Trustee.

The corporate trust offices of the Paying Agents are hereby designated as the respective agents of the University for the payment of the interest on and principal or Redemption Price of the Bonds, except that interest on all registered Bonds and the principal and Redemption Price of all registered Bonds shall be payable at the corporate trust office of the Trustee.

803. Indemnity. The Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under this Indenture, or to enter any appearance in or in any way defend any suit in which it may be made defendant, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all reasonable costs and expenses, outlays, and counsel fees and other disbursements, and against all liability not due to its willful misconduct, gross negligence or bad faith.

804. Responsibilities of Trustee and Paying Agents. (A) The recitals of fact herein and in the Bonds shall be taken as the statements of the University and neither the Trustee nor any Paying Agent assumes any responsibility for the correctness of the same. Neither the Trustee nor any Paying Agent shall be deemed to make any representations as to the validity or sufficiency of this Indenture or of any Bonds issued hereunder or in respect of the security afforded by this Indenture, and neither the Trustee nor any Paying Agent shall incur any responsibility in respect thereof. Neither the Trustee nor any Paying Agent shall be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the University.

(B) Neither the Trustee nor any Paying Agent shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Except as otherwise set forth in Section 702 hereof, neither the Trustee nor any Paying Agent shall be liable in connection with the performance of its duties hereunder except for its own negligence, misconduct or unexcused default or unexplained disappearance of funds or securities in its custody. Neither the Trustee nor any Paying Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any one of the others.

805. Evidence on Which Fiduciaries May Act. The Trustee and any Paying Agent shall be protected in acting upon any notice, direction, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document reasonably believed by it to be

genuine and to have been signed or presented by the proper party or parties. The Trustee and any Paying Agent may consult with counsel, who may or may not be of counsel to the University, and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under this Indenture in good faith and in accordance therewith.

Whenever the Trustee or any Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively provided and established by a certificate of an Authorized Officer of the University, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Indenture upon the faith thereof, but in its discretion the Trustee or any Paying Agent may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision thereof by the University to the Trustee or any Paying Agent shall be sufficiently executed if executed in the name of the University by an Authorized Officer of the University.

806. Compensation. Out of the Special Debt Service Requirement applicable thereto, and to the extent not otherwise provided from the Costs of Issuance Account, the Trustee and each Paying Agent shall be paid from time to time reasonable compensation for all services rendered under this Indenture, and shall also pay all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Indenture, and the Trustee and each Paying Agent shall have a lien therefor on any and all moneys at any time held by it hereunder prior to any of the Bonds for which such services have been rendered. The University further agrees to indemnify and save the Trustee and each Paying Agent and their employees, agents, officers, directors and shareholders harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence, misconduct or unexcused default or the unexplained loss of funds or securities in its custody or to any liability arising under Section 702 hereof. Payments hereunder shall be considered costs or expenses within the meaning of paragraphs (c) and (d) of the definition of Special Debt Service Requirements and with respect to Bonds secured by the State Debt Service Commitment shall be included within the amount thereof to the extent due and payable.

807. Permitted Acts and Functions. The Trustee and any Paying Agent may become the owner of any Bonds, with the same rights it would have were it not such Trustee or Paying Agent. The Trustee and any Paying Agent may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds then Outstanding.

808. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations created by this Indenture by giving not less than sixty (60) days' written notice to the University and publishing notice thereof, specifying the date when such resignation shall take effect, once in an Authorized Newspaper. Such resignation shall take effect upon the date specified in such notice unless previously a successor shall have been appointed, as provided in Section 809, in which event such resignation shall take effect immediately on the appointment of such successor; provided that no resignation shall take effect until a successor Trustee shall have been appointed and shall have accepted such appointment.

809. Removal of Trustee. 1. During any period in which no Event of Default shall have occurred or be continuing, the Trustee may be removed for any reason, with or without cause (i) by the University, by written instrument delivered to the Trustee, or (ii) by the holders of at least 25% of the Outstanding Bonds, by written instrument or concurrent instruments in writing signed and acknowledged by such holders or by their attorneys-in-fact and delivered to the University and the Trustee.

2. During any period in which any Event of Default shall have occurred or be continuing, the Trustee may be removed (i) by the University, with cause, by written instrument delivered to the Trustee, or (ii) by the holders of at least 25% of the Outstanding Bonds, with cause, by written instrument or concurrent written instruments signed and acknowledged by such holders or by their attorneys-in-fact and delivered to the University and the Trustee. Notwithstanding the foregoing, holders of at least 25% of the Outstanding Bonds may cancel or overturn any removal of the Trustee undertaken by the University pursuant to this paragraph (2) by written instrument or concurrent written instruments signed and acknowledged by such holders or their attorneys-in-fact and delivered to the University and the Trustee prior to the date of removal of the Trustee. The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee by any court of competent jurisdiction upon the application of the University or of the holders of not less than ten percent of the Outstanding Bonds.

3. The removal of the Trustee will not relieve the Trustee of liability for (i) any action or omission to act in breach of its fiduciary duties hereunder that occurred prior to the date of removal, or (ii) acting or proceeding in violation of, or failing to act or proceed in accordance with, any provision of this Indenture with respect to the duties and obligations of the Trustee that occurred prior to the date of removal.

810. Appointment of Successor Trustee. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, the University covenants and agrees that it will thereupon appoint a successor Trustee. If in the reasonable judgment of the University any such event referred to in the preceding sentence is likely to occur, the University, in its sole discretion and without the request of Holders of Bonds as required in Section 808 hereof, may remove the Trustee and the University covenants and agrees that it will thereupon appoint a successor Trustee. The University shall publish notice

of any such appointment made by it in an Authorized Newspaper, such publication to be made within twenty (20) days after such appointment.

If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Trustee shall have given to the University written notice, as provided in Section 808, or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee or the Holder of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any Trustee appointed under the provisions of this Section 810 in succession to the Trustee shall be a bank or trust company having its principal corporate trust office in the State, and having a capital and surplus aggregating at least One Hundred Million Dollars (\$100,000,000) if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

811. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the University, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act shall nevertheless, on the written request of the University, or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth and subject to any indemnification rights of the Trustee hereunder. Should any deed, conveyance or instrument in writing from the University be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the University. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

812. Merger, Conversion or Consolidation. Any company into which the Trustee or any Paying Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee or any Paying Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Trustee or Paying Agent upon the execution and filing of notice with the University, provided with respect to the Trustee that such company shall be a bank or trust company organized under the laws of any states of the United States or the District of Columbia or a national banking association and shall

have an office for the transaction of its business in the State and shall be authorized by law to perform all the duties imposed upon it by this Indenture.

813. Resignation or Removal of the Paying Agents and Appointment of Successors and Assigns. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this Indenture by giving at least sixty (60) days' written notice to the University and Trustee. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by an Authorized Officer of the University. Any successor Paying Agent shall be appointed by the University and (subject to the requirements of Section 904) shall be a bank or trust company organized under the laws of any state of the United States of America or a national banking association, having a capital and surplus aggregating at least Seventy-five Million Dollars (\$75,000,000), and willing and able to accept the office of Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it to its successor, or if there be no successor then appointed, to the Trustee until such successor be appointed.

814. Selection by Treasurer. Wherever in this Indenture provision is made for the University to appoint or remove the Trustee or a Paying Agent, and as a condition precedent thereto, the Treasurer shall select or remove, in consultation with an Authorized Officer of the University, such Trustee or Paying Agent, as the case may be, in accordance with paragraph (5) of Section 4(a) of the Act.

ARTICLE IX

Particular Covenants

The University covenants and agrees with the Holders of the Bonds as follows:

901. Payment of Bonds. The University shall duly and punctually pay or cause to be paid, the principal or Redemption Price, if any, of every Bond and the interest thereon, at the dates and places and in the manner provided in the Bonds, according to the true intent and meaning thereof, and shall duly and punctually pay or cause to be paid all Sinking Fund Installments, if any, becoming payable with respect to any Series of Bonds.

902. Extension of Payment of Bonds. The University shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement and in case the maturity of any of the Bonds or the time for payment of interest shall be extended, such Bonds or claims for interest shall not be entitled in case of any default under this Indenture to the benefit of this Indenture or to any payment out of any assets of the University or the funds (except funds held in trust for the payment of particular Bonds or claims for interest pursuant to this Indenture) held by the Trustee or any Paying Agent, except subject to the prior payment of the principal of all Bonds issued and Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not

be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the University to issue Bonds of a Refunding Issue as provided in Section 206 and such issuance shall not be deemed to constitute an extension of maturity of Bonds or the time of payment of any of the claims for interest.

903. Operating Budget. Pursuant to the Act for the ensuing Fiscal Year and prior to each such ensuing Fiscal Year or as soon as possible during such Fiscal Year, the University shall adopt an Operating Budget for the University and, pursuant to this Indenture, shall include amounts necessary to provide for the amounts necessary to meet the Renewal and Replacement Fund Requirement.

