

**CERTIFICATE PURCHASE AGREEMENT**

§ \_\_\_\_\_  
**CERTIFICATES OF PARTICIPATION  
(REFUNDING), SERIES 2009A**

**EVIDENCING PROPORTIONATE INTERESTS IN  
INSTALLMENT PAYMENTS TO BE MADE BY  
THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS**

June \_\_\_, 2009

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

Ladies and Gentlemen:

The undersigned (the "*Underwriters*") offer to enter into this Certificate Purchase Agreement with The Board of Trustees of the University of Illinois (the "*Board*"), which, upon the Board's written acceptance of this offer, and the acknowledgment of The Bank of New York Mellon Trust Company, N.A., as trustee (the "*Trustee*"), will be binding upon the Board and upon the Underwriters. This offer is made subject to the Board's written acceptance hereof and the acknowledgment of the Trustee on or before 5:00 P.M., Chicago time, on the date hereof, and, if not so accepted and acknowledged, will be subject to withdrawal by the Underwriters upon notice delivered to the Board at any time prior to the acceptance and acknowledgment hereof by the Board and the Trustee, respectively. Initially capitalized terms used but not otherwise defined herein have the same meanings given them in the Official Statement, the Indentures or the Purchase Contracts (each hereinafter defined), as the case may be or as the context may require.

**1. Purchase and Sale of the Certificates.** 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 Certificates of Participation (Refunding), Series 2009A (the "*Certificates*"). The principal amount of the Certificates to be issued, the dated date therefor, the maturities, redemption provisions and interest rates per annum are set forth in Schedule I hereto and the Certificates shall otherwise have such terms and provisions as set forth in the Official Statement (hereinafter defined).

The purchase price for the Certificates shall be \$\_\_\_\_\_ (the "*Purchase Price*"), which represents the principal amount of the Certificates, plus a net original issue premium of \$\_\_\_\_\_, less an underwriting discount of \$\_\_\_\_\_.

The Preliminary Official Statement of the Board dated May \_\_\_\_, 2009, including the cover page and Appendices thereto, relating to the Certificates (the "*Preliminary Official Statement*"), as modified to conform to the terms of this Certificate Purchase Agreement and 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 Certificates and the Official Statement.**

(a) The Certificates shall be as described in, and shall be issued and secured under and pursuant to the provisions of, the Indenture of Trust dated as of June 1, 2009 (the "*Original Indenture*") from the Board to the Trustee, as supplemented by a First Supplemental Indenture of Trust dated as of June 1, 2009 (the "*First Supplemental Indenture*" and together with the Original Indenture, the "*Indentures*"), from the Trustee to the Board. The Certificates represent proportionate interests of the registered owners thereof in payments to be made by the Board as installment purchase payments (the "*Installment Payments*") pursuant to the provisions of two Installment Purchase Contracts, each dated as of June 1, 2009 (the "*Purchase Contracts*") between the Trustee and the Board.

(b) The Board will deliver, within seven (7) days after the date hereof, to the Underwriters five copies of the Official Statement manually signed on behalf of the Board by the Comptroller of the Board.

(c) 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 Certificates for completion, all as permitted to be excluded by Rule 15c2-12 ("Rule 15c2-12") promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). 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. The Board is not and since at least December 31, 1975, has not been in default in connection with the payment of debt service on any bond, note or other evidence of indebtedness.

(d) The Underwriters hereby agree to comply with all applicable provisions of Rule 15c2-12 and to file the Official Statement with the nationally recognized municipal securities information repositories promptly after the same has been made available to the Underwriters by the Board and to notify the Board of the date of such filing.

**3. Sale to Underwriters.** It shall be a condition to the Board's obligations to sell and cause to be delivered the Certificates to the Underwriters and to the Underwriters' obligations to purchase, to accept delivery of and to pay for the Certificates that the entire principal amount of the Certificates shall be sold and caused to be issued 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 Certificates at prices not in excess of the initial offering prices or yields set forth in Schedule I hereto. Subsequent to the initial public offering, the Underwriters reserve the right to change the offering prices(s) (or yield(s)) of the Certificates, but not the interest rate(s), as they deem necessary in connection with the marketing of the Certificates.

#### 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 Indentures, the Purchase Contracts and the Amended and Restated Acquisition Agreements each dated as of June 1, 2009 (the "Acquisition Agreements") between the Board and the Trustee, the Preliminary Official Statement and the Official Statement, including any supplements or amendments thereto, and the Continuing Disclosure Agreement attached as APPENDIX E to the Official Statement, to be dated as of the Closing and executed by the Board (the "*Continuing Disclosure Agreement*") and the information therein contained in connection with the public offering and sale of the Certificates.

