

**THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF ILLINOIS**

**[\$[Principal Amount Series 2014A]
University of Illinois Auxiliary
Facilities System Revenue Bonds,
Series 2014A**

**[\$[Principal Amount Series 2014B]
University of Illinois Auxiliary
Facilities System Revenue Bonds,
Series 2014B (Taxable)**

BOND PURCHASE AGREEMENT

_____, 2014

The Board of Trustees of the University of Illinois
354 Henry Administration Building
506 South Wright Street
Urbana, Illinois 61801

Ladies and Gentlemen:

Wells Fargo Bank, National Association as representative (“Wells Fargo” or the “Representative”), on behalf of itself, Loop Capital Markets LLC and Cabrera Capital Markets LLC (collectively, the “Underwriters”), offers to enter into the following agreement with The Board of Trustees of the University of Illinois (the “Board”), which, upon the Board’s written acceptance of this offer, will be binding upon the Board and upon the Underwriters. This offer is made subject to the Board’s written acceptance hereof on or before 5:00 p.m., Chicago time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriters upon notice delivered to the Board at any time prior to the acceptance hereof by the Board. Initially capitalized terms used but not otherwise defined herein have the same meanings given them in the Official Statement or the Bond Resolution (each hereinafter defined), as the case may be or as the context may require.

1. Purchase and Sale of the Series 2014AB Bonds. Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Underwriters hereby agree to purchase from the Board, and the Board hereby agrees to sell and cause to be delivered to the Underwriters, all, but not less than all, of the Board’s University of Illinois Auxiliary Facilities System Revenue Bonds, Series 2014A (the “Series 2014A Bonds”) and University of Illinois Auxiliary Facilities System Revenue Bonds, Series 2014B (Taxable) (the “Series 2014B Bonds” and, together with the Series 2014A Bonds, the “Series 2014AB Bonds”). The principal amount of the Series 2014AB Bonds to be issued, the dated date therefor, the maturities, sinking fund and optional redemption provisions and interest rates per annum are set forth in Schedule 1 hereto and the Series 2014AB Bonds shall otherwise have such terms and provisions as set forth in the hereinafter defined Official Statement.

The purchase price for the Series 2014A Bonds shall be \$_____, which represents the principal amount of the Series 2014A Bonds, [plus][less] [net] original issue [premium][discount] of \$_____ and less an underwriting discount of \$_____.

The purchase price for the Series 2014B Bonds shall be \$_____, which represents the principal amount of the Series 2014B Bonds, [plus][less] [net] original issue [premium][discount] of \$_____ and less an underwriting discount of \$_____.

The Preliminary Official Statement of the Board relating to the Series 2014AB Bonds, dated January __, 2014, including the cover page and Appendices thereto, (the “Preliminary Official Statement”), with such changes and amendments to the date hereof as have been mutually agreed to by the Board and the Underwriters, is hereinafter called the “Official Statement.”

2. The Series 2014AB Bonds and the Official Statement.

(a) The Bonds shall be as described in, and shall be issued and secured under and pursuant to the provisions of the resolution adopted by The Board of Trustees of the University of Illinois on September 20, 1984 (the “Original Resolution”), as amended and supplemented in accordance with its terms, including by a Twentieth Supplemental System Revenue Bond Resolution adopted by the Board on January 23, 2014 (together with the Original Resolution, as supplemented and amended to date, the “Bond Resolution”).

(b) The Board hereby represents and warrants that the Preliminary Official Statement previously delivered to the Underwriters was “deemed final” by the Board as of the date thereof, except for the omission of such information as is dependent upon the final pricing of the Series 2014AB Bonds for completion, all as permitted to be excluded by Rule 15c2-12 under the Securities Exchange Act of 1934 (“Rule 15c2-12”). The Official Statement delivered to the Underwriters immediately prior to or concurrently herewith is “final” for purposes of Rule 15c2-12 as of the date hereof.

(c) The Official Statement shall be provided for distribution, at the expense of the Board, in such quantity as may be requested by the Underwriters no later than the earlier of (i) seven (7) business days after the date of this Bond Purchase Agreement or (ii) one (1) business day prior to the Closing Date in order to permit the Underwriters to comply with Rule 15c2-12, and the applicable rules of the Municipal Securities Rulemaking Board (the “MSRB”), with respect to distribution of the Official Statement. The Board shall prepare the Official Statement, including any amendments thereto, in word-searchable PDF format as described in the MSRB’s Rule G-32 and shall provide the electronic copy of the word-searchable PDF format of the Official Statement to the Underwriters no later than one (1) business day prior to the Closing Date to enable the Underwriter(s) to comply with MSRB Rule G-32.

(d) The Underwriters agree to make the Official Statement available through the MSRB’s Electronic Municipal Market Access (“EMMA”) system or such other information repository as shall be proscribed by applicable MSRB requirements.

3. Sale to Underwriters. It shall be a condition to the Board’s obligations to sell and cause to be delivered the Series 2014AB Bonds to the Underwriters and to the Underwriters’ obligations to purchase, to accept delivery of and to pay for the Series 2014AB Bonds that the entire principal amount of the Series 2014AB Bonds shall be issued, sold and delivered by the Board and purchased, accepted and paid for by the Underwriters at the Closing

(hereinafter defined). The Underwriters agree to offer the Series 2014AB Bonds at prices not in excess of the initial offering prices or yields set forth on the inside cover page of the Official Statement.

4. Use of Documents, Certain Covenants and Agreements of the Board.

(a) The Board hereby authorizes, ratifies and confirms, as applicable, the use by the Underwriters of the Bond Resolution, the Preliminary Official Statement and the Official Statement and the information therein contained in connection with the public offering and sale of the Series 2014AB Bonds.

(b) The Board covenants and agrees:

(1) To cause to be made available to the Underwriters such reasonable quantities of the Bond Resolution as the Underwriters may request for use in connection with the offering and sale of the Series 2014AB Bonds and to cause reasonable quantities of the Official Statement to be delivered to the Underwriters, without charge, within seven business days from the date hereof and, in the event the Closing Date is less than seven business days after the date hereof, upon request of the Underwriters, in sufficient time to accompany any confirmation requesting payment from any customers of any Underwriter;

(2) To apply the proceeds from the sale of the Series 2014AB Bonds as provided in and subject to all of the terms and provisions of the Bond Resolution and not to take or omit to take any action which action or omission will adversely affect the exclusion from gross income for Federal income tax purposes of the interest on the Series 2014A Bonds;

(3) If, after the date of this Bond Purchase Agreement and until twenty-five (25) days after the “end of the underwriting period” (as defined in Rule 15c2-12), any event shall occur as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances when the Official Statement is delivered to a purchaser, not misleading in any material respect, or if it is necessary to amend or supplement the Official Statement to comply with law, to notify the Underwriters (and for the purposes of this clause (iii) to provide the Underwriters with such information as they may from time to time request), and forthwith to prepare and furnish, at its own expense (in a form and manner approved by the Underwriters), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in light of the circumstances under which they were made, not misleading or so that the Official Statement will comply with law;