For the purposes of calculating and budgeting the Renewal and Replacement Fund Requirement with respect to a Project or Projects financed under this General Obligation Indenture, the University shall be entitled for the purpose of this covenant to not include such expenses in its Operating Budget and to the extent applicable, to rely on a person with whom the University contracts to perform and pay for such expenses to such extent as the contract requires such person to perform and pay for such services for such period as the contract covers and so long as the University is of the opinion and determines that such person is competent to perform and financially capable of paying such expenses.

904. Offices for Payment and Registration of Bonds. The University shall at all times maintain an office or agency in the State where Bonds may be presented for payment. The University may pursuant to a Supplemental Indenture or pursuant to resolution adopted in accordance with Section 802 designate an additional Paying Agent or Paying Agents where Bonds of the Series authorized thereby or referred to therein may be presented for payment. The University shall at all times maintain an office or agency in the State where Bonds may be presented for registration, transfer or exchange and the Trustee is hereby appointed as its agent to maintain such office of agency for the registration, transfer or exchange of Bonds.

905. Further Assurances. At any and all times, the University shall, as far as it may be authorized or permitted by law, comply with any reasonable request of the Trustee to pass, make, do, execute, acknowledge and deliver all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, revenues, receipts and other moneys, securities and Funds hereby pledged, or intended so to be, or which the University may become bound to pledge.

906. Power to Issue Bonds and Make Pledges. The University is duly authorized pursuant to law to create and issue the Bonds and to adopt this Indenture and to pledge its moneys, securities and funds purported to be pledged by this Indenture in the manner and to the extent provided in this Indenture. The moneys, securities and funds so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledges created by this Indenture, and all corporate action on the part of the University to that end has been duly and validly taken. The Bonds and the provisions of this Indenture are and will be the valid and legally enforceable obligations of the University in accordance with their terms and the terms of this Indenture. The University shall at

all times, to the extent permitted by law, defend, preserve and protect the pledges of the moneys, securities and funds pledged under this Indenture and all the rights of the Bondholders under this Indenture against all claims and demands of all persons whomsoever including defending, preserving and protecting such pledges as statutory liens as set forth in Section 8 of the Act and as provided in subsection (2) of Section 42a-9-102 of the General Statutes of the State.

907. Indebtedness and Liens. (A) Except as provided below in this section, the University shall not issue any bonds, notes or other evidences of indebtedness secured by a pledge of particular revenues, receipts, funds or moneys constituting Assured Revenues, and other than the lien and pledge created or provided for by this Indenture with respect to the State Debt Service Commitment and on the Bond proceeds, the Debt Service Fund and the Redemption Fund, shall not create or cause to be created any lien or charge on Assured Revenues and on any account or funds established hereunder.

(B) (1) Nothing in this Indenture shall prevent the University from issuing indebtedness payable out of, or secured by a pledge, assignment or other encumbrances of, the Assured Revenues to be derived on and after such date as this General Obligation Indenture shall be discharged and satisfied as provided in Section 1401, or (B)(2) if authorized by law, other than the Act, for University purposes other than the UConn 2000 Infrastructure Improvement Program (a) from issuing its general obligation or other indebtedness payable out of Assured Revenues and (b) may be additionally secured by a pledge, assignment or encumbrance of particular Assured Revenues other than the State Debt Service Commitment, so long as prior to the issuance thereof such particular Assured Revenues have not been pledged, assigned or encumbered pursuant to this Indenture or a Dedication Instrument and the authorizing documents with respect to (a) and, if applicable (b) hereof shall be filed with the Trustee, accompanied by a Counsel's Opinion stating, in effect, that such indebtedness is authorized by law and is within the requirements of this provision (B)(2).

(C) Nothing in this Indenture shall prevent the University, in accordance with the Act, from authorizing by resolution of the Board of Trustees and issuing its Revenue Bonds for financing any one Project, or more than one Project or any combination of Projects pursuant to a financing program of the University or otherwise as set forth in the resolution of the Board of Trustees, or pledging, assigning or encumbering any Project Revenues, or other receipts, funds, moneys, or assets of the University derived from one or more Projects, including Assured Revenues that may be restricted by the terms thereof to such a particular Project or Projects to be so financed, or any special capital reserve fund created therefor pursuant to the Act.

(D) Nothing in this Indenture shall prevent the University from pledging, assigning or otherwise encumbering any or a portion of Assured Revenues, other than the State Debt Service Commitment (herein "Encumbered Assured Revenues), subject to the conditions and limitations described below to secure bonds, notes or other evidences of indebtedness by the University including, pursuant to a Supplemental Indenture, Bonds (herein "Other Indebtedness") so long as before or simultaneously with each and any such pledge, assignment or encumbrance there is delivered to or filed with the Trustee:

(1) a copy of the Dedication Instrument effecting such pledge, assignment or other encumbrance, certified as correct by an Authorized Officer of the University,

(2) if any such Other Indebtedness is variable rate indebtedness, a certificate of an Authorized Officer specifying the maximum rate therefore, or the budgeted rate, as applicable, and the aggregate principal amount and the stated maturities of and mandatory sinking fund requirements, if any, for such Other Indebtedness to which such rate applies and certifying that a liquidity facility or source of payment other than Assured Revenues is available in the event of a mandatory tender by the holders of such Other Indebtedness thereunder,

(3) a Counsel's Opinion to the effect that (a) such Dedication Instrument is a legal, valid and binding obligation of the University in accordance with its terms and does not adversely affect the pledge of the State Debt Service Commitment to pay Outstanding Bonds additionally secured thereby, and (b) that the approvals required by the Act as a condition or conditions precedent to the issuance of such Other Indebtedness as securities under the Act and as Projects to be financed thereby have been obtained.

908. Issuance of Additional Bonds; Execution of Swaps. 1. No additional Series of Bonds may be authorized and issued under this Indenture unless:

(a) the University delivers to the Trustee a Certificate of an Authorized Officer and the State Treasurer stating that the principal amount thereof, together with the principal amount of the bonds, notes and other obligations of the University theretofore authorized and unissued and theretofore authorized, issued and outstanding, will not exceed in aggregate principal amount any limitation thereon imposed by law; and

(b) in the event the Additional Bonds are Bonds additionally secured by the State Debt Service Commitment, a Counsel's Opinion is delivered to the Trustee to the effect that the provision of the Act relating to the State appropriation of all amounts of the State Debt Service Commitment has not been amended, repealed or modified and is in full force and effect.

2. No Swap (a) with respect to Bonds additionally secured by the State Debt Service Commitment, shall be entered into by the University unless, with respect to such Swap, written confirmation affirming the existing ratings on the Bonds additionally secured by the State Debt Service Commitment is filed thereupon with the Trustee and (b) with respect to Other Indebtedness issued as Bonds hereunder, shall be entered into by the University without meeting requirements, if any, set forth in the Supplemental Indenture authorizing such Bonds.

909. UConn 2000 Infrastructure Improvement Program. (A) The University shall with all practical dispatch and in a sound and economical manner consistent in all respects with the Act and with the provisions of this Indenture, use and apply the proceeds of the Bonds for the UConn 2000 Infrastructure Improvement Program and shall do all such acts and things appropriate or necessary to receive and collect Assured Revenues.

(B) The University, as its rate covenant, hereby covenants for the benefit of the State and its Bondholders that so long as any Bonds are Outstanding that it has established and will charge, collect and increase, from time to time, and in time, tuition, fees and charges for its educational services, its auxiliary enterprises, including dormitory housing, food services and sale of textbooks and use of the physical university plant and for all other services and goods provided by the University, in an amount of which, together with other Assured Revenues or other revenues otherwise available to the University including proceeds available from the special external gift fund established pursuant to the Act, shall in each of its Fiscal Years be sufficient to pay when due, the Special Debt Service Requirements on Outstanding Bonds and to permit the University to operate and maintain itself as an institution dedicated to excellence in higher education and to operate and maintain the physical university plant in sound operating condition and to otherwise permit the performance of all covenants included in the financing documents.

(C) The University shall not lease or finance or lease-finance any land or building outside the Storrs campus through any other State agency or quasi-public agency other than those leases, financings or lease purchases in the ordinary course of its activities and provided the annual expenditure thereof during the period of agreements related thereto whether expressed as rent, debt service, lease purchase payments or the like does not exceed for each item which is the subject matter of the lease, finance or lease-finance agreement, fifty thousand dollars in any year and such limitation shall apply so long as the University is authorized in accordance with section 7(a) of the Act to issue securities under sections 1 to 25, inclusive of the Act.

(D) The University covenants that it will promptly proceed with the construction of each UConn 2000 Project financed in whole or in part by the issuance of Bonds in conformity with law and all requirements of the governmental authorities having jurisdiction thereover and that it will complete such construction with all expedition possible.

(E) The University covenants that it will at all times maintain, to the extent reasonably obtainable, insurance with respect to each Project with such variations as shall reasonably be required to conform to applicable standard or customary insurance practice and subject to such exceptions and permissible deductions as are ordinarily required. Any such insurance shall be in the form of policies or contracts for insurance with insurers of good standing, qualified to do business in Connecticut, and shall be payable to the University. The University shall be deemed to be in compliance with this Paragraph E to the extent any Project is covered by the State under a State insurance policy or to the extent the State is a self-insurer on such Project.