(b) The Board covenants and agrees:

(i) To cause to be made available to the Underwriters such reasonable quantities of the Indentures, the Purchase Contracts, the Acquisition Agreements and the Continuing Disclosure Agreement as the Underwriters may request for use in connection with the offering and sale of the Certificates and to cause reasonable quantities of the Official Statement to be delivered to the Underwriters, without charge, within seven (7) business days after 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 either of the Underwriters;

(ii) To apply the proceeds from the sale of the Certificates as provided in and subject to all of the terms and provisions of the Indentures 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 Certificates;

(iii) If, after the date of this Certificate 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, not misleading, 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, in light of the circumstances, be misleading or so that the Official Statement will comply with law;

(iv) 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 Certificates 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 Certificates 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 Certificates; 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;

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

(vi) Prior to Closing, (A) 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 Certificates, other than the Variable Rate Demand Certificates of Participation (Refunding), Series 2009B being offered concurrently with the Certificates, and (B) not to suffer any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Board; and

(vii) To furnish to the Underwriters, (A) upon its occurrence (promptly confirmed in writing), a description of any adverse change, reasonably determined by the Board to be 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 of the Board.** The Board hereby represents and warrants to each of the Underwriters, which representations and warranties shall survive the purchase and offering of the Certificates, as follows:

(a) 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 the University of Illinois Trustees Act (110 ILCS 310/0.01, et seq.), as amended and supplemented (collectively, the "*Act*"), and has full legal right, power and authority under the Act, and as of the date of the Closing will have full legal right, power and authority under the Act and the Resolution (hereinafter defined at 5(b) below) (i) to enter into this Certificate Purchase Agreement, the Indentures, the Purchase Contracts, the Acquisition Agreements, the Tax Exemption Certificate and Agreement dated the Closing Date (the "*Tax Certificate*") and the Continuing Disclosure Agreement, (ii) to sell and cause to be issued and delivered the Certificates to the Underwriters as provided herein, (iii) to carry out and consummate the transactions contemplated by this Certificate Purchase Agreement, the Continuing Disclosure Agreement, the Indentures, the Purchase Contracts, the Acquisition Agreements, the Tax Certificate and the Official Statement; and (iv) to operate the University of Illinois and to acquire, own and operate the Improvements, and the Board has complied, and will at the Closing be in compliance in all respects, with the terms of the Act, the Indentures, the Acquisition Agreements, the Escrow Agreements and the Purchase Contracts as they pertain to such transactions;

(b) On May 21, 2009, the Board duly adopted the resolution (the "*Resolution*") authorizing and approving the execution and delivery of, and the performance by the Board of

the obligations on its part contained in, the Indentures, the Purchase Contracts, the Acquisition Agreements, this Certificate Purchase Agreement, the Tax Certificate and the Continuing Disclosure Agreement, and the consummation by it of all other transactions contemplated by the Official Statement, the Indentures, the Purchase Contracts, the Acquisition Agreements, this Certificate Purchase Agreement, the Tax Certificate and the Continuing Disclosure Agreement; the Indentures, the Purchase Contracts, the Acquisition Agreements, this Certificate Purchase Agreement, the Tax Certificate 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; Installment Payments due under the Purchase Contracts will constitute legal, valid and binding special obligations of the Board entitled to the benefits of the Indentures, as applicable, 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 Certificates as aforesaid, the Indentures will provide, for the benefit of the holders from time to time of the Certificates secured by such Indentures, the legally valid and binding pledge of and lien it purports to create;

(c) Except to the extent, if any, otherwise disclosed in the Official Statement, the Board is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of Illinois or the United States of America 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 University, including, without limitation, the Improvements, 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 this Certificate Purchase Agreement, the Indentures, the Purchase Contracts, the Acquisition Agreements, the Continuing Disclosure Agreement, the Tax Certificate and the adoption of the Resolution and compliance with the provisions on the Board's part contained in the Indentures, 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 University, including, without limitation, the Improvements, 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 any of the property or assets of the University or under the terms of any such law, regulation or instrument, except as provided by the Certificates and in the Indentures;

(d) 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 Certificate Purchase Agreement, the Continuing Disclosure Agreement, the Acquisition Agreements, the Indentures, the Tax Certificate or the Purchase Contracts, 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 Certificates;

(e) The Certificates conform to the descriptions thereof contained in the Official Statement under the caption "DESCRIPTION OF THE SERIES 2009A CERTIFICATES," the Indentures, the Acquisition Agreements, the Purchase Contracts and the Escrow Agreements conform to the descriptions thereof contained on the cover of the Official Statement and under the captions "INTRODUCTION," "DESCRIPTION OF THE SERIES 2009A CERTIFICATES," and "SECURITY FOR THE CERTIFICATES" and in APPENDIX D and APPENDIX E to the Official Statement; and the proceeds of the sale of the Certificates will be applied generally as described in the Official Statement under the captions "ESTIMATED SOURCES AND USES OF FUNDS" and "PLAN OF FINANCE";

(f) 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 Certificates or the collection of or the pledge of and lien on the funds pursuant to the Indentures or in any way contesting or affecting the validity or enforceability of the Certificates, the Indentures, the Purchase Contracts, the Acquisition Agreements, this Certificate Purchase Agreement, the Tax Certificate or the Continuing Disclosure Agreement, or contesting the exclusion from gross income of interest on the Certificates 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 Certificates, the execution and delivery of this Certificate Purchase Agreement, the Indentures, the Purchase Contracts, the Acquisition Agreements, the Tax Certificate 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 Certificates, the Indentures, the Purchase Contracts, the Acquisition Agreements, this Certificate Purchase Agreement, the Tax Certificate or the Continuing Disclosure Agreement;

(g) As of the date thereof, the Preliminary Official Statement did not contain any untrue statement of a material fact nor omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(h) At the time of the Board's acceptance hereof and (unless an event occurs of the nature described in clause (iii) of paragraph (b) of Section 4 of this Certificate 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 necessary to make the statements therein in light of the circumstances under which they were made not misleading;

(i) If the Official Statement is supplemented or amended pursuant to clause (iii) of paragraph (b) of Section 4 of this Certificate 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 necessary to make the statements therein in light of the circumstances under which they were made not misleading; and

(j) The financial statements of, and other financial information regarding, the University in the Official Statement fairly present the financial position and results of the operations of the University as of the dates and for the periods therein set forth. The audited financial statements of the University for the fiscal year ended June 30, 2008 have been prepared in accordance with Governmental Accounting Standards Board 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 audited financial statements.