(4) To furnish such information and execute such instruments and take such action in cooperation with the Underwriters as the Underwriters may reasonably request (A) to (1) qualify the Series 2014AB Bonds for offer and sale under the Blue Sky or other

securities laws and regulations of such states and other jurisdictions in the United States as the Underwriters may designate and (2) determine the eligibility of the Series 2014AB Bonds for investment under the laws of such states and other jurisdictions and (B) to continue such qualifications in effect so long as required for the distribution of the Series 2014AB Bonds; *provided, however*, that the Board will not be required to qualify as a foreign corporation or to file any general or special consents to service of process under the laws of any jurisdiction in which it is not now so subject;

(5) To advise the Underwriters immediately of receipt by the Board of any notification with respect to the suspension of the qualification of the Series 2014AB Bonds for sale in any jurisdiction or the initiation or threat of any proceeding for that purpose;

(6) Prior to Closing, other than as disclosed in the Official Statement, not to offer or issue any bonds, notes or other obligations for borrowed money or incur any material liabilities, direct or contingent, payable from or secured by any of the revenues or assets that will secure the Series 2014AB Bonds; and

(7) To furnish, to the Underwriters, (A) upon its occurrence (promptly confirmed in writing), a description of any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Board and (B) from time to time, any additional information as the Underwriters may reasonably request.

5. Representations and Warranties. (a) The Board hereby represents and warrants to each of the Underwriters, which representations and warranties shall survive the purchase and offering of the Series 2014AB Bonds, as follows:

(1) The Board is a body corporate and politic of the State of Illinois (the “State”) duly created, organized and existing under the laws of the State, including the University of Illinois Act (110 ILCS 305/0.01 *et seq.*), as amended and supplemented, and has full legal right, power and authority under such act and the University of Illinois Revenue Bond Financing Act for Auxiliary Facilities, as amended (110 ILCS 405/1 *et seq.*) (collectively the “Acts”), and as of the date of the Closing will have full legal right, power and authority under the Acts and the Bond Resolution (i) to enter into this Bond Purchase Agreement, the Continuing Disclosure Agreement and the Tax Exemption Certificate and Agreement dated the date of Closing (the “Tax Agreement”), (ii) to sell, issue and deliver the Series 2014AB Bonds to the Underwriters as provided herein, (iii) to carry out and consummate the transactions contemplated by this Bond Purchase Agreement, the Continuing Disclosure Agreement, the Bond Resolution, the Tax Agreement and the Official Statement; and (iv) to operate the University of Illinois and the System, and the Board has complied, and will at the Closing be in compliance in all respects, with the terms of the Acts and the Bond Resolution as they pertain to such transactions;

(2) By all necessary official action of the Board prior to or concurrently with the acceptance hereof, the Board has duly adopted the Bond Resolution, has duly

authorized and approved the execution and delivery of, and the performance by the Board of the obligations on its part contained in, the Series 2014AB Bonds, the Bond Resolution, this Bond Purchase Agreement, the Tax Agreement and the Continuing Disclosure Agreement, and the consummation by it of all other transactions contemplated by the Official Statement, the Bond Resolution, this Bond Purchase Agreement, the Tax Agreement and the Continuing Disclosure Agreement; the Bond Resolution, this Bond Purchase Agreement, the Tax Agreement and the Continuing Disclosure Agreement constitute legal, valid and binding obligations of the Board, enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Series 2014AB Bonds, when issued, authenticated and delivered to the Underwriters in accordance with the Bond Resolution and this Bond Purchase Agreement will constitute legal, valid and binding special obligations of the Board entitled to the benefits of the Bond Resolution and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; upon the issuance, authentication and delivery of the Series 2014AB Bonds as aforesaid, the Bond Resolution will provide, for the benefit of the holders from time to time of the Series 2014AB Bonds, the legally valid and binding pledge and lien it purports to create as set forth in the Original Resolution as amended and supplemented;

(3) The Board is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Board is a party or to which the Board or any of the property or assets of the System are otherwise subject, and no event has occurred and is continuing that constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Board under any such instrument; and the execution and delivery of the Series 2014AB Bonds, this Bond Purchase Agreement, the Tax Agreement, the Continuing Disclosure Agreement and the adoption of the Bond Resolution and compliance with the provisions on the Board's part contained therein, will not conflict with nor constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Board is a party or to which the Board or any of the property or assets of the System are otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon the Student Tuition and Fees or any of the property or assets of the System or under the terms of any such law, regulation or instrument, except as provided by the Series 2014AB Bonds and in the Bond Resolution;

(4) All authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter that are required for the due authorization of, that would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Board of its obligations under, this Bond Purchase Agreement, the Continuing Disclosure Agreement, the Tax Agreement, the Bond

Resolution, and the Series 2014AB Bonds have been duly obtained, except for such approvals, consents and orders as are stated in the Official Statement as yet to be obtained or as may be required under the Blue Sky or securities laws of any jurisdiction in connection with the offering and sale of the Series 2014AB Bonds;

(5) The Series 2014AB Bonds conform to the descriptions thereof contained in the Official Statement under the caption “DESCRIPTION OF THE SERIES 2014AB BONDS;” the Bond Resolution conforms to the description thereof contained in the Official Statement under the caption “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS” and in Appendix D to the Official Statement; and the proceeds of the sale of the Series 2014AB Bonds will be applied generally as described in the Official Statement under the captions “ESTIMATED SOURCES AND USES OF FUNDS” and “PLAN OF FINANCE;”

(6) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Board, after due inquiry threatened against the Board, affecting the corporate existence of the Board or the titles of its officers to their respective offices, or affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2014AB Bonds or the collection of the Operating Revenues of the System or the Student Tuition and Fees, or the pledge of and lien on the Net Revenues, Student Tuition and Fees (subject to prior payment of operating and maintenance expenses of the System, but only to the extent necessary) or the Bond and Interest Sinking Fund Account pursuant to the Bond Resolution or in any way contesting or affecting the validity or enforceability of the Series 2014AB Bonds, the Bond Resolution, this Bond Purchase Agreement, the Tax Agreement or the Continuing Disclosure Agreement, or contesting the exclusion from gross income of interest on the Series 2014A Bonds for Federal income tax purposes, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or contesting the powers of the Board or any authority for the issuance of the Series 2014AB Bonds, the adoption of the Bond Resolution or the execution and delivery of this Bond Purchase Agreement or the Continuing Disclosure Agreement, nor, to the best knowledge of the Board, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2014AB Bonds, the Bond Resolution, this Bond Purchase Agreement or the Continuing Disclosure Agreement;