910. Tax Exemption. In the event Bonds are sold under this Indenture or a Supplemental Indenture hereto as federally tax-exempt bonds, the University covenants that it will not take any action or fail to take any action with respect to the proceeds of such Bonds that would result in loss of the exclusion from federal income taxation pursuant to Section 103(a) of the Code of interest paid on such Bonds.

911. **No Impairment of Rights of Bondholders.** Except to the extent otherwise provided in this Indenture, the University shall not enter into any contract or take any action by which the rights of the Bondholders may be restricted, precluded or otherwise impaired.

912. **Accounts and Reports.** The University shall keep or cause to be kept proper books of record and account in which complete and correct entries shall be made for its transactions relating to all funds and accounts established by this Indenture which shall at all reasonable times be subject to the inspection of the Holder of an aggregate of not less than five percent (5%) in the principal amount of the Bonds then Outstanding or their representatives duly authorized in writing.

913. **General.** The University shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the University under the provisions of the Act as then in effect and this Indenture in accordance with the terms of such provisions.

Upon the date of issuance of any of the Bonds, all conditions, acts and things required by the Constitution and statutes of the State and this Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds, shall exist, have happened and have been performed and the issuance of such Bonds, together with all other indebtedness of the University, shall be within every debt and other limit prescribed by the laws of said State.

914. **Pledge of State to Bondholders.** Pursuant to the Act, the University includes the following pledge and undertaking for the State, in this Indenture and in the Bonds issued hereunder:

Pursuant to the Act, the State has pledged and hereby agrees with the Holders of any Bonds issued under this Indenture and the Act, and with those Bondholders pursuant to the provisions of the Act, that the State will not limit or alter the rights vested in the University by this Indenture and the Act until such Bonds, together with the interest thereon, are fully met and discharged and such contracts (this Indenture and the Bonds) are fully performed on the part of the University, provided nothing in the Act shall preclude such limitation or alteration if and when adequate provision shall be made by law for the protection of the Holders of such Bonds of the University.

ARTICLE X

Supplemental Indentures

1001. **Modification and Amendment Without Consent.** The University may, at any time or from time to time enter, into Supplemental Indentures without consent of the Bondholders, the provider of either a **Bond Facility**, or a Swap Facility or Swap Provider for any one or more of the following purposes:

(1) (a) To modify, amend or revise the UConn 2000 Infrastructure Improvement Program as reflected on Appendix A, consistent and in accordance with the Act and this Indenture and (b) to provide for the issuance of Bonds or Notes or Swaps pursuant to the provisions of this Indenture and to prescribe the terms and conditions pursuant to which such Bonds or Notes or Swaps may be issued, paid or redeemed;

(2) To add additional covenants and agreements of the University for the purpose of further securing the payment of the Bonds or Notes or Swaps, provided such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the University contained in this Indenture;

(3) To prescribe further limitations and restrictions upon the issuance of Bonds and the incurring of indebtedness by the University which are not contrary to or inconsistent with the limitations and restrictions thereon theretofore in effect;

(4) To surrender any right, power or privilege reserved to or conferred upon the University by the terms of this Indenture, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the University contained in this Indenture;

(5) To confirm as further assurance any pledge under this Indenture subject to any lien, claim or pledge created or to be created by the provisions of this Indenture, of the moneys, securities or funds;

(6) To modify any of the provisions of this Indenture or any previously adopted Supplemental Indenture in any other respects, provided that such modifications shall not be effective until after all Bonds of any Series of Bonds Outstanding as of the date of adoption of such Supplemental Indenture shall cease to be Outstanding, and all Bonds issued under such indentures shall contain a specific reference to the modifications contained in such subsequent indentures;

(7) To cure any ambiguity, or defect or inconsistent provision in this Indenture or to insert such provisions clarifying matters or questions arising under this Indenture as are necessary or desirable in the event any such modifications are not contrary to or inconsistent with this Indenture as theretofore in effect;

(8) Consistent with Section 910 hereof, to ensure the exclusion of interest on the Bonds from gross income of the Bondholders for federal income tax purposes;

(9) To grant or to confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted or conferred and which are not contrary to or inconsistent with this Indenture as therefore in effect; or

(10) To grant such rights and remedies and make such other covenants subject to this Indenture (including any prior Supplemental Indenture) as may be necessary for issuance of a **Bond Facility**, a Swap or a Swap Facility so long as such rights, remedies

and covenants are not contrary to or inconsistent with this Indenture as theretofore in effect.

1002. Amendments and Supplemental Indentures Effective With Consent of Bondholders. The provisions of this Indenture may also be modified or amended, at any time or from time to time, by a Supplemental Indenture, subject to the consent of Bondholders and State Bond Commission in accordance with and subject to the provisions of Article XI hereof, such Supplemental Indenture to become effective upon the execution thereof by the University and the Trustee, and the filing with the Trustee of a copy thereof certified by an Authorized Officer of the University and by the Secretary of the State Bond Commission.

1003. General Provisions Relating to Supplemental Indentures. This Indenture shall not be modified or amended in any respect except in accordance with and subject to the provisions of this Article X and Article XI. Nothing contained in this Article X or Article XI shall affect or limit the rights or obligations of the University to adopt, make, do, execute or deliver any resolution, act or other instrument pursuant to the provisions of Section 905 or the right or obligation of the University to execute and deliver to the Trustee or any Paying Agent any instrument elsewhere in this Indenture provided or permitted to be delivered to the Trustee or any Paying Agent.

A copy of every Supplemental Indenture entered into by the University and the Trustee when filed with the Trustee shall be accompanied by a Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully entered into in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and is valid and binding upon the University and enforceable in accordance with its terms.

The Trustee is hereby authorized to enter into any Supplemental Indenture and to accept delivery of a certified copy of any Supplemental Indenture permitted or authorized pursuant to the provisions of this Indenture and to make all further agreements and stipulations which may be contained therein, and, in taking such action, the Trustee shall be fully protected in relying on Counsel's Opinion that such Supplemental Indenture is authorized or permitted by the provisions of this Indenture.

ARTICLE XI

Amendments of Indentures

1101. Powers of Amendment. Except as otherwise provided in Article X hereof, any modification or amendment of this Indenture and of the rights and obligations of the University and of the Holders of the Bonds hereunder, in any particular, may be made by a Supplemental Indenture, with the written consent given as hereinafter provided in Section 1102, of the Holders of not less than 66 2/3% in principal amount of the Outstanding Bonds of each Series affected by such amendment or amendments or Supplemental Indenture or Indentures; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be

Outstanding for the purpose of any calculation of Outstanding Bonds under this Section and further provided, however, that no such modification or amendment shall permit (i) a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holder of such Bond; or (ii) shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Indenture if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series.

The Trustee may in its discretion determine whether or not in accordance with the foregoing provisions Bonds of any particular Series or maturity would be affected by any modification or amendment of this Indenture and any such determination shall be binding and conclusive on the University and all Holders of Bonds. The Trustee may receive an opinion of counsel, including Counsel's Opinion, as conclusive evidence as to whether Bonds of any particular Series or maturity would be so affected by any such modification or amendment of this Indenture.

1102. Consent of Bondholders. (A) The University and the Trustee may at any time enter into a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 1101 to take effect when and as provided in this Section. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto in form approved by the Trustee) together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall promptly after adoption be mailed by the University to Bondholders and be published at least once a week for two (2) successive weeks (but failure to mail such copy and request shall not affect the validity of the Supplemental Indenture when consented to as in this Section provided).

(B) Such Supplemental Indenture shall not be effective unless and until (a) there shall have been filed with the Trustee (i) the written consents of Holders of the percentages of Outstanding Bonds specified in Section 1101 and (ii) a Counsel's Opinion stating that such Supplemental Indenture has been duly and lawfully entered into by the University and the Trustee and filed by the University in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and is valid and binding upon the University and enforceable in accordance with its terms, and (b) a notice shall have been published as hereinafter in this Section 1102 provided.

(C) Each such consent shall be effective only if accompanied by proof of the holding at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 1301. A certificate or certificates by the Trustee filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 1301 shall be conclusive that the consents have been given by the Holders of the Bonds described in such certificate or certificates of the Trustee. Any such consent shall be binding upon the Holder of the Bonds giving such consent and, anything in Section 1301 to the contrary notwithstanding, upon any subsequent Holder of such Bonds and of

any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof).

(D) At any time after the Holders of the required percentages of Bonds shall have filed their consents to the Supplemental Indenture, the Trustee shall make and file with the University and the Trustee a written statement that the Holders of such required percentages of Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed.