## **6. Closing.**

(a) At 10:00 A.M., Chicago, Illinois, time on June \_\_\_\_, 2009, 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, cause to be delivered to the Underwriters the Certificates 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 Certificates as set forth in Section 1 of this Certificate Purchase Agreement by wire transfer of immediately available funds to the account of the Board. Payment for the Certificates as aforesaid shall be made at the offices of Katten Muchin Rosenman LLP, in Chicago, Illinois, or such other place as shall have been agreed upon by the Board and the Underwriters (the "*Closing*").

(b) Delivery of the Certificates shall be made to DTC. The Certificates shall be delivered in fully registered form without coupons bearing CUSIP numbers, with one Certificate for each maturity of Certificates 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 Certificate 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 Certificate Purchase Agreement to purchase, to accept delivery of and to pay for the Certificates 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 Resolution, the Indentures, the Acquisition Agreements, the Tax Certificate and the Purchase Contracts 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 Certificate Purchase Agreement, the Continuing Disclosure Agreement, the Acquisition Agreements, the Certificates, the Indentures, the Tax Certificate and the Purchase Contracts 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 event or any development involving a prospective change or event, in or relating to the status of construction, required permits and approvals, and arrangements for financing of the Improvements, in the condition, financial or otherwise, or in the revenues or operations of the Board, from that set forth in the Official Statement that, in any such case, in the judgment of the Underwriters, is material and adverse and that makes it, in the judgment of the Underwriters, impracticable to market the Certificates on the terms and in the manner contemplated in the Official Statement;

(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 (as permitted pursuant to clause (iii) of paragraph (b) of Section 4 of this Certificate Purchase Agreement), executed on behalf of the Board by its Comptroller and a copy of the audit referred to or appearing in the Official Statement;

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

(3) A fully executed copy of the Original Indenture;

(4) A fully executed copy of the Purchase Contracts;

(5) A fully executed copy of the Acquisition Agreements;

(6) A fully executed copy of the First Supplemental Indenture;

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



- (8) A fully executed copy of the Tax Certificate;
- (9) An opinion, dated the date of the Closing, of counsel to the Board, in substantially the form of Exhibit A-1 hereto;
- (10) An opinion, dated the date of the Closing, of Freeborn & Peters LLP, special counsel to the Board, in substantially the form of Exhibit A-2 hereto;
- (11) An opinion, dated the date of the Closing, of Katten Muchin Rosenman LLP, Bond Counsel, in substantially the form set forth in APPENDIX F to the Official Statement;
- (12) A supplemental opinion, dated the date of the Closing, of Bond Counsel, in substantially the form of Exhibit B hereto;
- (13) An opinion of Ungaretti & Harris LLP, Chicago, Illinois, counsel for the Underwriters, which opinion shall be dated the date of the Closing, addressed to the Underwriters, and in substantially the form of Exhibit C hereto;
- (14) A certificate, dated the date of the Closing, executed by the Comptroller and Secretary of the Board stating that (i) each of the representations and warranties of the Board set forth in this Certificate Purchase Agreement are true, accurate and complete in all respects as of the date of the Closing, as if made on the date of the Closing; (ii) the Official Statement has been duly approved by the Comptroller of the Board; (iii) this Certificate Purchase Agreement has been duly approved by the Comptroller and Secretary of the Board; (iv) the Resolution of the Board approving and authorizing the execution and delivery of the Indentures, the Purchase Contracts, the Acquisition Agreements, this Certificate Purchase Agreement, the Tax Certificate and the Continuing Disclosure Agreement has been duly adopted and is in full force and effect and has not been amended, modified or revoked; (v) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body, pending or 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 the validity of the Indentures, the Purchase Contracts, the Acquisition Agreements, this Certificate Purchase Agreement, the Tax Certificate or the Continuing Disclosure Agreement, wherein an unfavorable decision, ruling or finding would adversely affect the validity and enforceability of the Indentures, the Purchase Contracts, the Acquisition Agreements, this Certificate Purchase Agreement, the Tax Certificate or the Continuing Disclosure Agreement; (vi) the execution and delivery of the Indentures, the Purchase Contracts, the Acquisition Agreements, this Certificate Purchase Agreement, the Tax Certificate and the Continuing Disclosure Agreement, and compliance with the provisions thereof, under the circumstances contemplated thereby, do not and will not in any material respect 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; (vii) the Indentures, the Purchase Contracts, the Acquisition Agreements, this Certificate Purchase Agreement, the Tax Certificate 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, 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; (viii) 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 authorization, execution and delivery by the Board of the Original Indentures, the Purchase Contracts, the Acquisition Agreements, this Certificate Purchase Agreement, the Tax Certificate and the Continuing Disclosure Agreement; and (ix) the information in the Official Statement under the captions "THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS," "DESCRIPTION OF THE SERIES 2009A CERTIFICATES," "SECURITY FOR THE CERTIFICATES" and "PLAN OF FINANCE" and the information in APPENDIX A and APPENDIX C to the Official Statement does not 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.

