FIRST SUPPLEMENTAL INDENTURE OF TRUST

from

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

to

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

Dated as of June 1, 2009

relating to

CERTIFICATES OF PARTICIPATION (REFUNDING)
SERIES 2009A

FIRST SUPPLEMENTAL INDENTURE OF TRUST

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(This Table of Contents is not a part of the First Supplemental Indenture of Trust and is only for convenience of reference.)

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FIRST SUPPLEMENTAL INDENTURE OF TRUST

THIS FIRST SUPPLEMENTAL INDENTURE OF TRUST (this "First Supplemental Indenture"), made and entered into as of this 1st day of June, 2009, from THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, a body corporate and politic of the State of Illinois (the "Board"), to THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., a national banking association duly organized and existing under the laws of the United States of America, as trustee (the "Trustee").

RECITALS

WHEREAS, pursuant to the Indenture of Trust dated as of June 1, 2009 (the "Original Indenture") from the Board to the Trustee, the Trustee is authorized to execute and deliver certain Certificates of Participation (Refunding), Series 2009A (the "Series 2009A Certificates") evidencing a proportionate interest in the Installment Payments and Prepayments to provide moneys to refinance the acquisition of the Improvements; and

WHEREAS, the Trustee and the Board desire to enter into this First Supplemental Indenture to set forth the terms and conditions with respect to the issuance of the Series 2009A Certificates;

Now, Therefore, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

Definitions and Exhibits

Section 1.01. Definitions. Unless the context otherwise requires, the capitalized terms used but not defined in this First Supplemental Indenture shall have the meanings specified in the Original Indenture, as supplemented and amended by the First Supplemental Indenture. The definitions of the following terms are hereby amended, and the following additional terms shall have the meanings specified:

"First Supplemental Indenture" is defined in the Recitals hereof.

"Indenture" shall mean the Original Indenture, as supplemented and amended by this First Supplemental Indenture and the Second Supplemental Indenture, together with any other amendments or supplements hereto permitted to be made hereunder.

"Interest Payment Date" shall mean each of the dates on which interest is due and payable with respect to any of the Series 2009A Certificates. The Interest Payment Dates with respect to the Series 2009A Certificates shall be October 1, 2009 and thereafter semiannually on October 1 and April 1 of each year to and including the Maturity Date or date of redemption, whichever is earlier.

"Original Indenture" is defined in the Recitals hereof.

"Original Purchaser" shall mean, with respect to the Series 2009A Certificates, J.P. Morgan Securities Inc.

"Regular Record Date" shall mean March 15 and September 15 with respect to the Series 2009A Certificates.

"Second Supplemental Indenture" shall mean the Second Supplemental Indenture dated as of June 1, 2009 from the Board to the Trustee providing for the terms of the Series 2009B Certificates.

"Series 2009A Certificates" shall mean \$_____ aggregate principal amount of Certificates of Participation (Refunding), Series 2009A.

"Series 2009B Certificates" shall mean \$75,000,000 aggregate principal amount of Variable Rate Demand Certificates of Participation (Refunding), Series 2009B.

"Special Interest Payment Date" shall mean, with respect to the Series 2009A Certificates, the Business Day established by the Trustee for the payment of overdue interest on the Series 2009A Certificates pursuant to the second paragraph of Section 2.02 of this First Supplemental Indenture.

"Special Record Date" shall mean, with respect to the Series 2009A Certificates, the Business Day established by the Trustee for determination of the Registered Owners entitled to receive overdue interest on the Series 2009A Certificates pursuant to the second paragraph of Section 2.02 of this First Supplemental Indenture.

Section 1.02. Authorization. Each of the parties hereby represents and warrants that it has full legal authority and is duly empowered to enter into this First Supplemental Indenture, and has taken all actions necessary to authorize the execution of this First Supplemental Indenture by the officers and persons signing it.

Section 1.03. Interpretation. (a) Any reference herein to the Trustee or the Board or any officer thereof shall include those succeeding to their functions, duties or responsibilities pursuant to or by operation of law or who are lawfully performing their functions.