(7) As of the date thereof, the Preliminary Official Statement did not, and as of the date hereof, the Preliminary Official Statement does not, contain any untrue statement of a material fact nor omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(8) At the time of the Board’s acceptance hereof and (unless an event occurs of the nature described in clause (3) of paragraph (b) of Section 4 of this Bond Purchase Agreement) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the “end of the underwriting period” (as defined in

Rule 15c2-12), the Official Statement does not and will not contain any untrue statement of a material fact nor omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(9) If the Official Statement is supplemented or amended pursuant to clause (3) of paragraph (b) of Section 4 of this Bond Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including twenty-five (25) days subsequent to the “end of the underwriting period” (as defined in Rule 15c2-12), the Official Statement, as so supplemented or amended, will not contain any untrue statement of a material fact nor omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading; and

(10) The financial statements of, and other financial information regarding, the University and the System in the Official Statement fairly present the financial position and results of the operations of the University and the System as of the dates and for the periods therein set forth. The audited financial statements for the University and the System for the year ended June 30, 2013 contained in the Official Statement have been prepared in accordance with generally accepted accounting principles consistently applied and the financial information in the Official Statement has been determined on a basis substantially consistent with that of the University’s and the System’s audited financial statements.

(11) The Board has complied on a timely basis with all of its previous undertakings entered into pursuant to Rule 15c2-12 promulgated by the United States Securities Exchange Commission under the Securities Exchange Act of 1934, as amended.

(b) *Certification of Compliance with Illinois Statutory Restrictions.* Each Underwriter, on behalf of itself and not on behalf of any other Underwriter, hereby makes the following certifications required pursuant to 30 ILCS 500/50-21:

(1) The Underwriter is not, and will not use, an independent consultant as defined in 30- ILCS 500/50-21(a) for the duration of its contract with the Board;

(2) The Underwriter is and shall remain for the duration of the contract with the Board in compliance with MSRB Rule G-37 (or any successor rule) for reporting political contributions;

(3) The Underwriter has not been found to have knowingly violated in Illinois MSRB Rule G-37 (or any successor rule) with respect to the making of prohibited political contributions or payments;

(4) The Underwriter has not been found to have knowingly violated in Illinois MSRB Rule G-38 (or any successor rule) with respect to the prohibition on obtaining or retaining municipal securities business; and

(5) The Underwriter will immediately notify the Board in writing of any subsequent non-compliance with any of the above certifications occurring within the duration of the contract with the Board.

(c) The Representative certifies that it is authorized to execute this Bond Purchase Agreement as representative of the Underwriters.

6. Closing.

(a) At 10:00 a.m., Chicago, Illinois, time on February __, 2014, or at such other time and date as shall have been mutually agreed upon by the Board and the Underwriters (the "Closing Date"), the Board will, subject to the terms and conditions hereof, deliver the Series 2014AB Bonds to the Underwriters duly executed and authenticated, together with the other documents hereinafter mentioned, and the Underwriters will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Series 2014AB Bonds as set forth in Section 1 of this Bond Purchase Agreement by wire transfer of immediately available funds to the account of the Board. Payment for the Series 2014AB Bonds as aforesaid shall be made at the offices of Chapman and Cutler LLP ("Bond Counsel"), in Chicago, Illinois, or such other place as shall have been initially agreed upon by the Board and the Underwriters (the "Closing").

(b) Delivery of the Series 2014AB Bonds shall be made to the Trustee on behalf of DTC by Fast Automated Securities Transfer. The Series 2014AB Bonds shall be delivered in fully registered form bearing CUSIP numbers without coupons with one Bond for each maturity of Series 2014AB Bonds registered in the name of Cede & Co. and shall be made available to the Underwriters at least one business day before the Closing for purposes of inspection.

7. Closing Conditions. The Underwriters have entered into this Bond Purchase Agreement in reliance upon the representations, warranties and agreements of the Board contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Board of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriters' obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Series 2014AB Bonds shall be conditioned upon the performance by the Board of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following additional conditions:

(a) The representations and warranties of the Board contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) At the time of the Closing, the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriters;

(c) At the time of the Closing, all official action of the Board relating to this Bond Purchase Agreement, the Continuing Disclosure Agreement, the Tax Agreement, the Series 2014AB Bonds and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented; and the Underwriters shall have received, in appropriate form, evidence thereof;

(d) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change, in the condition, financial or otherwise, or in the revenues or operations of the Board, from that set forth in the Preliminary Official Statement that in the judgment of the Underwriters, is material and adverse and that makes it, in the judgment of the Underwriters, impracticable to market the Series 2014AB Bonds on the terms and in the manner contemplated herein;

(e) At or prior to the Closing, the Underwriters shall have received each of the following documents:

(1) The Official Statement, and each supplement or amendment, if any, thereto, executed on behalf of the Board by its Comptroller and the reports and audits referred to or appearing in the Official Statement;

(2) The Bond Resolution, duly certified by a duly authorized officer of the Board dated the date of the Closing, having been duly adopted by the Board and as being in full force and effect, with only such supplements or amendments as may have been agreed to by the Underwriters;

(3) The Tax Agreement;

(4) An opinion and letter, dated the date of the Closing, of counsel to the Board, in substantially the forms of Exhibit A-1, Exhibit A-2 and Exhibit A-3 hereto;

(5) Opinion, dated the date of Closing, of Bond Counsel, in substantially the form set forth in Appendix E to the Official Statement;

(6) A supplemental opinion, dated the date of the Closing, of Bond Counsel, in substantially the form of Exhibit B hereto;

(7) An opinion, dated the date of the Closing and addressed to the Underwriters, of Katten Muchin Rosenman LLP, Chicago, Illinois, counsel for the Underwriters, in substantially the form of Exhibit C hereto;

(8) A letter from KPMG LLP consenting to the use of their reports appearing in Appendices B and C of the Preliminary Official Statement and the Official Statement;

(9) A letter from the Comptroller of the Board, dated the date of the Closing and addressed to the Underwriters, which shall confirm the accuracy of the financial information contained in the Official Statement under the headings "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS," "PRO FORMA MAXIMUM ANNUAL NET DEBT SERVICE COVERAGE" and "ANNUAL DEBT SERVICE

REQUIREMENTS ON THE BONDS” which is contained in the audited financial statements of the University and the System is an accurate representation of the related portions of such audited financial statements;

(10) Letters evidencing the ratings on the Series 2014AB Bonds by Moody’s Investors Service of at least “__” and by Standard & Poor’s Ratings Service of at least “__” and that all such ratings are in effect as of the date of Closing;

(11) A fully executed copy of the Continuing Disclosure Agreement;