(15) A certificate of the Trustee, dated as of the date of the Closing, and signed by a trust officer to the effect that: (i) the Trustee is duly organized and existing as a national banking association in good standing under the laws of the United States of America having the full power and authority to execute and deliver the Certificates and to enter into and perform its duties under the Indentures; (ii) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the performance by the Trustee of its duties under the Indentures, the Purchase Contracts and Acquisition Agreements except as such may be required under the state securities or Blue Sky laws in connection with the sale of the Certificates by the Underwriters; (iii) to the best knowledge of the signer, the execution and delivery by the Trustee of the Certificates and the Indentures, and compliance with the terms of the Indentures, will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Trustee is a party or by which it is bound, or any law, rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Trustee or any of its activities or properties (except that no representation, warranty or agreement is made by the Trustee with respect to any Federal or state securities or Blue Sky laws or regulations); (iv) to the best knowledge of the signer, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or governmental agency, public board or body pending or threatened against or affecting the existence of the Trustee or seeking to prohibit, restrain or enjoin the execution and delivery of the Certificates or the collection of the moneys to be used to pay the principal and interest evidenced and represented by the Certificates, or in any way contesting or affecting the validity or enforceability of the Certificates or the Indentures, or contesting the powers of the Trustee or its authority to enter into and perform its obligations under the Indentures, wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated thereby; or that in any way would adversely affect the validity of the

Certificates; and (v) subject to the provisions of the Indentures, the Trustee will apply the proceeds from the Certificates to the purposes specified in the Indentures;

(16) Letters from Clifton Gunderson LLP consenting to the use of APPENDIX B of the Preliminary Official Statement and the Official Statement, addressed to the Underwriters;

(17) Letters evidencing the insured and underlying ratings, respectively, on the Certificates by Moody's Investors Service ("Moody's") of at least "\_\_\_" and "\_\_\_", and by Standard & Poor's Ratings Services ("S&P") of at least "\_\_\_" and "\_\_\_," and that such ratings are in effect as of the date of Closing; and

(18) 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 Certificate 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 Certificates contained in this Certificate Purchase Agreement, or if the obligations of the Underwriters to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Certificate Purchase Agreement, this Certificate 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 Certificates at the Closing as herein provided, the Underwriters shall pay to you an amount equal to the amount set forth in Schedule II attached hereto 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 the Underwriters and each person, if any, who controls the Underwriters within the meaning of either Section 15 of the Securities Act of 1933, as amended (the "Securities Act") or Section 20 of the Exchange Act of 1934, 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 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 in light of the circumstances under which they were made 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 of the Underwriters through J.P. Morgan Securities Inc. expressly for use therein. However, the Board shall not indemnify the Underwriters (or any person controlling any of the Underwriters) pursuant to the foregoing provisions if the untrue statement or omission appears in the Preliminary Statement but was corrected in the Official Statement and such Underwriters failed to send or give a copy of the Official Statement to the complainant or plaintiff at or prior to the confirmation of sale of Certificates to such complainant or plaintiff.

The Underwriters agree to indemnify and hold harmless the Board, its directors and its officers, but only with reference to information relating to the Underwriters furnished to the Board in writing by any of the Underwriters through J.P. Morgan Securities Inc. expressly for use in the Official Statement, or any amendment or supplement thereto, or the Preliminary Official Statement.

In case any action or claim (including any governmental investigation) shall be brought or asserted against 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 action and shall pay the fees and disbursements of such counsel related to such action. In any such action, 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) the named parties to any such action (including any impleaded parties) include both the indemnifying party and the indemnified party and 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 action or related actions 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 J.P. Morgan Securities Inc. 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 action 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 action 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 action 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 action.

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, in the case of the Board to the extent permitted by law, 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 Certificates 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 Certificates. 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 omissions.

The Board and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section were determined by allocation 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, the Underwriters shall not be required to contribute any amount in excess of the amount by which the total price at which the Certificates underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriters have 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 indemnity and contribution agreements contained in this Section and the representations and warranties of the Board contained in this Certificate Purchase Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Certificate Purchase Agreement, (ii) any investigation made by or on behalf of the Underwriters or any person controlling any of the Underwriters 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 Certificates.

**9. Termination.** The Underwriters shall have the right to terminate their obligations under this Certificate Purchase Agreement to purchase, to accept delivery of and to pay for the Certificates 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 Certificates or upon income of the general character to be derived by the Board, other than as imposed on the Certificates 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 Certificates 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 or qualification of any indenture under the Trust Indenture Act of 1939, as amended, in connection with the public offering of the Certificates, or any action shall have been taken by any court or by any governmental authority suspending the offering or sale of the Certificates, 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 Certificates) or the interest thereon, that in the judgment of the Underwriters would make it impracticable to market the Certificates 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, which amendment or supplement in the reasonable opinion of the Underwriters adversely affects the marketability or the market price of the Certificates.