- (b) Unless the context otherwise indicates, words importing the singular shall include the plural and vice versa and the use of the neuter, masculine or feminine gender is for convenience only and shall be deemed to mean and include the neuter, masculine or feminine gender.
- (c) Any terms not defined herein but defined in the Purchase Contract shall have the same meaning herein, and in the event of a conflict, the terms of the Indenture shall control.
- (d) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

ARTICLE II

The Certificates of Participation

Section 2.01. Authorization of Series 2009A Certificates. The Trustee is hereby authorized and directed to prepare, execute and deliver, to the purchasers thereof, Series 2009A Certificates in an aggregate principal amount of \$______ evidencing proportionate ownership interests in the Installment Payments and the Prepayments. The total aggregate principal amount of Series 2009A Certificates that may be outstanding shall not exceed \$_____, except as provided in Section 2.04 of the Original Indenture with respect to the replacement of mutilated, lost, stolen or destroyed Certificates. The Series 2009A Certificates are issued pursuant to Section 2.01 of the Original Indenture.

Section 2.02. Terms of the Series 2009A Certificates. Each Series 2009A Certificate shall bear the dated date of _____, 2009, and shall also bear the date of its execution, and interest with respect thereto shall be payable from the Interest Payment Date next preceding the date of execution thereof, unless: (i) it is executed prior to the first Interest Payment Date, in which event interest with respect thereto shall be payable from , 2009; (ii) it is executed as of an Interest Payment Date, in which event interest with respect thereto shall be payable from such date of execution; or (iii) it is executed after a Regular Record Date and before the following Interest Payment Date, in which event interest with respect thereto shall be payable from such Interest Payment Date; provided, however, that if, as of the date of execution of any Series 2009A Certificate, interest is in default with respect to any Outstanding Series 2009A Certificates, interest with respect to such Series 2009A Certificate shall be payable from the Interest Payment Date to which interest has previously been paid or made available for payment with respect to the Outstanding Series 2009A Certificates, unless it is executed after a Special Record Date and before the following Special Interest Payment Date, in which event interest with respect thereto shall be payable from the scheduled Interest Payment Date next preceding such date of execution.

In the event there are insufficient funds available on any Interest Payment Date to pay the interest then due on the Series 2009A Certificates, the Regular Record Date shall no longer be applicable with respect to the Series 2009A Certificates. If sufficient funds for the payment of such interest thereafter become available, the Trustee shall immediately establish a Special Interest Payment Date for the payment of the overdue interest and a Special Record Date for determining the Owners entitled to such payments. Notice of the establishment of any such Special Interest Payment Date and Special Record Date shall be mailed by the Trustee to each Owner not less than 10 days prior to the Special Record Date nor more than 30 days prior to the Special Interest Payment Date. Such overdue interest shall be paid on the Special Interest Payment Date to the Owners of the Series 2009A Certificates as of the Special Record Date.

The Series 2009A Certificates shall be in the denomination of \$5,000 or any integral multiple thereof and shall mature on October 1 of each of the years and in the amounts and bearing interest per annum as follows:

		Interest
<u>Year</u>	Amount	Rate
2009		
2010		
2011		
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		

Series 2009A Certificates shall be numbered sequentially from R-1 upward.

Section 2.03. Interest Payment Dates. Interest with respect to the Series 2009A Certificates shall be payable on October 1, 2009 and thereafter semiannually on April 1 and October 1 of each year to and including the date of maturity or redemption, whichever is earlier. Interest on the Series 2009A Certificates shall represent the portion of Installment Payments designated as [fixed rate] interest and coming due during the period preceding each Interest Payment Date. The proportionate share of the portion of Installment Payments designated as [fixed rate] interest with respect to any Series 2009A Certificate shall be computed by multiplying the portion of Installment Payments designated as principal with respect to such Certificate by the rate of interest applicable to such Certificate (on the basis of a 360 day year comprised of twelve 30 day months).

Section 2.04. Provisions for Payment. Payment of interest due with respect to any Certificate on any Interest Payment Date or any Special Interest Payment Date shall be made to the person appearing on the Certificate Register as the Owner as of the Regular Record Date immediately preceding such Interest Payment Date or, if applicable, the Special Record Date immediately preceding such Special Interest Payment Date, such interest to be paid by check or draft mailed to such Owner at his or her address as it appears on the Certificate Register or at such other address as he or she may have filed with the Trustee for that purpose. The principal of and premium, if any, due with respect to any Certificate shall be payable when due upon surrender of the Certificate at the designated corporate trust office of the Trustee. Principal and premium, if any, and interest with respect to a Certificate held by an owner of at least \$1,000,000 in aggregate principal amount of Certificates may also be paid by wire transfer to a bank in the

continental United States designated in writing by such owner on or prior to the Regular Record Date or, if applicable, the Special Record Date for such payments. Payment shall be made in such coin or currency of the United States of America as, at the respective times of payment, shall be legal tender for the payment of public and private debts.