(12) A certificate, dated the date of the Closing, executed by the Comptroller and Secretary of the Board stating that (A) each of the representations and warranties of the Board set forth in this Bond Purchase Agreement is true, accurate and complete in all respects as of the date of the Closing, as if made on the date of the Closing; (B) the Official Statement has been duly approved by the Comptroller of the Board, (C) this Bond Purchase Agreement has been duly approved by the Comptroller of the Board; (D) the Bond Resolution has been duly adopted and is in full force and effect and has not been amended, modified or revoked; (E) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or, to their knowledge, threatened against or affecting the Board, that would adversely affect the Board’s ability to complete the transactions described in and contemplated by the Official Statement or in any way contesting or affecting in any manner whatsoever the corporate existence of the Board, or the titles of its present officials to their respective offices, or restraining or enjoining the issuance and delivery of the Series 2014AB Bonds or the exercise by the Board of any of its powers, duties or obligations under the laws of the State of Illinois with respect to any revenues, assets and amounts pledged under the Bond Resolution, including the application of the proceeds of the sale of the Series 2014AB Bonds and the payment, collection or application of revenues or other funds pursuant to the Bond Resolution, or the fixing or collection of the rates, charges and revenues pledged to the payment of the Series 2014AB Bonds, or the pledge thereof, as described in the Bond Resolution, or in any way contesting or affecting any authorization for or the validity or enforceability of the Series 2014AB Bonds, the Bond Resolution, or the application of the proceeds of the Series 2014AB Bonds or the payment, collection or application of revenues or other funds, or the pledge thereof pursuant to the Bond Resolution, and that none of the proceedings authorizing the issuance of the Series 2014AB Bonds have been amended, revoked or rescinded; (F) the execution and delivery of the Series 2014AB Bonds, the Bond Resolution, this Bond Purchase Agreement, the Continuing Disclosure Agreement and the Tax Agreement, and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Board a breach of or default under any agreement or other instrument to which the Board is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Board is subject, or any agreement, resolution or other instrument to which the Board is subject or by which it is bound; (G) the Series 2014AB Bonds, the Bond Resolution, this Bond Purchase Agreement, the Tax Agreement and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the Board and, assuming due authorization, execution and delivery by the other parties thereto, if any, constitute legal,

valid and binding agreements of the Board enforceable in accordance with their respective terms, except as the enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and equitable remedies if equitable remedies are sought; (H) no authorization, approval, consent or other order of the State of Illinois or of any other governmental authority or agency within the State of Illinois, other than the Board, is required for the valid issuance and delivery of the Series 2014AB Bonds, the valid authorization, execution and delivery by the Board of the Bond Resolution, this Bond Purchase Agreement, the Tax Agreement and the Continuing Disclosure Agreement; (I) the information in the Preliminary Official Statement did not as of its date and as of the date of this Bond Purchase Agreement (except for the omission of information permitted by Section (b)(1) the Rule) contain an untrue statement of material fact or omit to state a material fact required or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and (J) the information in the Official Statement did not as of its date and does not as of the Closing contain an untrue statement of material fact or omit to state a material fact required or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and

(13) Such additional legal opinions, certificates, instruments and other documents as the Underwriters or counsel to the Underwriters may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the date of the Closing, of the Board's representations and warranties contained herein and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Board on or prior to the date of the Closing of all the respective agreements then to be performed and conditions then to be satisfied by the Board.

All of the opinions, letters, certificates, instruments and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Underwriters.

If the Board shall be unable to satisfy the conditions to the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2014AB Bonds contained in this Bond Purchase Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Series 2014AB Bonds shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriters nor the Board shall be under any further obligation hereunder, except that the respective obligations of the Board and the Underwriters set forth in Sections 8 and 10 hereof shall continue in full force and effect.

In the event that the Underwriters fail (other than for a reason permitted hereunder) to accept and pay for the Series 2014AB Bonds at the Closing as herein provided, the Underwriters shall pay to the Board an amount equal to 1% of the par amount of the Series 2014AB Bonds as and for full liquidated damages for such failure and for any defaults hereunder on the part of the Underwriters and such amount shall constitute a full release and discharge of all claims and damages for such failure and for any and all such defaults, and the Board shall

have no further action for damages, specific performance or any other legal or equitable relief against the Underwriters.

8. Indemnification and Contribution. The Board agrees, to the extent permitted by law, to indemnify and hold harmless each Underwriter and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), from and against any and all losses, claims, damages and liabilities caused by any untrue statement or alleged untrue statement of a material fact contained in the Official Statement or the Preliminary Official Statement, or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to the Underwriters furnished to the Board in writing by any Underwriter through Wells Fargo expressly for use therein.

Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Board, its directors and its officers, but only with reference to information relating to such Underwriter furnished to the Board in writing by such Underwriter through Wells Fargo expressly for use in the Official Statement, the Preliminary Official Statement or any amendment or supplement thereto.

In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to either of the two preceding paragraphs, such person (hereinafter called the indemnified party) shall promptly notify the person against whom such indemnity may be sought (hereinafter called the indemnifying party) in writing and the indemnifying party upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnified party and the indemnifying party shall have mutually agreed to the retention of such counsel or (ii) representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties, and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Representative in the case of parties indemnified pursuant to the first paragraph of this Section 8 and by the Board in the case of parties indemnified pursuant to the second paragraph of this Section 8. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel contemplated by the third sentence of this paragraph, the

indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party, in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

If the indemnification provided for in the first or second paragraphs of this Section 8 is unavailable to an indemnified party in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Board and the Underwriters from the offering of the Series 2014AB Bonds or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Board and of the Underwriters in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Board and the Underwriters shall be deemed to be in the same respective proportions as the net proceeds from the offering (before deducting expenses) received by the Board and the total underwriting discounts and commissions received by the Underwriters, bear to the aggregate public offering price of the Series 2014AB Bonds. The relative fault of the Board and the Underwriters shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Board or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Board and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section were determined by allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Series 2014AB Bonds underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this

Section are several in proportion to their respective underwriting percentages (as set forth in their Agreement Among Underwriters) and not joint.

The indemnity and contribution agreements contained in this Section and the representations and warranties of the Board contained in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of (1) any termination of this Bond Purchase Agreement, (ii) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter or by or on behalf of the Board, its officers or directors or any other person controlling the Board and (iii) acceptance of and payment for any of the Series 2014AB Bonds.