(E) At any time thereafter notice, stating in substance that the Supplemental Indenture (which may be referred to as a Supplemental Indenture entered into by the University and the Trustee on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentages of Bonds and will be effective as provided in this Section 1102, shall be given to Bondholders by the University by mailing such notice to Bondholders (but failure to mail such notice shall not prevent such Supplemental Indenture from becoming effective and binding as in this Section 1102 provided) and by publishing the same at least once not more than ninety (90) days after the Holders of the required percentages of Bonds shall have filed their consents to the Supplemental Indenture and the written statement of the Trustee hereinabove provided for is filed. The University shall file with the Trustee proof of the publication of such notice, and, if the same shall have been mailed to Bondholders, of the mailing thereof. A transcript, consisting of the papers required or permitted by this Section 1102 to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Indenture making such amendment or modification shall be deemed conclusively binding upon the University, the Trustee, each Paying Agent and the Holders of all Bonds at the expiration of thirty (30) days after the filing with the Trustee of the proof of the first publication of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Indenture in a legal action or equitable proceeding for such purpose commenced within such thirty (30) day period; provided, however, that the University, the Trustee and any Paying Agent during such thirty (30) day period and any such further period during which any such action or proceeding may be pending shall be entitled in their reasonable discretion to take such action, or to refrain from taking such action, with respect to such Supplemental Indenture as they may deem expedient.

1103. Modifications by Unanimous Consent. The terms and provisions of this Indenture and the rights and obligations of the University and of the Holders of the Bonds hereunder may be modified or amended in any respect upon the execution by the University and the Trustee of a Supplemental Indenture and filing with the Trustee by the University of a copy of said Supplemental Indenture certified by an Authorized Officer of the University and the consent of the Holders of all of the Bonds then Outstanding, such consent to be given as provided in Section 1102, except that no notice to Bondholders either by mailing or publication shall be required.

1104. Mailing and Publication. (1) Any provision in this Article for the mailing of a notice or other document to Bondholders shall be fully complied with if it is mailed postage prepaid only (i) to each registered owner of Bonds then Outstanding at his address, if any, appearing upon the registry books of the University and (ii) to the Trustee.

(2) Any provision in this Article for publication of a notice or other matter shall require the publication thereof only in an Authorized Newspaper.

1105. Exclusion of Bonds. Bonds owned or held by or for the account of the University shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Indenture, and the University shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Indenture. At the time of any consent or other action taken under this Indenture, the University shall furnish the Trustee a certificate of an Authorized Officer of the University, upon which the Trustee may rely, describing all Bonds so to be excluded.

1106. Notation on Bonds. Bonds delivered after the effective date of any action taken as in Article X or this Article XI provided may, and if the Trustee so determines, shall, bear a notation by endorsement or otherwise in form approved by the University and the Trustee as to such action, and in that case upon demand of the Holder of any Bond Outstanding at such effective date and upon presentation of his Bond for such purpose at the corporate trust office of the Trustee suitable notation shall be made on such Bond by the Trustee as to any such action. If the University or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the University to conform to such action shall be prepared and delivered, and upon demand of the Holder of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, for Bonds of the same Series and maturity then Outstanding, upon surrender of such Bonds. Notwithstanding the above, the failure to make such notation on any Bond does not mean that any subsequent Bondholder shall not be bound by any such action taken.

1107. Consent of Bond Facility Provider. For purposes of this Article XI, but only so long as the **Bond Facility** provider has not defaulted on its obligations under the **Bond Facility**, the provider of a **Bond Facility** shall be considered the sole Holder of all Bonds to which such **Bond Facility** relates, except as otherwise provided in an applicable Supplemental Indenture.

1108. Approval of State Bond Commission. Any amendment under this Article shall be deemed a substantive amendment of this Indenture for which the Act requires the approval of the State Bond Commission.

ARTICLE XII

Defaults and Remedies

1201. Events of Default. Each of the following events is hereby declared an "event of default" if:

(1) the University shall default in the payment of the principal of or Redemption Price, if any, or interest on any Bond after the same shall become due, whether at maturity or upon call for redemption or otherwise; or

(2) the State shall default in observance of its pledge and agreement as set forth in the Act and Section 914 of this Indenture or, with respect to Bonds secured by the

State Debt Service Commitment, the Treasurer shall fail to pay the amount of the State Debt Service Commitment as provided as part of the contract of the State with the Bondholders of such Bonds and in accordance with Section 604 hereof; or

(3) the University shall (i) apply for or consent to the appointment of or the taking of possession by a receiver, liquidator, custodian or trustee of itself or of all or a substantial part of its property, (ii) admit in writing its inability, or be generally unable, to pay its debts as such debts become due, (iii) make a general assignment for the benefit of its creditors, (iv) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (v) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vi) fail to controvert in a timely or appropriate manner, or acquiesce in writing to, any petition filed against itself in an involuntary case under such Bankruptcy Code, or (vii) take any action for the purpose of effecting any of the foregoing; or

(4) except as provided in (1) above, the University shall fail or refuse to comply with the provisions of this Indenture, or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained herein or in any Supplemental Indenture or in any Bonds, and such failure, refusal or default shall continue for a period of forty-five days after written notice thereof by the Trustee or the holders of not less than five per centum (5%) in principal amount of the Outstanding Bonds.

1202. Remedies. (A) Upon the happening and continuance of any Event of Default specified in paragraphs (1) and (2) of Section 1201, the Trustee shall proceed or, upon the happening and continuance of any Event of Default specified in paragraph 3 of Section 1201, the Trustee may proceed and, upon the written request of the holders of not less than twenty-five per centum (25%) in principal amount of the Outstanding Bonds, shall proceed, in its own name, subject to the provisions of Section 804, to protect and enforce the rights of the Bondholders by such of the following remedies, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights:

(1) by mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Bondholders, including (a) the right to require the University to receive and collect revenues, including Assured Revenues adequate to carry out the covenants and agreements as to, and any specific pledge of, such Assured Revenues and to require the University to carry out any other covenants or agreements with Bondholders and to perform its duties under the Act and (b) pursuant to Section 5(C), Section 12 and Section 21 of the Act and Section 604 and Section 914 hereof, under the contract of the State with the Bondholders secured by the State Debt Service Commitment, the right to require the Treasurer to pay the annual amount of the State Debt Service Commitment and otherwise enforce and compel the performance of any duty required by sections 1 to 25, inclusive, of the Act and in accordance with this Indenture or the Act to be performed by any officer mentioned in said sections 1 to 25,

inclusive, and to perform the duties of the State under or as contracted for and pledged by such sections first mentioned in this clause (b);

(2) by bringing suit upon the Bonds or under the Act upon the contract of the State with the Bondholders of Bonds secured by the State Debt Service Commitment;

(3) by action or suit in equity, to require the University or the State with respect to Bonds secured by the State Debt Service Commitment, to account as if each were the trustee of any express trust for the holders of the Bonds; and

(4) by action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the holders of the Bonds.

(B) In the enforcement of any rights and remedies under this Indenture, the Trustee shall be entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming, and at any time remaining, due from the University for principal, Redemption Price, interest or otherwise, under any provision of this Indenture or a Supplemental Indenture or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce a judgment or decree against the University or State for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any monies available for such purpose, in any manner provided by law, the monies adjudged or decreed to be payable provided, however, with respect to Bonds secured by a pledge of the State Debt Service Commitment the right or remedy of the Trustee shall not be construed to include any right to appoint a receiver pursuant to section 12 of the Act or any acceleration of payments of Principal Installments of or interest on such Bonds and with respect to Other Indebtedness issued as Bonds hereunder the right or remedy to appoint a receiver pursuant to section 12 of the Act or to so accelerate shall be available only if included in the Supplemental Indenture authorizing such Bonds.

(C) All remedies conferred upon or reserved to the Holders of Bonds hereunder may also be conferred upon and reserved to the provider of a related **Bond Facility**, a Swap Provider or the provider of a Swap Facility authorized by a Supplemental Indenture and may be cumulative as provided in Section 1208 hereof. Nothing herein shall preclude the University from providing in an applicable Supplemental Indenture or in any **Bond Facility**, any Swap or any related Swap Facility authorized thereby, that the exercise of any remedy hereunder or the waiver of any event of default hereunder by the Trustee or the Holder of any such Bond shall be subject to the prior written consent of the provider of any related **Bond Facility**, any Swap Provider or the provider of a related Swap Facility. Such Supplemental Indenture or related **Bond Facility** or related Swap Facility may provide that any and all notices required to be given under this Article XII by the University or the Trustee to the Holder of any Bond shall also be given to the provider of any related **Bond Facility**, any Swap Provider or the provider of a related Swap Facility.

1203. Priority of Payments After Default. In the event that the funds held by the Trustee and Paying Agents shall be insufficient for the payment of interest and principal or Redemption Price then due on the Bonds, such funds (other than funds held for the payment or redemption of particular Bonds which have theretofore become due at maturity or by call for redemption) and any other monies received or collected by the Trustee acting pursuant to the Act and this Article XII, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interests of the Holders of the Bonds, and for the payment of the charges and expenses and liabilities incurred and advances made by the Trustee or any Paying Agents in the performance of their respective duties under this Indenture, shall be applied as follows:

First: To the payment to the persons entitled thereto of all installments of interest then due on any Bonds in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates and, if the amounts available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference;

Third: To the payment to other persons entitled to payment hereunder or under the applicable Supplemental Indenture.