Section 2.05. Execution. The Series 2009A Certificates shall be executed by and in the name of the Trustee by the manual signature of an authorized representative of the Trustee. If any officer whose signature appears on any Series 2009A Certificate ceases to be such officer before the date of delivery thereof, such signature shall nevertheless be as effective as if the officer had remained in office until such date of delivery. Any Series 2009A Certificate may be executed on behalf of the Trustee by such person as at the actual date of the execution of such Series 2009A Certificate shall be the proper officer of the Trustee although at the nominal date of such Series 2009A Certificate such person shall not have been such officer of the Trustee.

Section 2.06. Application of Proceeds. The net proceeds received by the Trustee from the sale of the Series 2009A Certificates, consisting of the principal amount of the Series 2009A Certificates and accrued interest, if any, thereon less an underwriters' fee, shall be applied as follows:

- (i) The Trustee shall deposit in the Installment Payment Fund an amount equal to the portion of the proceeds of the Series 2009A Certificates representing the accrued interest, if any, thereon.
- (ii) The Trustee shall transfer an amount which, together with proceeds from the Series 2009B Certificates will be sufficient to provide for the redemption of the Prior Certificates [on the date of issuance of the Series 2009 Certificates] [as provided in the Escrow Agreement].
- (iii) The Trustee shall transfer the remainder of the proceeds to the ______Account of the Acquisition Fund to pay Delivery Costs.

Concurrently therewith, the Board shall transfer or cause the Trustee to transfer amounts on deposit in the Acquisition Funds for the Prior Certificates for deposit in the Acquisition Fund established under the Indenture.

ARTICLE III

Redemption

Section 3.01. Redemption. The Certificates, including the Series 2009A Certificates, are subject to redemption as described in Section 4.01 and Section 4.03 of the Original Indenture.

Section 3.02. Redemption Upon Optional Termination of Purchase Contract. The Certificates, including the Series 2009A Certificates, are subject to mandatory redemption, in whole or in part as described in Section 4.02 of the Original Indenture, at the redemption prices set forth below, plus accrued interest to the date fixed for redemption, on the following dates, if

the Board exercises its option to terminate the Purchase Contract pursuant to Section 4.2(c) of the Purchase Contract:

REDEMPTION DATE	REDEMPTION PRICE	
October 1, 2012	%	
October 1, 2017	%	
October 1, 2022	100%	

Section 3.03. Optional Redemption. The Series 2009A Certificates are subject to optional redemption on any date on or after October 1, _____, at a price equal to 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption, in whole or in part and if in part, in such order of maturity and by lot within a maturity as determined by the Board.

ARTICLE IV

Form of the Series 2009A Certificates

The global book entry form of the Series 2009A Certificates and the assignment to appear thereon shall be in substantially the following form, with such notations, legends or endorsements required by law or usage:

[Form of Series 2009A Certificate of Participation]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC") to the Board or the Trustee for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any person is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

CERTIFICATE OF PARTICIPATION (REFUNDING), SERIES 2009A

EVIDENCING A PROPORTIONATE INTEREST OF THE OWNER HEREOF IN INSTALLMENT PAYMENTS TO BE MADE BY THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

to

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

No.:				\$
	INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
		,20	, 2009	
REGIS	STERED OWNER:			

PRINCIPAL AMOUNT:

THIS IS TO CERTIFY THAT the Registered Owner identified above, or registered assigns, as the Registered Owner of this Certificate of Participation (the "Certificate") is the owner of an undivided proportionate interest in the right to receive certain Installment Payments, Additional Payments and Prepayments under and defined in those certain Installment Purchase Contracts specified in the hereinafter described Indenture (collectively, the "Purchase Contract"), each dated as of June 1, 2009, between The Bank of New York Mellon Trust Company, N.A., a national banking association duly organized and existing under the laws of the United States of America, not individually but in its capacity as trustee (the "Trustee") under the Indenture (defined below), and The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois (the "Board"), which Installment Payments, Additional Payments and Prepayments and certain other rights and interests under the Purchase Contract have been granted for the benefit of the Registered Owners under the Indenture of Trust dated as of June 1, 2009, as supplemented (the "Indenture"), from the Board to the Trustee.