9. Termination. The Underwriters shall have the right to terminate their obligations under this Bond Purchase Agreement to purchase, to accept delivery of and to pay for the Series 2014AB Bonds by notifying the Board of their election to do so if, after the execution hereof and prior to the Closing:

(a) (i) legislation (including any amendment thereto) shall have been introduced in or adopted by either House of the Congress of the United States or recommended to the Congress or otherwise endorsed for passage by the President of the United States, the Treasury Department of the United States, the Internal Revenue Service or the Chairman or ranking minority member of the Committee on Finance of the United States or the Committee on Ways and Means of the United States House of Representatives, or legislation is proposed for consideration by either such committee by any member thereof or presented as an option for consideration by either such committee by the staff of such committee, or by the staff of the Joint Committee on Taxation of the Congress of the United States, or a bill to amend the Internal Revenue Code (which, if enacted, would be effective as of a date prior to the Closing) shall be filed in either house, or (ii) a decision shall have been rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, or (iii) an order, filing, ruling or regulation shall have been issued or proposed by or on behalf of the Treasury Department of the United States or the Internal Revenue Service or any other agency of the United States, or (iv) a release or official statement shall have been issued by the President of the United States or by the Treasury Department of the United States or by the Internal Revenue Service, the effect of which, in any such case described in clauses (i), (ii), (iii), or (iv), would be to impose, directly or indirectly, Federal income taxation upon interest received on obligations of the general character of the Series 2014A Bonds or upon income of the general character to be derived by the Board, other than as imposed on the Series 2014A Bonds and income therefrom under the Federal tax laws in effect on the date hereof, in such a manner as in the judgment of the Underwriters would make it impracticable to market the Series 2014A Bonds on the terms and in the manner contemplated in the Official Statement;

(b) any action shall have been taken by the Securities and Exchange Commission or by a Court that would require registration of any security under the Securities Act of 1933, as amended, or qualification of any indenture under the Trust Indenture Act of 1939, as amended, in connection with the public offering of the Series 2014AB Bonds, or any action shall have been taken by any court or by any governmental authority suspending the use of the Official Statement or any amendment or supplement thereto, or any proceeding for that purpose shall have been initiated or threatened in any such court or by any such authority;

(c) (i) the Constitution of the State shall be amended or an amendment shall be proposed, or (ii) legislation shall be enacted or introduced, or (iii) a decision shall have been tendered as to matters of Illinois law, or (iv) any order, ruling or regulation shall have been issued or proposed by or on behalf of the State by an official, agency or department thereof, affecting the tax status of the Board, its property or income, its notes or bonds (including the Series 2014A Bonds) or the interest thereon, that in the judgment of the Underwriters would make it impracticable to market the Series 2014AB Bonds on the terms and in the manner contemplated in the Official Statement;

(d) any fact or event shall exist or have existed that, in the Underwriters' judgment, requires or has required an amendment of or supplement to the Official Statement;

(e) (i) trading generally shall have been suspended or materially limited on or by, as the case may be, any of the New York Stock Exchange, the Financial Industry Regulatory Authority, the Chicago Board Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, (ii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities or a major financial crisis or a material disruption in commercial banking or securities settlement or clearances services shall have occurred, or (iii) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis that, in the judgment of the Underwriters, is material and adverse and (b) in the case of any of the events specified in clauses (i) through (iii), such event singly or together with any other such event makes it, in the judgment of the Underwriters, impracticable to market the Series 2014AB Bonds on the terms and in the manner contemplated in the Official Statement;

(f) there shall have occurred any downgrading, or any notice shall have been given of (A) any intended or potential downgrading or (B) any review or possible change that does not indicate the direction of a possible change, in the rating accorded any of the Board's obligations (including the rating to be accorded the Series 2014AB Bonds) by Moody's or S&P;

(g) legislation shall have been enacted by the Federal government or the State of Illinois, a decision of any Federal or State of Illinois court shall have been made, or a ruling or regulation (proposed, temporary or final) of the Securities and Exchange Commission or other governmental agency shall have been made or issued that, in the opinion of counsel for the Underwriters, has the effect of requiring the contemplated distribution of the Series 2014AB Bonds or any agreement offered in connection therewith to be registered under the Securities Act of 1933, as amended, or the Bond Resolution to be qualified as an indenture under the Trust Indenture Act of 1939, as amended;

(h) the purchase of and payment for the Series 2014AB Bonds by the Underwriters, or the resale of the Series 2014AB Bonds by the Underwriters, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(i) there is a withdrawal of any rating on any of the Board's debt obligations substantially similar to the Series 2014AB Bonds.

10. Expenses.

(a) The Underwriters shall be under no obligation to pay, and the Board shall pay, any expenses incident to the performance of the Board's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Series 2014AB Bonds, (ii) the fees and disbursements of Chapman and Cutler LLP, Bond Counsel to the Board; (iii) the fees and expenses of Freeborn & Peters LLP, Special Issuer's Counsel to the Board; (iv) the fees and disbursements of Public Financial Management, Inc. for its services as Financial Advisor to the Board; (v) the fees and disbursements of any other engineers, accountants, and other experts, consultants or advisers retained by the Board; (vi) the fees, if any, for bond ratings, (vii) the costs of printing and distribution of the Preliminary Official Statement and the Official Statement and (viii) any expenses incurred by the Underwriters on behalf of the Board in connection with the marketing, issuance and delivery of the Series 2014AB Bonds, including, but not limited to, meals, transportation, lodging, and entertainment of the Board's employees and representatives; provided, however, that this shall not include any amount for the fees and disbursements of counsel to the Underwriters, which are payable from a management fee of \$52,000 payable to the Underwriters by the Board.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Bond Purchase Agreement, the Agreement Among Underwriters and any Blue Sky Survey; (ii) all advertising expenses in connection with the public offering of the Series 2014AB Bonds; and (iii) all other expenses incurred by them or any of them in connection with the public offering of the Series 2014AB Bonds, including the fees and disbursements of counsel retained by them.

(c) If this Bond Purchase Agreement shall be terminated by the Underwriters because of any failure or refusal on the part of the Board to comply with the terms or to fulfill any of the conditions of this Bond Purchase Agreement, or if for any reason the Board shall be unable to perform its obligations under this Bond Purchase Agreement, the Board will reimburse the Underwriters for all out-of-pocket expenses (including the fees and disbursements of their counsel) reasonably incurred by the Underwriters in connection with this Bond Purchase Agreement or the offering contemplated hereunder.

11. Selection of the Underwriters. The Board acknowledges and agrees that: (i) the primary role of Underwriters is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Board and the Underwriters and that the Underwriters have financial and other interests that differ from those of the Board; (ii) the Underwriters are not acting as municipal advisors, financial advisors, or fiduciaries to the Board and have not assumed any advisory or fiduciary responsibility to the Board with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Board on other matters); (iii) the only obligations that the Underwriters have to the Board with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (iv) the Board has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. The Board has engaged a municipal advisor in this transaction that has legal fiduciary duties to the Board.

12. Notices. Any notice or other communication to be given to the Board under this Bond Purchase Agreement may be given by delivering the same in writing to: (i) University of Illinois, Office of the Comptroller, 354 Henry Administration Building, 506 South Wright Street, Urbana, Illinois 61801, Attention: Walter K. Knorr, Comptroller and (ii) University of Illinois, Director of Capital Financing, 209 Henry Administration Building, MC-339, 506 South Wright Street, Urbana, Illinois 61801-3620, Attention: Robert L. Plankenhorn, and any notice or other communication to be given to the Underwriters under this Bond Purchase Agreement may be given by delivering the same in writing to Wells Fargo Bank, National Association, 301 South College Street, 4th Floor, Charlotte, North Carolina 28202, Attention: Tripp Robinson.