(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 American Stock Exchange, the National Association of Securities Dealers, Inc., the Chicago Board Options Exchange, the Chicago Mercantile Exchange or the Chicago Board of Trade, (ii) trading of any securities of the Board shall have been suspended on any exchange or in any over-the-counter market, (iii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities, or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis that, in the reasonable judgment of the Underwriters, is material and adverse and in the case of any of the events specified in clauses (i) through (iv), such event singly or together with any other such event makes it, in the reasonable judgment of the Underwriters, impracticable to market the Certificates 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 Certificates) by any "nationally recognized statistical rating organization," as such term is defined for purposes of Rule 436(g)(2) under the Securities Act;

(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 Certificates or any agreement offered in connection therewith to be registered under the Securities Act or the Indentures to be qualified as indentures under the Trust Indenture Act of 1939, as amended; or

(h) The purchase of and payment for the Certificates by the Underwriters, or the resale of the Certificates by the Underwriters, on the terms and conditions herein

provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.

**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 Certificates, (ii) the fees and disbursements of Katten Muchin Rosenman LLP, Bond Counsel; (iii) the fees and disbursements of Freeborn & Peters LLP, Special Counsel to the Board, (iv) the fees and disbursements of Scott Balice Strategies LLC 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; and (vi) the fees, if any, for ratings.

(b) The Underwriters shall pay (i) the cost of preparation and printing of this Certificate Purchase Agreement, the Agreement Among Underwriters and any Blue Sky survey; (ii) all advertising expenses in connection with the public offering of the Certificates; (iii) all other expenses incurred by them or any of them in connection with the public offering of the Certificates, including the fees and disbursements of counsel retained by them; and (iv) the costs of printing and distribution of the Preliminary Official Statement and the final Official Statement.

(c) If this Certificate 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 Certificate Purchase Agreement, or if for any reason the Board shall be unable to perform its obligations under this Certificate 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 Certificate Purchase Agreement or the offering contemplated hereunder.

**11. Notices.** Any notice or other communication to be given to the Board under this Certificate Purchase Agreement may be given by delivering the same in writing to (i) University of Illinois, Office of the Comptroller, 349 Henry Administration Building, 506 South Wright Street, Urbana, Illinois 61801-3620, 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, and any notice or other communication to be given to the Underwriters under this Certificate Purchase Agreement may be given by delivering the same in writing to J.P. Morgan Securities Inc., 10 South Dearborn, Floor 32, Mail Code: IL1-0826 Chicago, Illinois 60603, Attention: Eric Rockhold.

**12. Parties in Interest.** This Certificate 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 of the Underwriters) and no other person shall acquire or have, any right hereunder or by virtue hereof. This Certificate Purchase Agreement may not be assigned by the Board. All of the Board's representations, warranties and agreements contained in this Certificate 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 Certificates pursuant to this Certificate Purchase Agreement; and (iii) any termination of this Certificate Purchase Agreement. This Certificate Purchase Agreement shall be amended only with the prior written consent of the Board and the Underwriters.

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

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

**15. Representative Capacity.** Any authority, right, discretion or other power conferred upon the Underwriters or J.P. Morgan Securities Inc. under any provision of this Certificate Purchase Agreement may be exercised, jointly, by the Underwriters or by J.P. Morgan Securities Inc. 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 J.P. Morgan Securities Inc. on behalf of all of the Underwriters. J.P. Morgan Securities Inc. represents and warrants that it has been authorized to execute any document on behalf of, exercise any document on behalf of, exercise any authority of and otherwise act for the Underwriters in all matters under or pertaining to this Certificate Purchase Agreement.

**16. Severability.** If any provision of this Certificate 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 Certificate Purchase Agreement invalid, inoperative or unenforceable to any extent whatever.

**17. Business Day.** For purposes of this Certificate Purchase Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

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

**19. Counterparts.** This Certificate 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,

**J.P. MORGAN SECURITIES INC.,** acting on behalf of itself and **MELVIN SECURITIES, L.L.C.**

By: \_\_\_\_\_  
Eric Rockhold  
Managing Director

Accepted and agreed to this \_\_\_ day of June, 2009

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

By: \_\_\_\_\_  
Walter K. Knorr  
Vice President, Chief Financial Officer and Comptroller

Acknowledged this \_\_\_ day of June, 2009

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

By: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Its: Trust Officer

**EXHIBITS A-1 AND A-2**

**FORMS OF OPINIONS OF THE BOARD'S COUNSEL**

**EXHIBIT A-1**

**OPINION OF UNIVERSITY COUNSEL**

June \_\_, 2008

Katten Muchin Rosenman LLP  
Chicago, Illinois

The Bank of New York Mellon Trust  
Company, N.A., as Trustee  
Chicago, Illinois

J.P. Morgan Securities Inc.  
Chicago, Illinois

Moody's Investors Services, Inc.  
New York, New York

Melvin Securities, L.L.C.  
Chicago, Illinois

Standard & Poor's Ratings Services  
New York, New York

Re: \$ \_\_\_\_\_ Certificates of Participation (Refunding), Series  
2009A (the "*Certificates*")

Ladies and Gentlemen:

I am University Counsel for The Board of Trustees of the University of Illinois (the "Board") in connection with the execution and delivery on the date hereof of two Installment Purchase Contracts relating to the Certificates, each dated as of June 1, 2009 (the "*Purchase Contracts*"), by and between the Board and The Bank of New York Mellon Trust Company, N.A. (the "*Trustee*"); the Indenture of Trust, dated as of June 1, 2009 (the "*Original Indenture*"), as supplemented by a First Supplemental Indenture of Trust relating to the Certificates, dated as of June 1, 2009 (the "*First Supplement*" and together with the First Supplement the "*Indentures*"), from the Trustee to the Board; the Amended and Restated Acquisition Agreements, each dated as of June 1, 2009, by and between the Board and the Trustee relating to the Certificates (the "*Acquisition Agreements*"); the Certificate Purchase Agreement, dated as of June \_\_, 2009 by and among J.P. Morgan Securities Inc., on behalf of itself and the other underwriter named therein, the Board and the Trustee, relating to the Certificates; and the Continuing Disclosure Agreement, dated the date hereof (the "*Continuing Disclosure Agreement*"). The Purchase Contracts, the Indentures, the Certificate Purchase Agreement, the Continuing Disclosure Agreement and the Acquisition Agreements are hereinafter collectively referred to as the "Documents."

I have examined the Documents, the Official Statement, dated June \_\_, 2009, executed and delivered in connection with the sale of the Certificates and such other records, instruments, documents, certificates and opinions, along with any questions of law or fact as I have deemed appropriate or necessary as the basis for the opinions expressed below. Where relevant, I have assumed the authenticity of any documents submitted to me as originals, the genuineness of all associated signatures, the legal capacity of natural persons and corporations and the conformance

of all certified copies of documents to the originals. As to certain questions of fact material to our opinions, I have, without independent investigation, relied (which reliance I 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. Capitalized terms used but not otherwise defined herein shall have the same meanings given them in the Indentures.

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 acquire the Improvements and execute, deliver and perform its covenants and agreements under the Documents and to approve the execution and delivery of the Certificates.

2. The acquisition, development and implementation of the Improvements, and the consummation of the transactions described in the Official Statement and contemplated by 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 delivery of the Certificates) is required in connection with the acquisition, development and implementation of the Improvements 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 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 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 Official Statement (except as to (i) The Depository Trust Company and its book-entry only system and (ii) financial information and statistical data included therein and in any appendices thereto, as to which no opinion is expressed) 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.

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 Resolution and all other proceedings of the Board relating to the transactions contemplated thereby, by the Certificates and by the Documents have been performed in accordance with all applicable open meeting, public bidding, conflict or interest and other laws of the State of Illinois.

Very truly yours,

Thomas R. Bearrows  
University Counsel

**EXHIBIT A-2**

**OPINION OF SPECIAL COUNSEL TO THE BOARD**

[LETTERHEAD OF FREEBORN & PETERS LLP]

June \_\_\_, 2009

Katten Muchin Rosenman LLP  
Chicago, Illinois

J.P. Morgan Securities Inc.  
Chicago, Illinois

The Bank of New York Mellon Trust Company,  
N.A., as Trustee  
New York, New York

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

Re: \$\_\_\_\_\_ Certificates of Participation (Refunding), Series 2009A  
(the "*Certificates*")

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 of the Certificates pursuant to a resolution adopted by the Board on May 21, 2009 (the "*Bond Resolution*").

We have reviewed the following:

- A. The Bond Resolution;
- B. Two Installment Purchase Contracts, each dated as of June 1, 2009 (the "*Purchase Contracts*"), relating to the Certificates by and between the Board and The Bank of New York Mellon Trust Company, N.A., as Trustee (the "*Trustee*");
- C. Two Amended and Restated Acquisition Agreements each dated as of June 1, 2009 (the "*Acquisition Agreements*") by and between the Board and The Bank of New York Mellon Trust Company, N.A., as trustee, relating to the Certificates;
- D. The Indenture of Trust dated as of June 1, 2009 (the "*Original Indenture*") from the Board to the Trustee relating to the Certificates;
- E. The First Supplemental Indenture of Trust, dated as of June 1, 2009 (the "*Supplemental Indenture*" and together with the Original Indenture the "*Indentures*") from the Board to the Trustee relating to the Certificates;

F. The Certificate Purchase Agreement, dated June \_\_, 2009 (the "*Certificate Purchase Agreement*") by and among J.P. Morgan Securities Inc., on behalf of itself and the other underwriters named therein, the Board and the Trustee, relating to the Certificates;

G. The Continuing Disclosure Agreement, dated the date hereof (the "*Continuing Disclosure Agreement*"); and

H. The Tax Exemption Certificate and Agreement, dated the date hereof (the "*Tax Certificate*").

The Bond Resolution, the Purchase Contracts, the Acquisition Agreements, the Indentures, the Certificate Purchase Agreement, the Continuing Disclosure Agreement and the Tax Certificate are collectively referred to as the "*Documents*."