The Registered Owner of this Certificate is entitled to receive, subject to the terms of the Purchase Contract, on the Maturity Date set forth above, the Principal Amount set forth above, representing a portion of the Installment Payments designated as principal coming due during the preceding 12 months, and to receive on each April 1 and October 1, commencing October 1, 2009 (the "Payment Dates"), until payment in full of said portion of principal, the Registered Owner's proportionate share of the Installment Payments designated as interest coming due during the period immediately preceding each of the Payment Dates; provided, that interest shall be payable from the Payment Date next preceding the date of execution of this Certificate. If, as of the date of execution of this Certificate, interest is in default with respect to any Certificates of the issue of which this is one, interest shall be payable from the Payment Date to which interest has previously been paid or made available for payment, unless this Certificate is executed after a Special Record Date and before the following Special Interest Payment Date, in which event interest shall be payable from the scheduled Payment Date next preceding such date of execution. Said proportionate share of the portion of the Installment Payments designated as

interest is the result of the multiplication of the aforesaid portion of the Installment Payments designated as principal by the rate per year determined as set forth in the Indenture.

Amounts representing the Registered Owner's share of the Installment Payments designated as interest are payable in lawful money of the United States of America by check or draft mailed by the Trustee to the Registered Owner, or by wire transfer under the circumstances described in the Indenture, as of the close of business on the first day of the month in which the Payment Date occurs, whether or not such first day is a Business Day, at his address as it appears on the registration books of the Trustee or at such other address as he may have filed with the Trustee for that purpose. Payment of portions of overdue Installment Payments designated as interest shall be made on Special Interest Payment Dates designated by the Trustee to the Registered Owner hereof as of the Special Record Date designated by the Trustee. Amounts representing the Registered Owner's share of the Installment Payments designated as principal are payable when due upon surrender of this Certificate at the designated corporate trust office of the Trustee.

This Certificate has been executed and delivered by the Trustee pursuant to the Indenture. The Board is authorized to enter into the Purchase Contract and the Indenture under the laws of the State of Illinois. Reference is made to the Purchase Contract and the Indenture (copies of which are on file at the office of the Trustee) for the definitions of certain capitalized terms, a description of the terms upon which the Certificates are delivered, the rights of the Registered Owners of the Certificates, the rights, duties and immunities of the Trustee, and the rights and obligations of the Board under the Purchase Contract, to all of the provisions of which the Registered Owner of this Certificate, by accepting this Certificate, assents and agrees.

The obligation of the Board to pay the Installment Payments does not constitute an obligation of the Board for which the Board is obligated to levy or pledge any form of taxation or for which the Board has levied or pledged any form of taxation. The Board does not have taxing powers. The obligation of the Board to pay Installment Payments does not constitute a debt of the Board, the State of Illinois or any of its political subdivisions, and does not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

The term of the Purchase Contract is from its date until October 1, 2017, unless terminated prior to that date or renewed and extended in accordance with the provisions of the Purchase Contract. The continuation of the Purchase Contract and the obligation of the Board to make Installment Payments on or after each October 1 is subject to and dependent upon a portion of the moneys necessary to make such payments being lawfully appropriated to the Board by the General Assembly of the State of Illinois. The Purchase Contract shall terminate effective on the 60th day following the certification by the Board to the Trustee that the General Assembly of the State of Illinois has failed to appropriate requested funds for the Fiscal Year necessary to make that portion of the Installment Payments coming due during the then current Fiscal Year to be paid from State appropriated funds and the Board has determined that there are not sufficient Legally Available Non-Appropriated Funds to pay the portion of the Installment Payments coming due during the then current Fiscal Year. The Board has an option to terminate the Purchase Contract on October 1, 2012 and on and after October 1, 2017 and an option to renew the Purchase Contract for an additional term of up to ten years on or prior to October 1, 2017, each as provided in the Purchase Contract.

To the extent and in the manner permitted by the Indenture, the provisions of the Indenture may be amended with the written consent of the Owners of a majority in aggregate principal amount of the Certificates then outstanding, and may be amended without such consent under certain circumstances.

This Certificate is transferable by the Registered Owner, in person or by his attorney duly authorized in writing, at said office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Certificate. Upon such transfer, a new Certificate or Certificates, of authorized denomination or denominations, for the same aggregate principal amount will be delivered to the transferee in exchange for this Certificate. The Board and the Trustee may treat the Registered Owner of this Certificate as its absolute owner for all purposes, whether or not this Certificate is overdue, and the Board and the Trustee shall not be affected by any notice to the contrary.

The Certificates are issuable in registered form without coupons in denominations of \$5,000 and integral multiples of that amount.

The Certificates are subject to mandatory and optional redemption prior to maturity as provided in the Indenture.