13. Parties in Interest. This Bond Purchase Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Board and the Underwriters (including successors or assigns of any Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof. This Bond Purchase Agreement may not be assigned by the Board. All of the Board's representations, warranties and agreements contained in this Bond Purchase Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of any of the Underwriters; (ii) delivery of and payment for the Series 2014AB Bonds pursuant to this Bond Purchase Agreement; and (iii) any termination of this Bond Purchase Agreement. This Bond Purchase Agreement shall be amended only with the prior written consent of the Board and the Underwriter.

14. Effectiveness. This Bond Purchase Agreement shall become effective upon the acceptance hereof by the Board and shall be valid and enforceable at the time of such acceptance.

15. Choice of Law. This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

16. Representative Capacity. Any authority, right, discretion or other power conferred upon the Underwriters under any provision of this Bond Purchase Agreement may be exercised jointly by the Underwriters or by the Representative, on behalf of the Underwriters, and the Board shall be entitled to rely upon any request, notice or statement if the same shall have been given or made by the Underwriters jointly or by the Representative on behalf of all of the Underwriters.

17. Severability. If any provision of this Bond Purchase Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Bond Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

18. Business Day. For purposes of this Bond Purchase Agreement, “business day” means any day on which the New York Stock Exchange is open for trading.

19. Section Headings. Section headings have been inserted in this Bond Purchase Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Bond Purchase Agreement and will not be used in the interpretation of any provisions of this Bond Purchase Agreement.

20. Counterparts. This Bond Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION,
acting on
behalf of itself and the other Underwriter

By _____
Director

Accepted and agreed to this
____ day of _____, 2014

THE BOARD OF TRUSTEES OF THE
UNIVERSITY OF ILLINOIS

By _____
Walter K. Knorr
Comptroller

SCHEDULE 1

[\$[Principal Amount]]

The Board of Trustees of The University of Illinois
 University of Illinois Auxiliary Facilities
 System Revenue Bonds, Series 2014AB

1. Principal Amount: \$[Principal Amount]
2. Dated: February __, 2014
3. Maturities and Interest Rates:

<u>Maturity</u> (April 1)	<u>Amounts</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>Maturity</u> (April 1)	<u>Amounts</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
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\$ _____ % Term Bonds Due April 1, 20__ to Yield ____%

\$ _____ % Term Bonds Due April 1, 20__ to Yield ____%

4. Optional Redemption

The Series 2014AB Bonds are subject to redemption prior to maturity at the option of the Board, in whole or in part on any date on or after April 1, 20__, and if in part, from the maturities designated by the Board and within a single maturity by lot as selected by the Trustee, at the redemption price of par, plus accrued interest to the date of redemption.

5. Mandatory Sinking Fund Redemption

The Series 2014AB Bonds maturing on April 1, 20__, are subject to mandatory redemption in part by lot on April 1, in each of the years listed below, at a redemption price equal to 100% of the principal amount redeemed plus accrued interest thereon to the redemption date, in the principal amount set forth below next to such year:

<u>Year</u>	<u>Principal Amount</u>
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† maturity

The Series 2014AB Bonds maturing on April 1, 20__, are subject to mandatory redemption in part by lot on April 1, in each of the years listed below, at a redemption price

equal to 100% of the principal amount redeemed plus accrued interest thereon to the redemption date, in the principal amount set forth below next to such year:

Year

Principal Amount

† maturity

EXHIBIT A-1
FORM OF OPINION OF BOARD'S COUNSEL

[LETTERHEAD OF UNIVERSITY COUNSEL]

_____, 2014

Chapman and Cutler LLP
Chicago, Illinois

The Board of Trustees of the University
of Illinois
Urbana, Illinois

Wells Fargo Bank, National Association,
as representative of the Underwriters
Chicago, Illinois

Ladies and Gentlemen:

I am University Counsel for The Board of Trustees of the University of Illinois (the "Board"), in connection with the issuance on this date by the Board of its \$[Principal Amount 2014A] University of Illinois Auxiliary Facilities System Revenue Bonds, Series 2014A (the "Series 2014A Bonds") and its \$[Principal Amount 2014B] University of Illinois Auxiliary Facilities System Revenue Bonds, Series 2014B (Taxable) (the "Series 2014B Bonds" and, together with the Series 2014A Bonds, the "Series 2014AB Bonds") issued pursuant to the resolution of the Board adopted on September 20, 1984, as amended by bond resolutions adopted on June 20, 1985, May 8, 1986, May 9, 1991, June 11, 1993, January 18, 1996, October 15, 1999, June 1, 2000, March 8, 2001, May 23, 2001, May 15, 2003, March 10, 2005, July 14, 2005, September 7, 2006, May 22, 2008, January 15, 2009, May 20, 2010, June 9, 2011, December 2, 2011, March 7, 2013 and January 23, 2014, (the "Bond Resolution") and, in connection therewith, have examined, or caused to be examined, the following:

- A. the Bond Resolution;
- B. the Bond Purchase Agreement dated _____, 2014 (the "Purchase Agreement") between the Board and Wells Fargo Bank, National Association, as representative for itself and for the other underwriters specified therein;
- C. the Continuing Disclosure Agreement dated as of the date hereof (the "Continuing Disclosure Agreement"); and
- D. the Tax Exemption Certificate and Agreement and Certificate dated the date hereof (collectively, the "Tax Agreement").

The Bond Resolution, the Purchase Agreement, the Continuing Disclosure Agreement and the Tax Agreement are hereinafter collectively referred to as the "Documents."

I have also examined (i) the Preliminary Official Statement dated _____, 2014, relating to the Series 2014AB Bonds (the "Preliminary Official Statement"), (ii) the Official Statement dated _____, 2014, relating to the Series 2014AB Bonds (the "Official Statement"), and (iii) such other records, instruments and documents, along with any questions of law or fact as I have deemed appropriate or necessary for the issuing of the opinions provided

hereinafter. Where relevant I have assumed the authenticity of any documents submitted to me as originals, the genuineness of all associated signatures (other than those of the Board), the legal capacity of natural persons and corporations and the conformance of all certified copies of documents to the originals.

Based upon the foregoing, under current laws, regulations and rulings, it is my opinion that:

1. The Board is duly constituted and validly existing as a body corporate and politic with perpetual succession under the Constitution and laws of the State of Illinois and has all requisite power and authority thereunder to execute, deliver and perform its covenants and agreements under the Documents and to issue, sell and deliver the Series 2014AB Bonds.

2. The consummation of the transactions described in the Documents and compliance with the provisions of the Series 2014AB Bonds and the Documents, will not conflict with or constitute a breach or violation of any law, regulation, court order, consent decree, bond, indenture, contract, agreement or other instrument to which the Board is a party or by which it is bound.