Whenever monies are to be applied by the Trustee pursuant to the provisions of this Section, such monies shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such monies available for application and the likelihood of additional money becoming available for such application in the future; the deposit of such monies with the Paying Agents, or otherwise setting aside such monies in trust for the proper purpose, shall constitute proper application by the Trustee; and the Trustee shall incur no liability whatsoever to the University, to any Bondholder or to any other person for any delay in applying any such monies, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this Indenture as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such monies, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate for the fixing of any such date. Unless otherwise required by the book-entry system for the Bonds, the Trustee shall not be required to

make payment to the Holder of any unpaid interest or any Bond unless such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

1204. Termination of Proceedings. In case any proceeding taken by the Trustee on account of any event of default shall have been discontinued or abandoned for any reason, then in every such case the University, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

1205. Bondholders' Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding, except for paragraph (C) of Section 1202, the Holders of the majority in principal amount of the Bonds then Outstanding shall have the right by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall not be otherwise that in accordance with law or the provisions of this Indenture, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

1206. Limitation on Rights of Bondholders. No Holder of any Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law hereunder, or for the protection or enforcement of any right under this Indenture or any right under law unless such Holder shall have given to the Trustee written notice of the event of default or breach of duty on account of which such suit, action or proceeding is to be taken, and unless the Holders of not less than twenty-five per centum (25%) in principal amount of the Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have occurred, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or proceeding in its name and unless, also, there shall have been afforded to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected, to take any such action; request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this Indenture or for any other remedy hereunder or under law. It is understood and intended that no one or more Holders of the Bonds hereby secured shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of this Indenture, or to enforce any right hereunder or under law with respect to the Bonds of this Indenture, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of all Holders of the Outstanding Bonds. Nothing in this Article contained shall affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on his Bonds, or the obligation of the University to pay the principal of and interest on each Bond issued hereunder to the holder thereof at the time and place expressed in said Bond.

Anything to the contrary notwithstanding contained in this Section 1206, or any other provision of this Indenture, each Holder of any Bond by his acceptance thereof shall be deemed to have agreed that any court in its discretion may require, in any suit for the

enforcement of any right or remedy under this Indenture or any Supplemental Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder, or group of Bondholders, holding at least twenty-five per centum (25%) in principal amount of the Bonds Outstanding, or to any suit instituted by any Bondholder for the enforcement of the payment of the principal or Redemption Price of or interest on any Bond on or after the respective due date thereof expressed in such Bond.

1207. Possession of Bonds by Trustee Not Required. All rights of action under this Indenture or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the Holders of such Bonds subject to the provisions of this Indenture.

1208. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Holders of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

1209. No Waiver of Default. No delay or omission of the Trustee or of any Holder of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Indenture to the Trustee and the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

1210. Notice of Event of Default. The Trustee shall give to the Bondholders notice of each event of default hereunder known to an officer in the Corporate Trust Administration Department of the Trustee within ninety (90) days after knowledge of the occurrence thereof, unless such event of default shall have been remedied or cured before the giving of such notice; provided that, except in the case of default in the payment of the principal or Redemption Price of or interest on any of the Bonds, the Trustee shall be protected in withholding such notice if and so long as the board of directors, the executive committee, or a trust committee of directors or responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interests of the Bondholders. Each such notice of event of default shall be given by the Trustee by mailing written notice thereof: (1) to all registered Holders of Bonds, as the names and addresses of such Holders appear upon the books for registration and transfer of Bonds except by the Trustee; (2) to such Bondholders as have filed their names and addresses with the Trustee for that purpose; and (3) to such other persons as is required by law.

ARTICLE XIII

Execution of Instruments by Bondholders and Proofs of Ownership of Bonds

1301. **Evidence of Signatures of Bondholders and Ownership of Bonds.** Any request, direction, consent, revocation of consent, or other instrument in writing required or permitted by this Indenture to be signed or executed by Bondholders may be in any number of concurrent instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys or agents appointed by an instrument in writing for that purpose. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or agent shall be sufficient for any purpose of this Indenture (except as otherwise herein provided), if made in the following manner:

(a) The fact and date of the execution by any Bondholder or his attorney or agent of any such instrument and of any instrument appointing any such attorney or agent, may be proved by delivery of a certificate of an officer of any bank or trust company, financial institution or other member of the National Association of Securities Dealers Inc., or of any notary public, or other officer authorized to take acknowledgements. The signature on such certificate must be guaranteed by an eligible institution which is a member of one of the following recognized signature guarantee programs: (1) The Securities Transfer Agents Medallion Program (STAMP), (2) The New York Stock Exchange Medallion Signature Program (MSP), or (3) The Stock Exchange Medallion Program (SEMP). Where any such instrument is executed by an officer of a corporation or association or a member of a partnership on behalf of such corporation, association or partnership such certificate shall also constitute sufficient proof of his authority.

(b) The ownership of registered Bonds shall be proved by the registry books kept by the Trustee under the provisions of this Indenture.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which may seem sufficient. Any request or consent of the Holder of any Bond shall bind every future Holder of the same Bond in respect of anything done or suffered to be done by the University, the Trustee or any Paying Agent in pursuance of such request or consent.

ARTICLE XIV

Defeasance

1401. **Defeasance.** 1. If the University shall pay or cause to be paid to the Holders of all Bonds then Outstanding, the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then, at the option of the University, expressed in an instrument in writing signed by an

Authorized Officer of the University and delivered to the Trustee, the covenants, agreements and other obligations of the University to the Bondholders shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the University, execute and deliver to the University all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the University all moneys, securities and funds held by them pursuant to this Indenture which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

1402. Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Fiduciaries (through deposit by the University of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with effect expressed in subsection 1 of this Section. Any Outstanding Bonds of any Series shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection 1 of this Section if (a) in case any of said Bonds are to be redeemed on any date prior to their maturity, the University shall have given to the Trustee in form satisfactory to it irrevocable instructions to give notice of redemption as provided in Article IV of this Indenture on said date of such Bonds, (b) there shall have been deposited with the Trustee either (i) moneys in an amount which shall be sufficient, (ii) non-callable direct obligations of the United States of America or non-callable obligations the principal of or interest on which is fully and unconditionally guaranteed by the United States of America as to timely payment of principal or interest, as the case may be, provided that such obligations shall consist of only such amounts so guaranteed or (iii) certificates that evidence ownership of the right to payments of principal or interest on obligations described in clause (ii), provided that such obligations shall be held in trust by the Trustee or a bank or trust company or national banking association meeting the requirements for a successor Trustee under Section 809 hereof, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, or other bank or trust company, at the same time, shall be sufficient, to pay, when due, the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (c) in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, the University shall have given the Trustee in form satisfactory to it irrevocable instructions to publish, as soon as practicable, at least twice, at an interval of not less than seven days between publications, in an Authorized Newspaper a notice to the Holders of such Bonds that the deposit required by (b) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on said Bonds. Non-callable direct obligations of the United States of America or non-callable obligations the principal of or interest on which is fully and unconditionally guaranteed by the United States of America as to timely payment of principal or interest, as the case may be, provided that such obligations shall consist of only such amounts so guaranteed, qualified certificates evidencing ownership of the right to payments of principal or interest on such obligations, moneys deposited with the Trustee pursuant to this Section and principal or interest payments on any such securities shall be held in trust for the payment of the principal or Redemption Price, if applicable, and interest on said Bonds; provided that any cash received from such principal or interest payments on such direct

obligations of the United States of America deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in non-callable direct obligations of the United States of America maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestment shall be paid over to the University, as received by the Trustee, free and clear of any trust, lien or pledge.

1403. Anything in this Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for three years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for three years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds became due and payable, shall, at the written request of the University, be repaid by the Fiduciary to the General Fund of the State with respect to Bonds additionally secured by the State Debt Service Commitment or otherwise as provided in a Supplemental Indenture, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the State for the payment of such Bonds; provided, however, that before being required to make any such payment to the State, the Fiduciary shall, at the expense of the State, cause to be published at least twice, at an interval of not less than seven days between publications, in an Authorized Newspaper, a notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than 30 days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the State.

ARTICLE XV

Continuing Disclosure Undertaking

1501. **Purpose.** Article XV shall constitute the written undertaking for the benefit of the Holders of the Bonds required by Section (b)(5)(i) of the Rule and authorized by Public Act No. 95-270, and shall apply to all Bonds of the University under this Indenture.

1502. **Submission of Annual Financial Information Statements.** (A) The University shall, while any Bonds are Outstanding, provide to the Trustee, when completed, Annual Financial Information with respect to each Fiscal Year of the University beginning on or after January 1, 1996, which Annual Financial Information is expected to be completed within 180 days of the end of such Fiscal Year (the "Submission Date"). Annual Financial Information may be provided in one document or multiple documents, and at one time or in part from time to time. The University shall include with each such submission of Annual Financial Information a written representation addressed to the Trustee to the effect that the Annual Financial Information so submitted is the Annual Financial Information required pursuant to Section 1502, and that such Annual Financial Information complies with the applicable requirements of Article XV. The Trustee shall provide to each NRMSIR and the SID, if any, such Annual Financial Information on or before four (4) Business Days following the Submission Date (the "Report

Date”) while any Bonds are Outstanding or, if not received by the Trustee by the Submission Date, then within three (3) Business Days of its receipt by the Trustee.