We have also examined (i) the Official Statement, dated June \_\_, 2009, relating to the Certificates (the "*Official Statement*"), and (ii) 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, 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 Certificate 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 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 Official



Statement at which the contents of 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 Official Statement. However, based upon our limited review of documents and participation in conferences as aforesaid, without independent verification, no facts have come to our attention that lead us to believe that the Official Statement as it relates to the Certificates (apart from (i) the information relating to The Depository Trust Company and its book-entry only system and (ii) the financial, operating and statistical data contained in the Official Statement, as to each of which we do not express any opinion or belief), contained as of its date, or contains as of the date hereof, any untrue statement of a material fact or omitted or omits to state a material fact required to be stated therein or necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

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 Certificates.

Very truly yours,

**EXHIBIT B**

**SUPPLEMENTAL OPINION OF BOND COUNSEL**

[LETTERHEAD OF KATTEN MUCHIN ROSENMAN LLP]

June \_\_, 2009

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

J.P. Morgan Securities, Inc., as representative  
Chicago, Illinois

Ladies and Gentlemen:

This opinion is rendered to you pursuant to Section 7(e)(12) of the Certificate Purchase Agreement, dated June \_\_, 2009 (the "Certificate Purchase Agreement"), relating to the sale by the Board of Trustees of the University of Illinois (the "Board") of \$\_\_\_\_\_ principal amount of its Certificates of Participation (Refunding), Series 2009A (the "Certificates"). Terms defined in the Certificate Purchase Agreement have the same meanings when used in this opinion.

We have acted as Bond Counsel in connection with the issuance and sale of the Certificates and in that capacity we have participated in various conferences with the representatives and counsel for the Underwriters of the Bonds and representatives of, consultants to and counsel for the Board, relating to the preparation of the Official Statement, dated June \_\_, 2009, with respect to the Certificates (the "Official Statement"). In addition, we have examined the matters referred to in our opinion of even date herewith relating to the validity of the Certificates and such other documents, instruments and certificates as we considered necessary or appropriate for purposes of this opinion.

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

The Certificate Purchase Agreement has been duly authorized, executed and delivered by the Board, and assuming due authorization and execution of the Certificate Purchase Agreement by the other parties thereto, constitutes the valid and binding agreement of the Board enforceable in accordance with its respective terms, except as limited by any applicable bankruptcy, liquidation, reorganization, insolvency or other similar laws and by general principles of equity if equitable remedies are sought and except that no opinion is expressed as to any indemnification or contribution provisions contained therein. For purposes of the foregoing, we have assumed that the Certificate Purchase Agreement was not made or procured in a manner prohibited by the Public Officer Prohibited Activities Act, 50 Illinois Compiled Statutes 105.

The Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended and the Original Indenture and the First Supplemental Indenture (collectively, the "Indentures") are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended.

The execution and delivery of the Official Statement by the Board and use and distribution of the same by the Underwriters in connection with the sale of the Certificates has been duly authorized by the Board.

The statements contained in the Official Statement under the captions "DESCRIPTION OF THE SERIES 2009A CERTIFICATES" (other than the tables under the subcaption "Payment of the Certificates" and statements relating to the Book-Entry Only System), "SECURITY FOR THE CERTIFICATES — General," "SECURITY FOR THE CERTIFICATES — Termination of Installment Purchase Contracts," "TAX MATTERS" and in APPENDIX C — "SUMMARY OF CERTAIN LEGAL DOCUMENTS" and APPENDIX D "FORM OF OPINION OF BOND COUNSEL" reasonably and fairly summarize the provisions of the Indentures, the two Installment Purchase Contracts, each dated as of June 1, 2009, and the opinions of Bond Counsel addressed therein. Except as specifically described in this paragraph, we express no opinion with respect to and have not undertaken to determine independently the accuracy, fairness or completeness of any statement contained or incorporated by reference in the Official Statement.

You may each rely on our approving opinions of this date delivered in connection with the issuance of the Certificates as though such opinions were addressed specifically to you.

Respectfully yours,

**EXHIBIT C**

**FORM OF OPINION OF UNDERWRITERS' COUNSEL**

[LETTERHEAD OF UNGARETTI & HARRIS LLP]

June \_\_\_, 2009

J.P. Morgan Securities Inc.,  
as representative of the Underwriters  
10 South Dearborn, Floor 32  
Mail Code: IL1-0826  
Chicago, Illinois 60603

Re: \$\_\_\_\_\_ Certificates of Participation (Refunding), Series 2007A  
(the "*Certificates*")

Ladies and Gentlemen:

We have acted as counsel to you in connection with your purchase of the above-referenced Certificates pursuant to the Certificate Purchase Agreement, dated June \_\_\_, 2009 (the "Certificate Purchase Agreement"), by and among you, The Board of Trustees of the University of Illinois (the "Board") and The Bank of New York Mellon Trust Company, N.A. (the "*Trustee*"). Initially capitalized terms used but not otherwise defined in this letter have the same meanings given them in the Certificate Purchase Agreement, unless the context otherwise requires.

In rendering this opinion, we have assumed that (i) the signatures on all documents examined by us were genuine, (ii) where any such signature purports to have been made in a corporate, fiduciary or other capacity, the person who affixed such signature to such document had authority to do so, and (iii) all documents submitted to us as certified, conformed or photostatic copies conformed to the original documents.