3. No consent of any other party and no consent, license, approval or authorization of, exemption by, or registration with any governmental body, authority, bureau or agency (other than those that have been obtained or will be obtained prior to the issuance and delivery of the Series 2014AB Bonds) is required in connection with the issuance and delivery of the Series 2014AB Bonds or the execution, delivery and performance by the Board of the Documents and there is no pending or, to the knowledge of the undersigned, threatened action or proceeding before any court, governmental authority or administrative agency to which the Board is a party which is likely, in any case or in the aggregate, to have a material adverse effect upon the validity of, or the ability of the Board to perform, its obligations under the Series 2014AB Bonds or the Documents, nor am I aware of any facts or circumstances which would give rise to any such action or proceedings.

4. Based upon my participation in the preparation of the Official Statement, executed and delivered in connection with the sale of the Series 2014AB Bonds and without having undertaken to determine independently the accuracy, completeness or fairness of the statements contained therein, nothing has come to my attention which would lead me to believe that the material contained in the Preliminary Official Statement as of its date and as of the date of the Purchase Agreement (except for the omission of information permitted by Section (b)(1) the Rule) and contained in the Official Statement as of its date and as of the date hereof contains any untrue statement of material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that I express no belief or opinion as to (i) any financial, forecast, technical or statistical information or data; (ii) any information relating to the description of DTC or the book-entry system; (iii) information under the caption "TAX MATTERS" or otherwise pertaining to the tax status of the Series 2014AB Bonds; or (iv) Appendices B, C or E.

5. The Board is a body corporate and politic acting for and on behalf of the State of Illinois and its acting in such capacity is not being and has not been challenged, contested or revoked nor, to the knowledge of the undersigned, is there any basis therefor.

6. The authorization, approval and execution of the Bond Resolution and all other proceedings of the Board relating to the transactions contemplated thereby, by the Series 2014AB Bonds and by the Documents have been performed in accordance with all applicable open meeting, public bidding, conflict of interest and other laws of the State of Illinois.

Very truly yours,

UNIVERSITY COUNSEL

EXHIBIT A-2
FORM OF OPINION OF BOARD'S SPECIAL COUNSEL

FORM OF OPINION OF BOARD'S SPECIAL COUNSEL

[LETTERHEAD OF FREEBORN & PETERS LLP]

_____, 2014

Chapman and Cutler LLP
Chicago, Illinois

The Board of Trustees of the University
of Illinois
Urbana, Illinois

Wells Fargo Bank, National Association,
as representative of the Underwriters
Chicago, Illinois

Re: The Board of Trustees of the University of Illinois
\$[Principal Amount 2014A] University of Illinois Auxiliary Facilities System Revenue
Bonds, Series 2014A and \$[Principal Amount 2014B] University of Illinois Auxiliary
Facilities System Revenue Bonds, Series 2014B (Taxable)

Ladies and Gentlemen:

We have served as special issuer's counsel to The Board of Trustees of the University of Illinois (the "Board"), in connection with the issuance on this date by the Board of its \$[Principal Amount 2014A] University of Illinois Auxiliary Facilities System Revenue Bonds, Series 2014A (the "Series 2014A Bonds") and \$[Principal Amount 2014B] University of Illinois Auxiliary Facilities System Revenue Bonds, Series 2014B (Taxable) (the "Series 2014B Bonds" and, together with the Series 2014A Bonds, the "Series 2014AB Bonds") issued pursuant to the resolution of the Board adopted on September 20, 1984 (the "Original Resolution"), as supplemented and amended in accordance with its terms, including by a Twentieth Supplemental System Revenue Bond Resolution adopted by the Board on January 23, 2014 (together with the Original Resolution, as supplemented and amended to date, the "Bond Resolution").

We have reviewed the following materials:

- A. the Bond Resolution;
- B. the Bond Purchase Agreement dated _____, 2014 (the "Purchase Agreement") between the Board and Wells Fargo Bank, National Association, acting on behalf of itself and the other underwriters;
- C. the Continuing Disclosure Agreement dated as of _____, 2014 (the "Continuing Disclosure Agreement"); and
- D. the Tax Exemption Certificate and Agreement dated the date hereof (the "Tax Agreement").

The Bond Resolution, the Purchase Agreement, the Continuing Disclosure Agreement and the Tax Agreement are collectively referred to as the "Documents."

We have also examined (i) the Preliminary Official Statement, dated January __, 2014 relating to the Series 2014AB Bonds (the "Preliminary Official Statement"), (ii) the Official Statement, dated _____, 2014, relating to the Series 2014AB Bonds (the "Official Statement") and (iii) such other records, instruments and documents, along with any questions of law or fact as we have deemed appropriate or necessary in the circumstances. Where relevant, we have assumed the authenticity of any documents submitted to us as originals, the genuineness of all associated signatures (other than those of the Board), the legal capacity of natural persons and corporations and the conformance of all certified copies of documents to the originals.

We have also examined such other documents, records, certificates, opinions and instruments as we have deemed necessary as a basis for the opinions expressed below. As to certain questions of fact material to our opinions, we have, without independent investigation, relied (which reliance we believe to be reasonable) upon the representations by the Board, upon certificates of the Board and of other parties and upon certifications of public officials. We have also relied on the opinion of Thomas R. Bearrows, Esq., University Counsel, in rendering the opinion set forth below with respect to the enforceability of the Documents against the Board.

Our opinions expressed herein are limited to the laws of the State of Illinois and the Federal laws of the United States in effect on the date hereof, and we do not express any opinion herein concerning any other law.

Based on the foregoing, and subject to the limitations and qualifications set forth herein including the specific limitations set forth in this paragraph, we are of the opinion that (i) the Documents are valid, legal and binding obligations of the Board, and (ii) except for the indemnification and contribution provisions of Section 8 of the Purchase Agreement, as to which we express no opinion, the Documents are enforceable against the Board in accordance with their respective terms, subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and to the availability of equitable remedies.

In connection with the preparation of the Preliminary Official Statement and the Official Statement, we participated in discussions and inquiries concerning various legal and related subjects and a limited review of certain documents, including opinions and letters of counsel to the Board and certificates of officers of the Board and other appropriate persons. We also participated in conferences and telephone conferences with persons involved in the preparation of information for the Preliminary Official Statement and the Official Statement at which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed and revised.