(B) It shall be sufficient if the University provides to the Trustee and the Trustee provides to each NRMSIR and the SID, if any, the Annual Financial Information by specific reference to documents previously provided to each NRMSIR and the SID, if any, or filed with the Securities and Exchange Commission and, if such a document is an Official Statement, available from the MSRB.

(C) For purposes of the Annual Financial Information required to be submitted by or on behalf of the State, as an obligated person with respect to the Bonds within the meaning of the Rule, reference is made to the Annual Financial Information submitted or to be submitted by or on behalf of the State to the MSRB, each NRMSIR or the SID, if any, as the case may be, as part of the State’s written undertaking to comply with the requirements of paragraph (b)(5) of the Rule. If any such Annual Financial Information are submitted as part of a final official statement within the meaning of the Rule, then such document shall be available from the MSRB.

1503. Submission of Audited Financial Statements. (A) The University shall submit to the Trustee Audited Financial Statements for each Fiscal Year beginning on or after January 1, 1996, when and if available (but not later than the Submission Date) while any Bonds are Outstanding; whether as part of the Annual Financial Information or separately, which Audited Financial Statements the Trustee shall then provide to each NRMSIR and the SID, if any, by the Report Date. If Audited Financial Statements for any Fiscal Year are not so provided to the Trustee by the Submission Date, the University shall provide to the Trustee (i) by the Submission Date, Unaudited Financial Statements for such Fiscal Year as part of the Annual Financial Information required to be delivered pursuant to Section 1502 hereof, and (ii) when available, Audited Financial Statements for such Fiscal Year, which Audited Financial Statements the Trustee shall provide to each NRMSIR and the SID, if any, within three (3) Business Days of its receipt thereof.

(B) For purposes of the Audited Financial Statements required to be submitted by or on behalf of the State, as an obligated person with respect to the Bonds within the meaning of the Rule, reference is made to the Audited Financial Statements submitted or to be submitted by or on behalf of the State to the MSRB, each NRMSIR or the SID, if any, as the case may be, as part of the State’s written undertaking to comply with the requirements of paragraph (b)(5) of the Rule. If any such Audited Financial Statements are submitted as part of a final official statement within the meaning of the Rule, then such document shall be available from the MSRB.

1504. Listed Event Notices. (A) If a Listed Event occurs while any Bonds are Outstanding, the University shall provide a Listed Event Notice to the Trustee in a timely manner, and the Trustee shall promptly provide to the SID, if any, and either to the MSRB or each NRMSIR, such Listed Event Notice. Each Listed Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the applicable Bonds.

(B) The Trustee shall promptly advise the University whenever, in the course of performing its duties as Trustee under this Indenture, the Trustee identifies an occurrence which, if material, would require the University to provide a Listed Event Notice under Section 1504; *provided, however*, that the failure of the Trustee so to advise the University shall not constitute a breach by the Trustee of any of its duties and responsibilities under Article XV or any other provision of this Indenture.

1505. Notification by Trustee of Failure by the University to File Annual Financial Information. (A) The University shall, while any Bonds are Outstanding, provide, in a timely manner, notice of any failure of the University to provide the Annual Financial Information by the date specified in paragraph (A) of Section 1502 hereof to the Trustee. Upon receipt of such notice, the Trustee shall provide, in a timely manner, notice of such failure of the University to provide the Annual Financial Information by such date to the SID, if any, and either to the MSRB or each NRMSIR.

(B) The Trustee shall, while any Bonds are Outstanding and without any direction or instruction from the University, provide on the Report Date to the SID, if any, and either to the MSRB or each NRMSIR, notice of any failure to provide to each NRMSIR and such SID Annual Financial Information on or before the Report Date (whether caused by failure of the University to provide such information to the Trustee by the Submission Date or for any other reason). For the purposes of determining whether information received from the University is Annual Financial Information, the Trustee shall be entitled conclusively to rely on the University's written representation made pursuant to paragraph (A) of Section 1502 hereof.

1506. Additional Information. (A) Nothing in Article XV shall be deemed to prevent the University from disseminating any other information, using the means of dissemination set forth in Article XV or any other means of communication, or including any such other information in any Annual Financial Information or Listed Event Notice, in addition to that required hereby. If the University should so disseminate or include any such additional information, the University shall have no obligation under Article XV to update, provide or include such additional information in any future materials disseminated pursuant to Article XV or otherwise.

(B) If the University provides to the Trustee additional information as described in paragraph (A) above, and such additional information is not included in any Annual Financial Information or Listed Event Notice, the University may direct the Trustee to provide such additional information to information repositories, upon which direction the Trustee shall provide such additional information in a timely manner to the SID, if any, and either to the MSRB or each NRMSIR.

1507. Reference to Other Documents. It shall be sufficient for purposes of Section 1502 hereof if the University provides Annual Financial Information by specific reference to documents previously (i) provided to each NRMSIR existing at the time of such reference and the SID, if any, or (ii) filed with the SEC. If such a document is an Official Statement, it also must be available from the MSRB.

1508. Disclaimer by the University. The University shall be under no obligation to the Holders, the Trustee or any other party to review or otherwise pass upon the Annual Financial Information or the Audited Financial Statements provided or to be provided by or on behalf of the State as part of the State's written continuing disclosure undertaking pursuant to paragraph (b)(5) of the Rule, and the University's obligations hereunder shall be limited solely to the undertakings set forth in this Article XV. The University shall be under no obligation to review, pass upon, update, provide or include or continue to include in its Official Statement any additional information provided by or on behalf of the State to the MSRB, each NRMSIR or the SID, if any, other than that information required to be submitted as part of the State's undertaking pursuant to paragraph (b)(5) of the Rule.

1509. Transmission of Information and Notices. Unless otherwise required by law and, in the University's sole determination, subject to technical and economic feasibility, the University and the Trustee shall employ such methods of information and notice transmission as shall be requested or recommended by the herein-designated recipients of the information and notices required to be delivered pursuant to the provisions of Article XV.

1510. Change in Fiscal Year, Submission Date and Report Date. The University may adjust the Submission Date and the Report Date if the University changes its Fiscal Year by providing written notice of such change in Fiscal Year and the new Submission Date and Report Date to the Trustee, which written notice the Trustee shall then promptly deliver to each NRMSIR and the SID, if any; provided, however, that the new Submission Date shall be no more than 180 days after the end of such new Fiscal Year and the new Report Date shall be no more than four (4) Business Days following the new Submission Date, and provided further that the period between the final Report Date relating to the former Fiscal Year and the initial Report Date relating to the new Fiscal Year shall not exceed one year in duration.

1511. Termination. (A) The University's and the Trustee's obligations under Article XV shall terminate immediately once the Bonds are no longer Outstanding.

(B) This Article XV, or any provision thereof, shall be null and void in the event that the University delivers to the Trustee a Counsel's Opinion, addressed to the University and the Trustee, to the effect that those portions of the Rule which require the provisions of Article XV, or any of such provisions, do not or no longer apply to the Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion. The Trustee shall, upon receipt of such opinion, promptly provide copies thereof to each NRMSIR and the SID, if any.

(C) The obligations of the University relating to the State as an obligated person with respect to the Bonds within the meaning of the Rule may be terminated if the State is no longer an "obligated person" as defined in the rule. Such termination shall be effective upon the provision of notice by the University to the Trustee, upon receipt of which the Trustee shall promptly forward such notice to the SID, if any, and to the MSRB or each NRMSIR.

1512. Amendment. (A) Article XV may be amended, by written agreement of the parties, without the consent of the Holders of the Bonds (except to the extent required under

clause (3)(ii) below), if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the University or the type of business conducted thereby; (2) Article XV, as so amended would have complied with the requirements of the Rule as of the date of this Indenture, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, and (3) either (i) the University shall have delivered to the Trustee a Counsel's Opinion, addressed to the University and the Trustee, which opinion states that the amendment does not materially impair the interests of the Holders of the Bonds, or (ii) the Holders of the Bonds consent to the amendment to Article XV pursuant to the same procedures as are required for amendments to this Indenture with consent of Holders of Bonds pursuant to Section 901 of this Indenture as in effect on the date of this Indenture. In the event the University delivers to the Trustee a Counsel's Opinion pursuant to sub-paragraph (3)(i) of this subsection 611(A), the Trustee shall promptly deliver copies of such opinion and amendment to each NRMSIR and the SID, if any.

(B) In addition to subsection (A) above, Article XV may be amended and any provision of Article XV may be waived, by written agreement of the parties, without the consent of the Holders of the Bonds, if all of the following conditions are satisfied: (1) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this Indenture which is applicable to Article XV and (2) the University shall have delivered to the Trustee a Counsel's Opinion, addressed to the University and the Trustee, to the effect that performance by the University and Trustee under Article XV as so amended or giving effect to such waiver, as the case may be, will not result in a violation of the Rule. Upon receipt by the Trustee of such Opinion, the Trustee shall promptly deliver copies of such Opinion and amendment to each NRMSIR and the SID, if any.