We have reviewed and are relying upon the opinions delivered pursuant to Sections 7(e)(9), 7(e)(10), 7(e)(11) and 7(e)(12) of the Certificate Purchase Agreement and the certificates and letters delivered pursuant to Sections 7(e)(14), 7(e)(15) and 7(e)(16) of the Certificate Purchase Agreement. Our examination of matters of law has been limited to the laws of the United States and the State of Illinois and we express no opinion as to the laws of any other jurisdiction.

Based upon the foregoing, but subject to the assumptions and qualifications set forth herein, we are of the opinion that the Certificates are not subject to the registration requirements of the Securities Act of 1933, as amended, the Indentures are exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended, and the Continuing Disclosure Agreement will enable the Board to assist the Underwriters in complying with the requirements of the Rule 15c2-12 of the Securities Act of 1934, as amended.

We have not undertaken to verify, and have not verified, and are not passing upon and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Official Statement. We have, however, participated in the preparation of the Official Statement as Underwriters' counsel and have had general discussions with representatives of the Board, University Counsel, Scott Balice Strategies LLC, the Board's financial advisor, Freeborn & Peters LLP, Special Counsel to the Board and Katten Muchin Rosenman LLP, Bond Counsel. We have also examined such other documents and instruments as we have deemed necessary or appropriate in connection with the preparation of the Official Statement. Based upon our limited review of such documents and instruments and our participation in such conferences, we have no reason to believe that the Official Statement (except for the financial and statistical data included therein and the information pertaining to DTC and the book-entry registration of the Certificates, as to which we do not express any view) as of its date or the date of this letter contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

This letter is furnished solely for your information and benefit in connection with the offering and sale of the Certificates and may not be relied upon by any other person.

Respectfully submitted,

**SCHEDULE I**

**CERTIFICATES OF PARTICIPATION  
(REFUNDING), SERIES 2009A**

1. Principal Amount: \$ \_\_\_\_\_
2. Dated: Date of Delivery
3. Maturities and Interest Rates:

<u>Maturity</u> <u>(October 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>
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*Redemption Upon Event of Non-Appropriation, Exercise of Option to Prepay and Termination of Installment Purchase Contracts.* The Certificates are subject to redemption, in whole, at the price of 100% of the principal amount thereof, plus accrued interest to the redemption date, on any date on which the Installment Purchase Contracts is terminated by the Board because (i) an Event of Non-Appropriation has occurred, (ii) the Board has determined that there are not sufficient Legally Available Non-Appropriated Funds to pay all or such non-appropriated part of the portion of the Installment Payments under the Installment Purchase Contracts coming due during the then current fiscal year, and (iii) the Board has exercised its option pursuant to the Installment Purchase Contracts to prepay the Certificates by the deposit of funds in the Installment Payment Fund sufficient to redeem the Certificates on such termination date at such redemption price.

The Installment Purchase Contracts and the Board's obligations to pay Installment Payments and Additional Payments thereunder are subject to termination 60 days after the Board certifies to the Trustee that the events described in clauses (i) and (ii) of the preceding paragraph have occurred.

*Redemption Upon Optional Termination of Installment Purchase Contracts.* The Certificates are subject to mandatory redemption, in whole, at the redemption price of 100% of the principal amount thereof, plus accrued interest to the date fixed for redemption on any date on which the Installment Purchase Contracts is terminated, if the Board notifies the Trustee not less than 60 days prior thereto that it is exercising its option to terminate the Installment Purchase Contracts.

*Redemption Upon Failure to Renew Installment Purchase Contracts.* The Certificates are subject to mandatory redemption, in whole, at the price of the principal amount thereof, plus accrued interest to the date fixed for redemption, on October 1, 2017, unless the Board notifies the Trustee not less than 60 days prior thereto that the Installment Purchase Contracts has been renewed and the Expiration Date extended for not more than an additional ten years in accordance with the terms of the Installment Purchase Contracts. If the Expiration Date is so extended, the Certificates will be subject to mandatory redemption, in whole, at the price of the principal amount thereof, plus accrued interest to the date fixed for redemption, on the new Expiration Date.

*Optional Redemption.* The Certificates are subject to optional redemption prior to maturity on any Business Day at the price of the principal amount thereof, plus accrued interest to the date fixed for redemption, in whole or in part in authorized denominations. Such redemption shall be at the direction of the Board, upon at least 35 days' prior written notice from the Board to the Trustee, the Bank and the Remarketing Agent.

*Mandatory Sinking Fund Redemption.* The Certificates are subject to mandatory redemption prior to maturity in part by lot as selected by the Trustee, at the principal amount to be redeemed plus accrued interest to the redemption date, on October 1 of the years and in the principal amounts as follows:

YEAR

AMOUNT

\$

\*

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\* Final Maturity

*Mandatory Sinking Fund Redemption – Reduction by Optional Redemption or Purchase.*

The principal amount of the Certificates to be redeemed in each year as set forth in the preceding table may be reduced through the earlier optional redemption thereof, with any partial optional redemptions to be credited against future sinking fund requirements as determined by the Board. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Trustee may, and if directed by the Board shall, purchase Certificates required to be retired on such redemption date. Any such Certificates so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption of such Certificates on the next mandatory redemption date.



**SCHEDULE II**

**CERTIFICATES OF PARTICIPATION  
(REFUNDING), SERIES 2009A**

Par Amount of Certificates	\$ _____
Multiplier	_____ 1%
Total Liquidated Damages	\$ _____