The primary purpose of our engagement as special issuer's counsel to the Board was not to verify factual matters. As a result, and because of the wholly or partially nonlegal character of many of the determinations involved in the preparation of the Official Statement, the scope of our examination did not permit such verification and, accordingly, we are not passing upon and do not assume responsibility for the accuracy, completeness or fairness of the statements contained in the Preliminary Official Statement or the Official Statement. However, based upon

our limited review of documents and participation in the conferences as aforesaid, without independent verification, no facts have come to our attention that lead us to believe that (a) the Preliminary Official Statement contained as of its date and as of the date of the sale of the Series 2014AB Bonds any untrue statement of material fact or omitted to state (except for information relating to the terms of the Series 2014AB Bonds that would fall within the omissions permitted by Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended) any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and (b) the Official Statement contained as of its date and contains as of the date hereof any untrue statement of material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided, however, we express no belief or opinion as to (i) any financial, forecast, technical or statistical information or data; (ii) any information relating to the description of DTC or the book-entry system; (iii) information under the captions "LITIGATION", "TAX MATTERS" or "FINANCIAL ADVISOR" or otherwise pertaining to the tax status of the Series 2014AB Bonds; or (iv) Appendices B, C or E.

This opinion is furnished by us at your request and for your sole benefit, and no other person or entity shall be entitled to rely upon the opinion without our prior written consent. This opinion may be disclosed to your counsel and copies of this opinion may be included in the compilation of closing documents pertaining to the Series 2014AB Bonds.

Very truly yours,

FREEBORN & PETERS LLP

EXHIBIT A-3

FORM OF OPINION OF BOARD'S COUNSEL

CERTIFICATE AS TO TITLE
TO UNIVERSITY OF ILLINOIS
AUXILIARY FACILITIES SYSTEM

I, the undersigned, do hereby certify that I am University Counsel of The Board of Trustees of the University of Illinois (the "Board") and as such I am an officer of the Board. As such University Counsel I do hereby certify that the title to the respective sites of the facilities comprising the University of Illinois Auxiliary Facilities System described in the bond resolution adopted September 20, 1984, by the Board, as supplemented and amended by bond resolutions adopted June 20, 1985, May 8, 1986, May 9, 1999, June 11, 1993, January 18, 1996, October 15, 1999, June 1, 2000, March 8, 2001, May 23, 2001, May 15, 2003, March 10, 2005, July 14, 2005, September 7, 2006, May 22, 2008, January 15, 2009, May 20, 2010, June 9, 2011, December 2, 2011, March 7, 2013 and January 23, 2014 is vested, subject only to Permitted Encumbrances as defined in the Bond Resolution and except for certain leased parking spaces, in the Board.

The undersigned further certifies that the sites of the University of Illinois Auxiliary Facility System are occupied by and are in the possession of the Board.

Dated: February __, 2014

Thomas R. Bearrows
University Counsel
The Board of Trustees of the University of Illinois

EXHIBIT B

SUPPLEMENTAL OPINION OF BOND COUNSEL

EXHIBIT C

FORM OF OPINION OF UNDERWRITERS' COUNSEL

February __, 2014

Wells Fargo Bank, National Association
Chicago, Illinois

Loop Capital LLC
Chicago, Illinois

Cabrera Capital LLC
Chicago, Illinois

Re: The Board of Trustees of the University Of Illinois
\$[Principal Amount 2014A] University Of Illinois Auxiliary
Facilities System Revenue Bonds, Series 2014A and
\$[Principal Amount 2014B] University Of Illinois Auxiliary
Facilities System Revenue Bonds, Series 2014B (Taxable)

Ladies and Gentlemen:

We have acted as Underwriters' counsel in connection with the purchase by Wells Fargo Bank, National Association ("Wells Fargo"), Loop Capital LLC and Cabrera Capital LLC (collectively, the "Underwriters"), pursuant to the Bond Purchase Agreement dated _____, 2014 (the "Bond Purchase Agreement"), between Wells Fargo, as Representative of the Underwriters, and The Board of Trustees of the University of Illinois (the "Board"), of \$[Principal Amount 2014A] aggregate principal amount of the Board's University of Illinois Auxiliary Facilities System Revenue Bonds, Series 2014A and \$[Principal Amount 2014B] aggregate principal amount of the Board's University of Illinois Auxiliary Facilities System Revenue Bonds, Series 2014B (Taxable) (collectively, the "Bonds") dated as of the date hereof. The Bonds are being issued pursuant to University of Illinois Revenue Bond Financing Act for Auxiliary Facilities, as amended, 110 ILCS 405/1, *et seq.* (the "Act") and the Resolution of the Board adopted on September 20, 1984 (the "Original Resolution"), as amended and supplemented to date, including by a Twentieth Supplemental Resolution adopted by the Board on January 23, 2014 (as so amended and supplemented, the "Bond Resolution"). In connection with the offering, the Board has agreed to enter into a Continuing Disclosure Agreement dated as of _____, 2014 (the "Continuing Disclosure Agreement") in order to assist the Underwriters in complying with Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934 ("Rule 15c2-12").

We have examined executed counterparts of the Bond Purchase Agreement, the Act, the Bond Resolution, the Continuing Disclosure Agreement, the Preliminary Official Statement dated January __, 2014 (the "Preliminary Official Statement"), relating to the Bonds and the Official Statement dated _____, 2014 (the "Official Statement"), relating to the Bonds. We have also examined originals, or copies certified or otherwise identified to our satisfaction, of such other documents, proceedings, corporate records and other instruments as we have deemed necessary or advisable for purposes of this opinion, including documents relating to the authorization, execution and delivery of the Bond Purchase Agreement and of the other above-mentioned documents referred to therein.

Based upon the foregoing, we are of the opinion that:

1. Neither the sale of the Bonds to the Underwriters, nor the resale of the Bonds by the Underwriters to the public, requires that the Bonds be registered under the Securities Act of 1933, as amended, by virtue of the exemption from the registration requirements of such Act contained in Section 3(a)(2) thereof; and the Bond Resolution need not be qualified under the Trust Indenture Act of 1939, as amended, by virtue of the exemption from such Act contained in Section 304(a)(4) thereof.

2. We have not undertaken to determine independently, and assume no responsibility for, the accuracy and completeness of the statements made or included in the Preliminary Official Statement or the Official Statement. During the course of the preparation of the Preliminary Official Statement and the Official Statement, however, we have participated in conferences with certain officials of, and counsel for, the Board, the representatives of the Underwriters, and bond counsel, at which conferences the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. We have also examined the certificates and other documents delivered at the closing. Our examination described above and our discussions in the above-mentioned conferences did not disclose to us any information which gives us reason to believe that the Preliminary Official Statement or the Official Statement (other than the financial and statistical data contained therein, as to which we do not express any opinion) contain any untrue statements of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

3. The Continuing Disclosure Agreement satisfies the requirements of Section (b)(5) of Rule 15c2-12.

This opinion is furnished to you solely for your benefit and no other person is entitled to rely hereon. This opinion is not to be used, circulated, quoted or otherwise referred to for any other purpose. This opinion is based on law and facts in existence on the date hereof and we assume no obligation to advise you of changes that may hereafter be brought to our attention.

Respectfully yours,