(C) In the event of any amendment respecting the type of operating data or financial information contained in the University's Annual Financial Information, the University shall, in accordance with the Rule or any interpretation thereof by the SEC, provide in the first Annual Financial Information provided thereafter a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

(D) In the event of any amendment specifying the accounting principles to be followed in preparing financial statements, the Annual Financial Information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information. In the event of any such change in accounting principles, the University shall deliver notice of such change in a timely manner to the Trustee, upon receipt of which the Trustee shall promptly deliver such notice to the SID, if any, and either to the MSRB or each NRMSIR.

1513. Benefit; Third-Party Beneficiaries; Enforcement. (A) The provisions of Article XV shall inure solely to the benefit of the Holders from time to time of the Bonds, except that beneficial owners of Bonds shall be third-party beneficiaries of Article XV.

(B) Except as provided in this subsection (B), the provisions of Article XV shall create no rights in any person or entity. The obligations of the University to comply with the provisions of Article XV shall be enforceable (i) in the case of enforcement of obligations to provide Audited Financial Statements, Annual Financial Information, operating data and notices, by any Holder of Outstanding Bonds, or by the Trustee on behalf of the Holders of Outstanding Bonds, or (ii), in the case of challenges to the adequacy of the financial statements, financial information and operating data so provided, by the Trustee on behalf of the Holders of Outstanding Bonds; *provided, however*, that the Trustee shall not be required to take any enforcement action except at the direction of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds at the time Outstanding who shall have provided the Trustee with adequate security and indemnity. The Holders' and Trustee's rights to enforce the provisions of Article XV shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the University's obligations under Article XV. In consideration of the third-party beneficiary status of beneficial owners of Bonds pursuant to subsection (A) of this Section, beneficial owners shall be deemed to be Holders of Bonds for purposes of this subsection (B). Without limiting the generality of the foregoing and except as otherwise provided in this Indenture with respect to the Trustee, neither the commencement nor the successful completion of an action to compel performance under Article XV shall entitle the Trustee or any other person to attorney's fees, financial damages of any sort or any other relief other than an order or injunction compelling performance.

(C) Any failure by the University or the Trustee to perform in accordance with Article XV shall not constitute a default or an Event of Default under this Indenture or any Supplemental Indenture, and the rights and remedies provided by this Indenture or any Supplemental Indenture upon the occurrence of a default or an Event of Default shall not apply to any such failure.

(D) Article XV shall be construed and interpreted in accordance with the laws of the State, and any suits and actions arising out of Article XV shall be instituted in a court of competent jurisdiction in the State; *provided, however*, that to the extent Article XV addresses matters of federal securities laws, including the Rule, Article XV shall be construed in accordance with such federal securities laws and official interpretations thereof.

1514. Duties, Immunities and Liabilities of Trustee. The Trustee shall have only such duties under Article XV as are specifically set forth herein, and the University agrees to indemnify and save the Trustee, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties under this Section 1514, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Trustee's gross negligence or willful misconduct in the performance of its duties under this Section 1514. Such indemnity shall be separate from and in addition to that provided to the

Trustee under this Indenture. The obligations of the University under this Section 1514 shall survive resignation or removal of the Trustee and payment of the Bonds.

1515. Duties, Immunities and Liabilities of Officials. Pursuant to Public Act No. 95-270, the University shall protect and save harmless any official or former official of the University from financial loss and expense, including legal fees and costs, if any, arising out of any claim, demand, suit or judgment by reason of alleged negligence on the part of such official, while acting in the discharge of his official duties, in providing secondary market disclosure information pursuant to Article XV or performing any other duties set forth herein. Nothing in Article XV shall be construed to preclude the defense of governmental immunity to any such claim, demand or suit. For purposes of this Section 1514, "official" means any person elected or appointed to office or employed by the University. The University may insure against liability imposed by this subsection 1514 through any insurance company organized in the State or through any insurance company of another state authorized to write such insurance in the State or may elect to act as self-insurer of such liability. This Section 1514 shall not apply to cases of willful and wanton fraud.

ARTICLE XVI

Miscellaneous

1601. **Preservation and Inspection of Documents.** All documents received by the Trustee or any Paying Agent under the provisions of this Indenture or any Supplemental Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the University, the Trustee or any Paying Agent and after written request received by the Trustee at least five business days prior to the date of inspection, by any Holder of Outstanding Bonds and their agents and representatives, any of whom may make copies thereof.

1602. **Notice.** Any notice, request, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, return receipt requested, postage prepaid, or sent by telegram, addressed as follows: if to the University, at Gulley Hall, Box U-122, 352 Mansfield Road, Storrs, Connecticut 06269, Attention: Vice President of Finance and Administration; if to the Treasurer, at 55 Elm Street, Hartford, Connecticut 06106, Attention: Assistant Treasurer; and if to the Trustee, at Fleet National Bank of Connecticut, 777 Main Street, Hartford, Connecticut 06115, Attention: Corporate Trust Administration (herein each a "Notice Party"). Each notice party may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

1603. **Parties of Interest.** Nothing in this Indenture or in any Supplemental Indenture adopted pursuant to the provisions hereof, expressed or implied, is intended to or shall be construed to confer upon or to give to any person or party other than the University, Trustee, Paying Agents, and the Holders of the Bonds pertaining thereto any rights, remedies or claims under or by reason of this Indenture or any Supplemental Indenture or any covenants, condition or stipulation thereof; and all covenants, stipulations, promises and agreements in this Indenture and any Supplemental Indenture contained by or on behalf of the University shall be for the sole and exclusive benefit of the University, Trustee and Paying Agents, any provider of a **Bond Facility**, a Swap Provider or the provider of a related Swap Facility and the Holders from time to time of the Bonds.

1604. **No Recourse Under Indenture or on Bonds.** All covenants, stipulations, promises, agreements and obligations of the University contained in this Indenture shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the University and not of any member, officer or employee of the University in his individual capacity, and no recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on this Indenture against any member, officer or employee of the University or any natural person executing the Bonds, Notes, a Swap, a Swap Facility or a **Bond Facility**. Pursuant to Section 19 of the Act, the provisions of Sections 4-165 and 5-141d of the General Statutes shall apply to any employee or official of the University or other state agency who is discharging his duties or acting within the scope of his employment in furtherance of the UConn 2000 Infrastructure Improvement Program.

1605. **Severability.** Except for 914 and other provisions of this Indenture relating to the State Debt Service Commitment, if any one or more of the covenants, stipulations, promises, agreements or obligations provided in this Indenture on the part of the University, Trustee or any Paying Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, then such covenant or covenants, stipulation or stipulations, promise or promises, agreement or agreements, obligation or obligations shall be deemed and construed to be severable from the remaining covenants, stipulations, promises, agreements and obligations herein contained and shall in no way affect the validity of the other provisions of this Indenture.

1606. **Headings.** Any headings preceding the texts of the several Articles and Sections hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Indenture, nor shall they affect its meaning, construction or effect.

1607. **Law and Place of Enforcement.** This Indenture shall be construed and governed in accordance with the laws of the State and all suits and actions arising out of this Indenture or on the Bonds shall be instituted in the Superior Court of Hartford - New Britain.

1608. **Conflict.** All resolutions or parts of resolutions or other proceedings of the University in conflict herewith be and the same are repealed insofar as such conflict exists.

1609. **Effective Date.** This Indenture shall take effect as of the date hereof.

1610. **Counterparts.** This Indenture may be executed in any number of counterparts, each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the University of Connecticut has caused this Indenture of Trust to be signed by its President, and sealed the same with its seal attested by an Authorized Officer; and the Trustee, for itself, its successor or assigns, has caused this Indenture of Trust to be signed and sealed by its duly authorized officer and has, by its execution hereof, signified its acceptance of the trust hereby created and imposed.

UNIVERSITY OF CONNECTICUT

By: _____
Harry J. Hartley
President
Date: As of November 1, 1995

(SEAL)

ATTEST:

By: _____
Wilbur R. Jones
Vice President for Finance

and Administration
Date: As of November 1, 1995

FLEET NATIONAL BANK OF CONNECTICUT

By: _____
Name:
Title:
Date: As of November 1, 1995

(SEAL)

ATTEST:

By: _____
Date: As of November 1, 1995

Exhibit A

Financial Policy Number 2

Exhibit B - Bond Form

[Form of Bond, Side 1]

REGISTERED

REGISTERED

NO. AR-__

\$ _____

NEITHER THE STATE OF CONNECTICUT NOR ANY MUNICIPALITY THEREOF OTHER THAN THE UNIVERSITY OF CONNECTICUT SHALL BE OBLIGATED TO PAY THIS BOND OR THE INTEREST HEREON AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CONNECTICUT OR OF ANY MUNICIPALITY IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR THE INTEREST ON THIS BOND.