Notice of redemption shall be mailed not less than 30 days nor more than 60 days prior to the redemption date to each Registered Owner of a Certificate to be so redeemed at the address shown on the books of the Trustee, but failure so to mail any such notice or any defect in such notice as to any Certificate shall not affect the validity of the proceedings for the redemption of any other Certificate for which proper notice was given. On the specified redemption date, all Certificates called for redemption shall cease to bear interest and shall no longer be secured by the Indenture provided funds for redemption are on deposit at the place of payment at that time.

With respect to any optional redemption of the Certificates, unless moneys sufficient to pay the redemption price of the Certificates to be redeemed are received by the Trustee before notice of redemption is given, the redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the redemption date. If such moneys are not received by the redemption date, such notice shall be of no force and effect, the Trustee shall not redeem such Certificates, the redemption price shall not be due and payable, and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Certificates will not be redeemed.

Trus		WHEREOF, this Certifiant to the Indenture.	cate has been execut	ed and delivered by the
Date of Execution:		THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee		
			By:Authorized Office	er
Atte	st:			
Ву:	Authorized Offi	cer		
		(FORM OF AS	SSIGNMENT)	
		owing abbreviations, when I be construed as though to or regulations:		
	TEN COM-	as tenants in common	UNIF GIFT	MIN ACT- Custodian
	TEN ENT-	as tenants by the entireties	(Cust)	(Minor)
	JT TEN-	as joint tenants with right of survivorship and not as tenants in common		Fifts to Minors Act

Additional abbreviations may also be used, though not in the above list.

(Please Print or Typewrite Name, Address and Social Security Number

or other Federal Tax Identification Number of Transferee)

the within Certificate and all rights thereunder, and hereby irrevocably constitutes and appoints attorney to transfer the within Certificate on the books kept for registration thereof, with full power of substitution in the premises.

Dated:	
Signature Guaranteed:	

NOTE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within registered certificate in every particular without alteration or enlargement or any change whatsoever. Signatures must guaranteed by an "eligible guarantor institution" meeting the requirements of the which requirements Trustee, include membership participation in or the Securities Transfer Agents Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP") or the New York Stock Exchange, Inc. Medallion Signature Program ("MSP")

ARTICLE V

Miscellaneous

Section 5.01. Governing Law. This First Supplemental Indenture shall be construed and governed in accordance with the laws of the State.

Section 5.02. Binding Effect; Successors. This First Supplemental Indenture shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. Whenever in this First Supplemental Indenture either the Board or the Trustee is named or referred to, such reference shall be deemed to include successors or assigns thereof, and all the covenants and agreements in this First Supplemental Indenture contained by or on behalf of the Board or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 5.03. Execution in Counterparts. This First Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

Section 5.04. Separability of Invalid Provisions. In case any one or more of the provisions contained in this First Supplemental Indenture or in the Certificates shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such invalidity, illegality or unenforceability shall not affect any other provision of this First Supplemental Indenture, and this First Supplemental Indenture shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. The parties hereto hereby declare that they would have entered into this First Supplemental Indenture and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the delivery of the Certificates pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses or phrases of this First Supplemental Indenture may be held illegal, invalid or unenforceable.

Section 5.05. Applicability of the Original Indenture. In all respects not inconsistent with the terms and provisions of this First Supplemental Indenture, the provisions of the Original Indenture are hereby ratified, approved and confirmed, and except as otherwise provided in this First Supplemental Indenture, shall be applicable to the authorization, execution, authentication, issuance, redemption, payment, sale and delivery of the Series 2009A Certificates, the custody and distribution of the proceeds and the security, payment, redemption and enforcement of payment thereof. This First Supplemental Indenture shall be construed as having been authorized, executed and delivered under the provisions of Sections 2.01 and 9.01(j) of the Original Indenture.

Section 5.06. Privileges and Immunities of Trustee. In executing and delivering this First Supplemental Indenture the Trustee shall be entitled to all of the privileges and immunities afforded to the Trustee under the terms and provisions of the Original Indenture.

Section 5.07. Date of First Supplemental Indenture for Identification Purposes Only; Effective Date. The date of this First Supplemental Indenture shall be for identification purposes only. This First Supplemental Indenture shall become effective upon its execution and delivery on the date of issuance of the Series 2009A Certificates.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this First Supplemental Indenture as of the date and year first above written.

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

	By:Authorized Officer
(SEAL)	Authorized Officer
Attest:	
By:Authorized Officer	
	THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS
	By:Comptroller
(SEAL)	
Attest:	
By:Secretary	

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