THE UNIVERSITY OF CONNECTICUT
GENERAL OBLIGATION BONDS (19__ SERIES __)

MATURITY DATE INTEREST RATE BOND DATE CUSIP

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

THE UNIVERSITY OF CONNECTICUT (the "University"), a body politic and corporate organized and existing under the laws of the State of Connecticut (the "State") for value received, hereby promises to pay to the registered holder identified above or registered assigns on the maturity date set forth above, the principal sum set forth above upon presentation and surrender hereof and in like manner to pay interest on such principal sum from the date hereof until the University's obligation with respect to payment of such principal sum shall be discharged, at the interest rate set forth above, semi-annually on the fifteenth day of May and November in each year. Interest on the Bonds shall be paid by check or draft mailed to the registered owners thereof before the close of business on the preceding _____ and _____ (whether or not a business day). The principal or redemption price, if any, of this bond are payable at the principal office of _____, in the City of Hartford, Connecticut, or at the office designated for such payment of its respective successor as paying agent, in any coin or currency of the United States of America which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

This bond and the issue of which it forms a part are general obligations of the University for which its full faith and credit is pledged payable out of any revenues or other assets, receipts, funds or moneys of the University, and is additionally secured by a pledge of and lien upon the Trust Estate created under an Indenture of Trust subject only to any agreements permitted by the Indenture of Trust with the holders of particular notes or bonds pledging any particular revenues, receipts, funds or moneys. This bond does not constitute a debt or liability of

the State or any municipality thereof or a pledge of the faith and credit of the State or of any such municipality. This Bond does not constitute a debt or liability issued or guaranteed by the State within the meaning of Section 3-21 of the General Statutes of the State except the amount required by the Act to be so included.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof. Such provisions shall for all purposes have the same effect as if set forth here.

This bond is issued pursuant to and in full compliance with the Constitution and laws of the State. It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this bond do exist, have happened and have been performed in due time, form and manner as required by law and that the issuance of this bond and of the issue of which it forms a part, together with all other obligations of the University, do not exceed or violate any constitutional or statutory limitation.

Neither the officers of the University nor any person executing this bond shall be liable personally or be subject to any personal liability or accountability by reason of the issuance hereof.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate or authentication hereon shall have been signed by the Trustee.

IN WITNESS WHEREOF, THE UNIVERSITY OF CONNECTICUT has caused this bond to be executed in its name by the manual or facsimile signature of its President and its official seal or a facsimile thereof to be hereunto impressed or imprinted hereon and attested by the manual or facsimile signature of an Authorized Officer all as of the bond date set forth above.

THE UNIVERSITY OF CONNECTICUT

By _____
President

(SEAL)

Attest:

Authorized Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds of the issue described in the within mentioned Indenture and is one of the General Obligation Bonds, 1996 Series A, of The University of Connecticut.

_____, Trustee

By _____
Authorized Representative

_____ This bond is one of an authorized issue of bonds of the University in the aggregate principal amount set forth above ("19__ Series __ Bonds") which are issued for the purpose of providing funds for the UConn 2000 Infrastructure Improvement Program. The 1996 Series A Bonds are authorized pursuant to Public Act No. 95-230, The University of Connecticut 2000 Act, as amended to date (the "Act") and are issued pursuant to a resolution adopted by the University on _____, 95 and under a Master Indenture of Trust (the "Indenture") entered into by the University and _____, as Trustee (such trustee and any successor thereto under the Indenture being herein called the "Trustee"), dated as of November 1, 1995. Reference to the Indenture and any and all supplements thereto and modifications and amendments thereof and to the Act is made for a description of the pledges and covenants securing the Bonds, the nature, extent and manner of enforcement of such pledges, the rights and remedies of the owners of the Bonds with respect thereto and the terms and conditions upon which the Bonds are issued and additional Bonds may be issued for the purpose of refunding outstanding Bonds. Terms not defined herein shall have the meanings set forth for such terms in the Indenture.

The Bonds maturing in any one year are issuable in registered form, without coupons, in denominations of five thousand dollars (\$5,000.00) or any integral multiple thereof not exceeding the aggregate principal amount of Bonds maturing in such year.

[Sinking Fund call, if Term Bonds]

[Optional Call provisions, if any]

[Extraordinary Call provisions, if any]

[In the event any of the Bonds are to be called for redemption, notice thereof shall be given, by first-class mail, postage prepaid to the registered owners of Bonds of the Series which are to be redeemed, at their last known addresses, if any, appearing on the registration books of the University at least 30 days but not more than 45 days prior to the redemption date and a second notice of redemption shall be sent by registered or certified mail at such address to any registered owner who has not submitted his Bonds to the Trustee or Paying Agent for payment on or before the date sixty days following the date fixed for redemption. Such notices shall specify the Series and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of registered Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable.

The failure of any Bond owner to receive notice shall not affect the validity of the proceedings for the redemption of Bonds. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to the redemption date, shall be held by the Trustee and Paying Agents so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date, interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption and, except with respect to any mandatory redemption, shall not be deemed to be in default hereunder.]

This Bond is transferable only upon the books of the University, which shall be kept for that purpose at the principal corporate trust office of the Trustee, by the registered owner hereof in person or by his attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney. Upon such transfer, the University shall issue in the name of the transferee a new Bond of the same aggregate principal amount, tenor and Series and maturity as this Bond.

The University, the Trustee and each Paying Agent may deem and treat the person in whose name this Bond is registered upon the books of the University as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if any, of and interest on this Bond and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effective to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid, and neither the University nor any Fiduciary shall be affected by any notice to the contrary.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the University and the rights of the holders of the Bonds at any time by the University with the consent of the holders of not less than two-thirds in aggregate principal amount of the Bonds at the time outstanding thereunder. Any such consent shall be conclusive and binding upon each such holder and upon all future holders of each Bond and of any Bond issued upon the transfer or exchange thereof, whether or not notation of such consent is made thereon. The Indenture also contains provisions permitting the Trustee to waive certain past defaults and their consequences. The holder of this bond shall have no right to enforce the provisions of the Indenture, to institute action to enforce the provisions and covenants thereof or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

ASSIGNMENT

FOR VALUE RECEIVED, the Undersigned hereby sells,
assigns and transfers unto
(PLEASE PRINT OR TYPE NAME AND ADDRESS OF ASSIGNEE)

the within Bond and does hereby irrevocably constitute and appoint

_____ Attorney to transfer the Bond on the books kept for
the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The signature to
this assignment must
correspond with the name
as it appears upon the face
of the within bond in
every particular.

In the presence of:

NOTICE: The signature must be guaranteed by an
institution which is a member of one of the
following recognized signature guarantee
programs:

- (1) The Securities Transfer Agent Medallion
Program (STAMP);
- (2) The New York Stock Exchange Medallion
Program (MSP);
- (3) The Stock Exchange Medallion Program
(SEMP)

STATE OF CONNECTICUT

Office of the
State Comptroller

William E. Curry Jr.
Comptroller

Office of Finance

Andrew F. Urban
Executive Financial Officer

Financial Policy Number 2

Effective Date: July 1, 1994

Accounting and Financial Reporting Standards for
State of Connecticut Constituent Units of Higher Education

Authority: This financial policy is established under the authority of Connecticut General Statutes (CGS) 3-112, which states in part that the Comptroller prescribes the mode of keeping and rendering all public accounts of the State, and CGS 4-70a, which states in part that the Executive Financial Officer, subject to the approval of the Secretary of the Office of Policy and Management, shall establish state agency financial policies, and CGS 10a-6(1), which states that the board of governors of higher education shall establish state-wide policy and guidelines for Connecticut's system of public higher education.

Policy: All constituent units of higher education, and respective institutions under their jurisdiction, which are considered to be part of the reporting entity of the State of Connecticut shall maintain their accounting records and report their results of operation and financial position in accordance with applicable State statutes and regulations, the Comptroller's State Accounting Manual and the pronouncements of the following, in order of precedence: Governmental Accounting Standards Board (GASB); Financial Accounting Standards Board (FASB); *Audit of Colleges and Universities*, published by the American Institute of Certified Public Accountants (AICPA); and the *Financial Accounting and Reporting Manual for Higher Education*, published by the National Association of College and University Business Officers (NACUBO). Compliance with this policy is to be coordinated by the Department of Higher Education.

Background: Although authoritative standards of accounting and financial reporting exist in the pronouncements and other guidance published by GASB, FASB, the AICPA, and NACUBO, there has been no established State policy which requires State constituent units of higher education to conform to those standards. This policy is being established to create and maintain consistency and uniformity of accounting and financial reporting standards across all State constituent units of higher education.

Implementation: This policy will be implemented not later than July 1, 1995, in order to provide uniform standards of accounting and financial reporting for the State's 1997-99 biennium. Implementation will begin with a survey of all State institutions of higher education to determine the extent of compliance with existing authoritative standards of accounting and financial reporting. The Department of Higher Education will be responsible for coordinating the implementation and maintenance of the policy. The Committee for Accounting and Financial Reporting Standards for Higher Education is established with the following membership: The Executive Financial Officer, the Executive Budget Officer, the Director of Accounting in the Office of the State Comptroller, and the chief financial officers of the Department of Higher Education, the University of Connecticut, the University of Connecticut Health Center, the Community and Technical Colleges, the Connecticut State University System, and Charter Oak State College. The purpose of the Committee is to provide guidance regarding accounting and financial reporting matters to the constituent units of higher education.

DAC 07/19/94